



CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into between the undersigned individually and on behalf of his/her business entity, its officers, directors, partners, members, managers, shareholders, employees and agents – including but not limited to attorneys, accountants and other advisors – (individually and collectively the “Interested Party”) and Business Acquisitions, Ltd. (“BA, Ltd.”) for the benefit of BA, Ltd. and any business entity or individual represented by BA, Ltd. as an acquisition candidate (each individually a “Seller” and collectively the “Sellers”).

WHEREAS, in connection with its consideration of a possible purchase and sale or financing transaction with one or more Sellers (each a “Transaction”), Interested Party has or will receive Confidential Information (defined below) from BA, Ltd. and one or more Sellers relating to the business of the Sellers for the purposes of evaluating whether to proceed with such a Transaction.

1. For purposes of this Agreement, the term “Confidential Information” means ALL information furnished to Interested Party by BA, Ltd. or any Seller including but not limited to (i) analyses, compilations, reports, studies or other information prepared by BA, Ltd. or Seller; (ii) any conversations between the parties relating to such information; and (iii) the fact that the parties are discussing the Transaction, EXCEPT: (i) information received from any third party not under any obligation to BA, Ltd. or a Seller to keep such information confidential; and (ii) information that is publicly available or independently developed by Interested Party as evidenced by Interested Party’s written records. For clarification and not in limitation, Interested Party agrees that Confidential Information specifically includes the identity of Seller in so much as Seller is interested in pursuing a Transaction with Interested Party and includes any information supplied by BA, Ltd. or any Seller verbally or in writing whether supplied prior to or after the date hereof. EACH APPLICABLE SELLER WHOSE CONFIDENTIAL INFORMATION IS DISCLOSED TO INTERESTED PARTY IS HEREBY DESIGNATED AS A THIRD PARTY BENEFICIARY TO THIS AGREEMENT AND SHALL BE ENTITLED TO ENFORCE ANY BREACH HEREOF IN SELLER’S OWN NAME.

2. Interested Party acknowledges that all Confidential Information is confidential, proprietary, and protected by BA, Ltd. and each applicable Seller. Interested Party agrees that it shall (i) maintain in strict and complete confidence all Confidential Information; (ii) take necessary and reasonable precautions to prevent such information from being disclosed to any unauthorized person, firm or company; and (iii) use the Confidential Information solely for purposes of consideration of the applicable Transaction and not for any other purpose, including any type of commercialization or competitive activity by Interested Party or any other activity detrimental to BA, Ltd. or Seller; and (iv) use the Confidential Information for any purpose that is not previously authorized by BA, Ltd. or Seller. Such authorization is limited to the consideration and closing of a Transaction unless subsequently agreed to in writing by the Seller. Interested Party shall not use the Confidential Information for the purpose of monetizing, manufacturing, selling or otherwise providing assistance to a competing business or technology to that disclosed by Seller as part of the Confidential Information under this Agreement.

3. Interested Party agrees that without first obtaining the written consent of BA, Ltd., it will not directly or indirectly contact any Seller, its employees, suppliers and/or customers of the business or otherwise attempt to circumvent the rights of BA, Ltd. under its agreements with each Seller. All correspondence, negotiations, inquiries, investigations, and purchase offers, if any, will be directed solely through BA, Ltd. unless BA, Ltd. otherwise agrees in writing to allow such contact with Seller. Interested Party also agrees not to solicit the employment or consultation of any Seller’s employees, affiliates, associates or agents.

4. The mere fact of the discussions shall not commit the Seller or Interested Party to consummate any prospective purchase and sale or any other transaction that may have been intended or discussed, all of which must be memorialized, if at all, in an acquisition agreement signed by Interested Party and the applicable Seller.

5. At any time, upon BA, Ltd.'s written request, the Interested Party shall return or destroy, at BA, Ltd.'s option, all written Confidential Information of the Seller, including that portion of such Confidential Information that may be found in analyses, compilations, studies or other documents prepared by, or for, the Interested Party. The Interested Party shall not retain any copies of such written Confidential Information. The Interested Party shall upon written request of BA, Ltd. certify in writing to BA, Ltd. that the requirements of the preceding sentence have been satisfied in full.

6. BA, Ltd. and each Seller make no representations or warranties as to the accuracy or completeness of any Confidential Information furnished by BA, Ltd. or on any Seller's behalf and all such Confidential Information is being disclosed "as is". Any and all representations and warranties shall be made solely by an applicable Seller in a signed acquisition agreement and then be subject to the provisions thereof. Neither BA, Ltd. nor any Seller shall have any liability to Interested Party or any of its Representatives relating to or arising from their use of any Confidential Information. All Confidential Information shall be and remain the property of the Seller on whose behalf disclosure was made to Interested Party.

7. Interested Party acknowledges that it has been advised that BA, Ltd. is an agent for the applicable Seller for purposes of this Agreement.

8. Interested Party acknowledges and agrees that any breach of this Confidentiality Agreement, directly or indirectly, shall be deemed irreparably harmful to BA, Ltd. and Seller, and that all remedies at law or equity, including injunctive relief, will be available to BA, Ltd. and Seller for any such breach or threatened breach. This Agreement will be governed by the laws of the State of Colorado and any action 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 _____, 2017.

Signature

Signature

Address

City

State

Zip

Phone (day/evening)

Cell

Fax

E-Mail Address

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