

Rocky Mountain Business Authority
P.O. Box 399, Elizabeth, CO 80107
Phone: (303) 646-3755 Fax: (303)646-4866
Email: fredplum@aol.com

Specific Non-Disclosure and Confidentiality Agreement

This Agreement is made and entered into between the undersigned individually and on behalf of the below-referenced business entity, its officers, directors, partners, shareholders, employees, agents and advisors (collectively "**Reviewer**") and Rocky Mountain Business Authority ("**RMBA**") for the benefit of RMBA and the following subject business entity referenced as "**Seller**"

NAME OF SELLER _____

Whereas Reviewer may request information from RMBA and Seller for the purposes of investigating a possible acquisition through the purchase or transfer of asserts, stock, partnership interests or otherwise, merger or joint venture involving all or part of the business interests owned by Seller. Therefore, in consideration of the mutual promises and covenants contained herein, and to induce the release of information by Seller and RMBA, Reviewer agrees as follows:

1. Reviewer will not disclose any information obtained hereunder, or in the course of its investigations of the business interests of Seller, to any person or organization not so authorized in writing, or make known to others by disclosure or confirmation, that Seller or any portion of its assets or ownership interests are for sale.
2. Reviewer shall not reveal this information to any broker, intermediary, lending institution, prospective equity partner, or other source without the specific prior written approval of RMBA. Reviewer shall not contact the Seller, its banker, accountant attorney, employees, suppliers, competitors, customers or others who might have information concerning Seller for any purpose whatsoever (including the hiring of Seller's employees) without the prior written authorization of RMBA. The existence, extent and nature of this Agreement shall be fully disclosed to all individuals at such time they receive information hereunder and who shall thereafter be equally bound by the provisions hereof.
3. This Agreement applies to all information received by Reviewer from or on behalf of Seller at any time which is not available to the general public. All information provided pursuant to this agreement shall be deemed confidential and valuable and constitutes the proprietary trade secrets of Seller. Unauthorized disclosure of said information, even without intent to harm, might cause substantial and irreparable damage to RMBA or Seller. All information provided to Reviewer shall be used for the sole purposes set forth herein above and shall not at any time, or in any manner, be utilized for any other purpose. At such time as its review and investigation of Seller are completed, or upon written request of RMBA, Reviewer shall promptly return all information, in whatever form, without retaining copies, summaries or extracts thereof.
4. Neither RMBA nor the Seller makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of any information provided to Reviewer under this Agreement. Solely Seller shall make any and all representations and warranties in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof. Reviewer assumes full responsibility of its reliance upon such information and expressly waives all rights of recourse, if any, against RMBA for Reviewer's reliance thereon.
5. In the event of a dispute among the parties hereto, the prevailing party, in addition to the award of damages or any other remedy including, as necessary, to ensure the confidentiality of Seller's information and trade secrets, injunctive relief), shall be entitled to recover its attorney fees and other reasonable costs incurred in enforcing this Agreement. The undersigned acknowledge the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition.

6. Reviewer understands and agrees Seller is an intended third party beneficiary of this Agreement and as such is entitled to enforce any breach hereof in Seller's own name. Reviewer understands and agrees it will not knowingly take any action such as will interfere with or adversely affect the rights of RMBA and/or Seller under any fee (or compensation) or other agreements.

7. The respective obligations of the parties under this Agreement shall survive for a period of **three (3) years** following the date hereof. Reviewer, in executing this Agreement, acknowledges RMBA is acting solely and exclusively as an agent for the Seller and therefore owes Seller its undivided loyalty, confidentiality and full disclosure.

AGREED AND ACCEPTED THIS ____ DAY OF _____ 2009

REVIEWER NAME: _____

SIGNATURE _____

Address: _____

City: _____ State: _____ Zip: _____

Tele# _____ Email: _____

Rocky Mountain Business Authority Confidential Questionnaire
FAX TO: 303-646-4866 or EMAIL TO: fredplum@aol.com

Name and Address

Name: _____ Spouse: _____
 Address: _____
 City: _____ State: _____ Zip _____
 US Citizen: Yes No Email _____ Cell: () _____
 Daytime Phone: () _____ If work-name of business: _____
 Evening Phone: () _____ Fax number: _____

Education and Experience

Education: _____
 Current Occupation: _____ Spouse's _____
 Previous Business Owned: _____
 Franchise Ownership Management Experience: _____

Financial Information

ASSETS	LIABILITIES
Cash and Savings _____	Credit Cards _____
Mutuals and CD's _____	Term Loans _____
Stocks and Bonds _____	Home Mortgage _____
Home _____	Other Mortgages _____
Personal Property _____	
Retirement Plans _____	Total Assets \$ _____
Other Assets _____	-Total Liabilities _____
Total Assets _____	Net Worth \$ _____

1. Are you considering a partner(s) in this business? _____
2. Do you intend to be a full-time owner-operator? _____
3. Have you determined a time-frame for starting your business? _____ if so, how long? _____

The persons signing this application below certify that the above information is true and correct to the best of their knowledge. The persons' signature also authorizes Rocky Mountain Business Authority to do a credit report, which will help determine your qualifications for acquiring a franchise.

Signed: _____ **Dated:** _____

This is not a contract.

For Questions call: (303) 646-3755