

# STANDARD "CONFIDENTIALITY / NON-DISCLOSURE" AGREEMENT & "BUYER PROFILE"

The Prospect(s) acknowledges and agrees that Prospect approached **The Kelcourse Group LLC**, dba BizMax Business Brokers<sub>2</sub>(**Broker**), and that **Broker** was the first to advise Prospect of the availability and details concerning the following business and/or real property opportunities:

<u>LISTING NUMBER</u>	<u>BUSINESS DESCRIPTION</u>	<u>COUNTY</u>	<u>PRICE</u>
1)			
2)			
3)			

1. Prospect(s) understands and agrees that all dealings concerning the opportunities above will be handled through Broker and that Broker has entered into agreements with Sellers as **TRANSACTIONAL BROKERS** for the payment of commissions. Broker will furnish to Prospect certain proprietary information relating to the various operations, properties, personnel, financial and other matters which are non-public, confidential or proprietary in nature and are hereinafter referred to as "Proprietary Information". The Proprietary Information will be kept confidential and shall not, without the prior written consent of Broker, be disclosed by Prospect or its agents, representatives or employees, in any manner whatsoever, in whole or in part, and shall not be used by Prospect, its agents, representative or employees, other than in connection with the purchase of one of the opportunities described above. Prospect shall be fully responsible for any breach of this Agreement by itself, its agents, representatives or employees. The Proprietary Information (including any copies thereof) will be returned to Broker, or destroyed, immediately upon Broker's request. Prospect agrees that it shall not retain any copies of the Proprietary Information supplied pursuant to the terms and conditions of this Agreement.

2. Any and all information provided to Prospect is provided for informational purposes only. Prospect acknowledges that Broker has advised Prospect that all proprietary information is given to Broker by Sellers and Broker does not make any representations and/or warranties as to the accuracy of the proprietary information. Further, Broker advises Prospect to seek the independent professional advice of an attorney and/or certified public accountant experienced in business transfers and/or due diligence in reviewing and evaluating the proprietary information and/or make his or her own independent evaluation of the opportunities described above.

3. In the event Prospect discusses the availability of said designated opportunities to a third party who purchases a business without Broker assistance, then Prospect, in addition to the remedies specified herein, is also responsible for payment of Broker's compensation which would have been paid on the listed selling price or minimum compensation, whichever is greater.

4. For two years from the date of this Agreement, Prospect agrees not to deal directly or indirectly with the Seller(s) and/or Landlords of the opportunities listed above without the prior written consent of Broker. If Prospect enters into a sale and/or purchase agreement, a management or employment contract, or other financial arrangement with a Seller of an opportunity, including a leasing of the business premises from the Seller or its Landlord, Prospect shall be liable for any and all damages Broker may suffer, including but not limited to the Seller's commission payable on the listed price or minimum commission due, whichever is greater, under the Agreement with Seller and commission due on the lease agreement negotiated with the Landlord. Prospect agrees and does hereby appoint Broker its attorney in fact to execute all documents necessary to place a lien on the business assets to collect its compensation, and this agreement shall be the consent to do so as required by Florida Statute 475.42.

5. This Contract shall be governed by the laws of the state of Florida. Any breach of this Agreement shall result in the prevailing party being entitled to receive from the other party all of its reasonable attorney's fees, costs, and expenses incurred at both the trial and appellate levels. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of the Agreement in the Circuit court in and for Pinellas County, Florida. The parties hereby agree that any controversy which may arise under this Agreement would involve complicated and difficult factual and legal issues. Therefore, any action brought by either party, alone or in combination with any other, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury.

6. The Seller is the intended beneficiary of all covenants of Prospect which benefit the Seller, including without limitation the covenants concerning the use of information disclosed to Prospect, and a Seller may bring an action to enforce such covenants. Prospect, represents and warrants to Broker and Seller that Prospect does not represent a third party, governmental agency or competitor of the business, as owner or employee, and the sole purpose for receiving any information regarding a business is to purchase said business. Prospect acknowledges receiving a copy of this Agreement and a facsimile copy with signatures shall be considered as original.

Prospect (s) Name(s) \_\_\_\_\_ Driver's License No: \_\_\_\_\_ (please send copy) State: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_ Home phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Type of business preferred: \_\_\_\_\_ Time frame for purchase: \_\_\_\_\_

What are your geographic preferences? \_\_\_\_\_ Prior experience? \_\_\_\_\_

Present Occupation \_\_\_\_\_ Who, other than yourself, will be involved in the purchase decision? \_\_\_\_\_

Will you work the business? \_\_\_\_\_ What is your initial Cash Investment? \_\_\_\_\_ Do you need Seller's Financing? \_\_\_\_\_

Do you have sufficient working capital available? \_\_\_\_\_ Considering a new lease to be negotiated what is your credit rating score? \_\_\_\_\_

Please state other considerations you want us to be aware of \_\_\_\_\_

X _____	_____	_____	_____
Prospect's Signature	Date	Prospect's Signature	Date
_____	_____	_____	_____
Broker's Agent's Name	Date	Broker's Agent's Signature	Date