



FLORIDA COOPERATING BUSINESS BROKERS ASSOCIATION
CONFIDENTIALITY / DISCLOSURE AGREEMENT - TRANSACTION BROKER

_____, herein known as Prospective Purchaser, acknowledges and agrees that Prospective Purchaser approached BROKER, or Broker's Agent, who is a TRANSACTION BROKER (BROKER), and that BROKER was the first to advise Prospective Purchaser of the availability of and details concerning the following business opportunities and real properties:

<u>LISTING #</u>	<u>BUSINESS TYPE</u>	<u>BUSINESS DESCRIPTION</u>
1)		
2)		
3)		

Prospective Purchaser understands and agrees that all dealings concerning said business opportunity will be handled through BROKER and that BROKER OR A COOPERATING BROKER HAS ENTERED INTO AN AGREEMENT FOR PAYMENT OF A COMMISSION OR MARKETING FEE WITH THE SELLER. Prospective Purchaser further agrees that information received with respect to the above-mentioned opportunity will be kept in strict confidence, will not be used to compete with the SELLER and that Prospective Purchaser shall not disclose this information to any person, excluding those parties specifically involved in the transaction itself and the Prospective Purchaser's sole purpose in seeking information about the business is to purchase a business. In the event that Prospective Purchaser violates this confidentiality covenant or any other covenant herein with respect to SELLER, then BROKER, Listing BROKER and SELLER shall be entitled to all remedies provided by law, including but not limited to injunctive relief and damages. The same remedies shall be afforded and available to the BROKER in the event that the Prospective Purchaser and/or the SELLER circumvent the BROKER. BROKER shall be deemed to include all and any other BROKERS with whom BROKER is co-operating.

All data on business opportunities are provided for information purposes only. No representation is made by BROKER as to the accuracy of the data provided. BROKER encourages Prospective Purchaser to thoroughly review and independently verify to Prospective Purchaser's own satisfaction that the data provided are substantially representative of the business activity of the SELLER and can be relied upon when considering the purchase of said business opportunity of SELLER. Prospective Purchaser acknowledges that Prospective Purchaser has been advised to seek the independent counsel of an attorney and/or an accountant to verify the information supplied to BROKER by SELLER and to examine any and all applicable documentation relevant to the transaction.

In the event that Prospective Purchaser discloses the availability of said designated business opportunity of SELLER to any third party and this third party purchases the business without the BROKER, then Prospective Purchaser, in addition to the remedies specified herein above, will also be responsible for the payment of BROKER'S compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater.

Prospective Purchaser agrees that he will not within three (3) years from the date entered below deal directly or indirectly with the SELLER without the BROKER'S written consent and should the Prospective Purchaser do so directly or indirectly and a sale, management agreement, lease or other financial arrangement, of the SELLER'S premises from the SELLER or Landlord is consummated, the Prospective Purchaser shall be liable for all and any damages which the BROKER may suffer, including but not limited to the compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater and Prospective Purchaser further agrees in terms of Section 475.42(1)(j) of the Florida Statutes, the BROKER at BUYER'S expense shall have the right to place any appropriate lien and encumbrance on the business and real estate or both, necessary to collect any compensation and this shall be the necessary authorization and consent as is required by the Statute. BUYER further grants BROKER a security interest under the FLORIDA UNIFORM COMMERCIAL CODE in and to all furniture, fixtures, inventory, accounts receivable and general tangibles of the BUSINESS as security for such commissions due in the future arising out of any options which a BUYER may subsequently exercise and authorizes BROKER to file this Agreement as a financing statement to perfect such security interest. For the purpose hereof the Prospective Purchaser shall include any corporation, which the BUYER may use to purchase the said business.

This Contract shall be governed by the laws of the State of Florida and the parties and the Broker specifically agree as a matter of substance and express their intention to submit any controversy or claim arising out of or relating to this contract, or the breach thereof, to resolution by taking any controversy or claim to a Court of Competent Jurisdiction and to file a suit at law and/or in equity. The parties agree that jurisdiction and venue with venue for the entry of judgment upon said judgment shall be in _____ County, Florida. The court is directed to award the expenses of the lawsuit, all reasonable attorney's fees and costs, to the prevailing party in the lawsuit. No action shall be entertained if filed more than two years subsequent to the date the cause (s) of action actually occurred regardless of whether damages were otherwise as of said time calculable. The Broker shall be entitled to all information and copies of all documents relating to the lawsuit from the parties. In any event the Broker shall be entitled to a copy of all filings, pleadings and rulings within 5 days after such papers are issued.

The SELLER is the intended beneficiary of all covenants of Prospective Purchaser, which benefit the SELLER, including without limitation, the covenants concerning the use of information disclosed to Prospective Purchaser, and may bring an appropriate action to enforce such covenants. The Prospective Purchaser represents and warrants to BROKER that the Prospective Purchaser does not represent a third party, governmental agency or competitor of the business, nor is the Prospective Purchaser employed by a competitor and the sole purpose for receiving any information regarding a business is to purchase said business. The Prospective Purchaser acknowledges receiving a copy of this document. An electronic transmission of this document and any signatures shall be considered for all purposes as originals.

<u>Prospective Purchaser (1) Signature</u>	<u>DATE</u>
<u>Telephone Number</u>	
<u>Address</u>	
<u>City</u>	<u>State</u> <u>Zip</u>

<u>Prospective Purchaser (2) Signature</u>	<u>DATE</u>
<u>Telephone Number</u>	
<u>Identification Source</u>	
<u>Agent</u>	<u>FCBBA #</u> <u>Date</u>

