

KAZOR CONSULTING

CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY

_____ herein known a POTENTIAL BUYER , acknowledges and agrees that POTENTIAL BUYER approached Kazor Consulting, a Florida Licensed Real Estate Brokerage, Chris Kazor Broker 12824 Tallowood Drive – Riverview FL 33579. Phone # 813.833.5777 and was the first to advise them of the availability of the Listed Business(es)/Property for sale. The POTENTIAL BUYER has requested details about the listed business(es) . And is advised the BROKER will be acting as a TRANSACTION BROKER and does not represent either the Seller or Buyer.

LISTING NUMBER	BUSINESS DESCRIPTION	LISTING NUMBER	BUSINESS DESCRIPTION
CK43025	Restaurant		

1. POTENTIAL BUYER understands and agrees that all dealings concerning the Businesses above will be handled through BROKER and that BROKER has entered into agreements with Seller’s for the payment of commissions. POTENTIAL BUYER further understands that information received about the above-mentioned opportunities will be **kept in strict confidence**;

- A. Will not be used to compete with a Seller.
- B. Will not be disclosed to any person, excluding parties involved in the transaction itself;
- C. POTENTIAL BUYER 'S sole purpose in seeking this information is to purchase a business.

In the event POTENTIAL BUYER violates confidentiality or any covenant herein with respect to a Seller, then BROKER, the listing broker and the Seller shall be entitled to all remedies provided by law, including injunctive relief and damages. The same remedies are available to BROKER in the event POTENTIAL BUYER and/or a Seller attempts to circumvent them. BROKER shall be deemed to include any broker with whom BROKER is cooperating.

2. All data on business opportunities is provided for information purposes only and no representation is made by BROKER as to its accuracy. BROKER encourages POTENTIAL BUYER to review and independently verify that the data provided by a Seller is substantially representative of their business activity, and it can be relied upon when considering a purchase of the business. POTENTIAL BUYER

further acknowledges they have been advised to seek the counsel of an accountant and/or attorney to verify the information supplied to BROKER by the Seller, and to examine any and all applicable documentation relevant to the transaction and a Closing.

3. In the event POTENTIAL BUYER discloses the availability of said designated opportunities to a third party who purchases a business without BROKER assistance, then POTENTIAL BUYER, 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 this date, POTENTIAL BUYER agrees not to deal directly or indirectly with the Seller's above without BROKER'S written consent; and should POTENTIAL BUYER do so and a sale, management contract or other financial arrangement, including a leasing of the business premises from the Seller or its Landlord is consummated, POTENTIAL BUYER shall be liable for any and all damages BROKER may suffer, including but not limited to the Seller's compensation payable on the selling price or minimum commission, whichever is greater and, if appropriate, compensation negotiated with the Landlord. POTENTIAL BUYER understands that BROKER shall have the right to place a lien on the business assets to collect its compensation, and this Agreement shall be the needed consent to do so as required by Florida Statute 475.42(1)(j).

5. This Agreement shall be governed by the laws of the state of Florida. If any dispute arises out of this Agreement, the breach or the interpretation thereof, the parties may seek a resolution via shared cost non-binding mediation, per the Florida Mediation Act 44. If, however, a resolution by binding arbitration, in accordance with the rules of the American Arbitration Association, or by litigation is unavoidable, the Arbitrator/Court is instructed to award the expenses of the arbitration/trial, including reasonable attorney's fees and costs to the prevailing party. A judgment and awards shall be entered by a court of competent jurisdiction. The parties further agree that jurisdiction and venue for any conflict, and the entry of judgments shall be in Hillsborough County, Florida. The BROKER shall be entitled to all information and documents relating to conflicts from the Mediator, Arbitrator or the Court, and the parties.

6. POTENTIAL BUYER swears they are the party signing below and that the information provided is true and correct. Further, POTENTIAL BUYER does not represent any third party, local, state or federal government agency or any competitor, nor is POTENTIAL BUYER employed by a competitor. If POTENTIAL BUYER does represent a third party, governmental agency or competitor.

If so, the name of that third party, governmental agency or competitor is:

7. Should the POTENTIAL BUYER visit the listed business the POTENTIAL BUYER shall go as a customer only and not discuss the business with any employee. Meeting between the POTENTIAL BUYER and the BUSINESS OWNER shall be arranged by the BROKER.

8. The BROKER has discusses the prices and discussed the finance options with the POTENTIAL BUYER, and has indicated that they are financially able to purchase the business.

POTENTIAL BUYER 's Signature _____ Date _____

Printed Name: _____ Phone Number _____

Address: _____

City _____ State _____ Zip _____

POTENTIAL BUYER 's Signature _____ Date _____

Printed Name: _____ Phone Number _____

Address: _____

City _____ State _____ Zip _____

Upon signing this Agreement the POTENTIAL BUYER will be given a business profile.

Kazor Consulting

Licensed Real Estate Broker / Business Broker

12824 Tallwood Drive – Riverview , Florida 33579 – 813.833.5777

Email to: consulting@kazor.com