American Business & Commercial Brokerage, Inc.
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# STANDARD "CONFIDENTIALITY/DISCLOSURE" AGREEMENT

BBF

(PRINT NAME HERE) _____ herein known as PROSPECT, acknowledges and agrees that PROSPECT approached **American Business & Commercial Brokerage, Inc. DBA ABC Brokerage** (***BROKER*),** and that ***BROKER*** was the first to advise them of the availability and details concerning the following business and/or real property opportunities:

| | LISTING NUMBER | BUSINESS DESCRIPTION | INITIALS |
|---|---|---|---|
| 1) | 53402256 | Contractor: Windows/Doors | |

**1**. PROSPECT understands and agrees that all dealings concerning the opportunities above will be handled through ***BROKER*** and that ***BROKER* has entered into agreements with Sellers 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, representatives 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 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. BROKER does not make any representations and/or warranties as to the accuracy of the information provided and that PROSPECT is to make his or her own independent evaluation of the opportunities described above. PROSPECT acknowledges that BROKER has advised PROSPECT to seek independent professional advice in the review and evaluation of the information provided and that PROSPECT should seek the advice of an attorney and/or certified public accountant.

**3.** In the event PROSPECT discloses 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 of the opportunities listed above without the prior written consent of BROKER. If PROSPECT enters into a sale and/or purchase agreement, a management 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 sales price or minimum commission due under the Listing Agreement with Seller, whichever is greater and, any 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 attorneys' 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 this Agreement in the Circuit Court in and for Orange 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 others, 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 that PROSPECT does not represent a third party, governmental agency or competitor of the business, nor is PROSPECT employed by a competitor 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 - Signature** **DATE**

_____ _____
**PROSPECT - Printed Name** **Phone Number**

**Address** _____

**City**_____ **State** _____ **Zip Code** _____

**ID SOURCE of Prospect:** _____

**AGENT FOR SELLING BROKER** **DATE**
**KEITH LEHMANN**

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