Confidentiality and Non-Disclosure Agreement

MIAMI BUSINESS BROKERS

X _____ **("Prospect")**

and X _____ **("Prospect's Broker")**

and **BILL MANRIQUE** **("Listing Broker")**

agree to the following terms regarding the real property or business opportunity (collectively "Property") described as:

_____.

1. Confidentiality. Prospect and **Prospect's Broker** acknowledge that all information and materials provided by **Listing Broker** regarding the above-referenced Property is confidential and may not be used for any purpose other than evaluation. **Prospect's** and **Prospect's Broker's** dissemination of any information and materials provided by **Listing Broker** will be limited to attorneys, accountants, banking representatives, and business advisors directly involved with the above-referenced Property. In the event the transaction is not successful, **Prospect** and **Prospect's Broker** will immediately return to **Listing Broker** any information and materials provided by **Listing Broker**.

2. Non-Disclosure. Listing Broker, **Prospect**, and **Prospect's Broker** agree not to disclose to any other person the fact that any discussions or negotiations are taking place with regard to the Property, the actual or potential terms, conditions, or facts involved in any such discussions or negotiations.

3. Non-Circumvention. Prospect and **Prospect's Broker** agree not to contact the Property owner, landlord, tenants, employees, or customers except through **Listing Broker**. **Prospect** and **Prospect's Broker** further agree not to circumvent or interfere with **Listing Broker's** contract with owner/landlord in any way.

4. Verification of Data. No representation is made by **Listing Broker** as to the accuracy of the information and materials provided. **Prospect** and **Prospect's Broker** agree to thoroughly review and independently verify the information and materials provided. **Listing Broker** advises **Prospect** and **Prospect's Broker** to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated.

5. Disputes. This agreement will be construed in accordance with the laws of the State of Florida. The **Listing Broker** will be entitled to all remedies provided by law, including but not limited to injunctive relief and damages. In any litigation arising out of this agreement, the prevailing party will be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses.

6. Term. This agreement will terminate _____ (if blank, then 1 year) after the conclusion of any discussions or negotiations regarding the above-referenced Property.

X _____ _____

Prospect Date

X **N/A** _____ _____

Prospect's Broker and Title or Authorized Agent and Title Date

_____ _____

Listing Broker and Title or Authorized Agent and Title Date

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