

## Confidentiality Agreement

This Confidentiality Agreement (the "**Agreement**"), effective as of February 5th, 2016 ("**Effective Date**"), is entered into by and between Hornblower Advisory Partners, LLC, a Colorado limited liability company, DBA VR Mergers & Acquisitions (the "**Advisor**") and John Smith, owner of Aspen Widget, Inc., (the "**Client**") together, the "**Parties.**"

WHEREAS, in connection with the Client seeking Advisor's assistance in: analyzing potential mergers and acquisitions transactions (the "**Purpose**"), the Client desires to share certain information that is non-public, confidential or proprietary in nature.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree as follows:

- Confidential Information. "**Confidential Information**" means information not previously known to Advisors or generally known by the public; and given to Advisor by the Client which relates generally to marketing, sales, billing, pricing, accounting, and other operations of the Client, including, financial information, business concepts and business plans, confidential ideas, trade secrets, software, processes, data, marketing and sales information, customer names, customer contacts, accounting and pricing information, or other business and/or related technical information. All Confidential Information disclosed under this Agreement shall remain the exclusive property of the Client.
- Advisor's Obligations. Advisor shall hold and maintain the Confidential Information in confidence and shall use Confidential Information only for the Purpose described above. Advisor shall not disclose any Confidential Information to any third party, other person, or business entity of any kind without prior approval of the Client. Should the Client decide to engage the Advisor in an effort to sell the business or merge the Business with another entity aside from the one entity previously identified by the Advisor, an Engagement Agreement between the Advisor and Client shall be executed and shall govern the terms of any disclosure of confidential information by the Advisor to subsequent third parties. The term of this Agreement shall be 12 months from the dating of the signing of the Agreement, at the conclusion of which all confidential materials shall be returned to Client by Advisor, who shall be bound by the terms of this agreement for an additional three years.
- Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior agreements with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. This agreement shall be governed by the laws of the State of Colorado and the Parties agree to personal jurisdiction and venue in Pitkin County, Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of this date.

CLIENT

HORNBLOWER ADVISORY PARTNERS LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: MANAGING PARTNER

Date: \_\_\_\_\_

Date: \_\_\_\_\_