

ZADE ENTERPRISES, INC.
CONFIDENTIALITY AGREEMENT

1. I, _____ as an individual or as a principal/employee/officer/and/or direct authorized agent of any prospective purchaser ("Purchaser"), hereby acknowledge that the identity of Seller and confidential information ("Confidential Information") of Seller and its business, including but not limited to, records, studies, financial information, lists of customers and/or suppliers, trade practices, trade secrets, and employee information will be disclosed to me by ZADE ENTERPRISES, INC. These disclosures will be given in **SECURITY AND CONFIDENCE** and used for the sole purpose of assessing the prospective purchase of the Business through ZADE ENTERPRISES, INC. It is understood that this Agreement applies to any information supplied by ZADE ENTERPRISES, INC., verbally or in writing whether supplied prior to or after the date hereof. **THE SELLER IS HEREBY DESIGNATED AS A THIRD PARTY BENEFICIARY TO THIS AGREEMENT.**

2. I agree not to disclose any of the Confidential Information given in connection herewith, either directly or indirectly, to third parties except such limited third parties as are necessary to assess the prospective purchase of the Business or to complete the same; provided that I shall ensure that all such third parties preserve all Confidential Information shared with them. I also agree not to use, or permit or assist others to use, directly or indirectly, any such Confidential Information to the detriment of the Business.

3. I shall not, at any time or for any purpose, directly or indirectly, circumvent or attempt to circumvent ZADE ENTERPRISES, INC., or enter into any contractual relationship with Seller, regarding the purchase of Business, during the time periods set forth in the Exclusive Right to Sell Listing Agreement between ZADE ENTERPRISES, INC. and Seller.

4. I agree not to contact the Seller, his employees, suppliers and/or customers of the business directly, and to channel all correspondence, negotiations, inquiries, investigations, and purchase offers, if any, directly through ZADE ENTERPRISES, INC., unless specifically authorized in writing to negotiate directly with the Seller. Upon termination of the discussions, I shall immediately deliver to ZADE ENTERPRISES, INC., and Seller (without retaining any copies) all Confidential Information received by me in any form. The mere fact of the discussions shall not commit the Seller or myself to consummate any prospective purchase and sale or any other transaction, which may have been intended or discussed.

5. I understand that all information has been furnished by Seller and while believed correct has not been verified and is not warranted by ZADE ENTERPRISES, INC. ZADE ENTERPRISES, INC., makes no representations as to its accuracy or completeness and I will be relying on my own judgment and expertise in evaluating the Confidential Information.

6. I also acknowledge that I have been advised that ZADE ENTERPRISES, INC., is an agent for the Seller for purposes of this Agreement. I will protect ZADE ENTERPRISES, INC.'S right to the fee under ZADE ENTERPRISES, INC.'s Exclusive Right to Sell Listing Agreement with Seller. I understand that if I interfere in any way with ZADE ENTERPRISES, INC.'S contractual right to a fee from the Seller, I agree to be personally liable for payment of such fee. It is agreed, however, that if I make the purchase through ZADE ENTERPRISES, INC., I am not liable for a fee to ZADE ENTERPRISES, INC.

7. With respect to any and all material facts, figures and related information disclosed by me to ZADE ENTERPRISES, INC., I acknowledge that ZADE ENTERPRISES, INC., has a right to rely on said facts, figures and information and disclose same to Seller. I agree to indemnify ZADE ENTERPRISES, INC., from and against any and all claims or causes of action, including damages, costs, expenses, and reasonable attorney fees incurred by ZADE ENTERPRISES, INC., arising out of said reliance upon and disclosure of such facts, figures and information provided by me.

8. I acknowledge that any breach of this Confidentiality Agreement, directly or indirectly, shall be deemed irreparably harmful to ZADE ENTERPRISES, INC., and Seller, and that all remedies at law or equity will be available to ZADE ENTERPRISES, INC., and Seller for any such breach or threatened breach. I agree that this Agreement will be governed by the laws of the State of Colorado, and that any actions commenced to enforce or interpret this Agreement shall be brought in the City and County of Denver, State of Colorado. The prevailing party in any dispute shall be entitled to recover reasonable legal fees and expenses.

Agreed and accepted this _____ day of _____, 20_____.

Signature

E-mail

Address

City

State

Zip

Phone (day / eve)

Fax

Talee Crowe, President

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