

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

### Return all three pages to Broker

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This Agreement is provided to PROSPECT by Licensed Real Estate Broker Rhonda McLane and McLane Business Brokers. Prospective Buyer noted on Page 3 below (“PROSPECT”) acknowledges and agrees that PROSPECT contacted McLane Business Brokers (“BROKER”), and that BROKER was the first to advise PROSPECT of the availability and details concerning the following business and/or real property opportunities:

#### **\$599K WEST PALM BEACH LAUNDRY**

1. **PROSPECT agrees not to disclose to any other party the fact that the above opportunities are listed for sale, and agrees not to speak with employees, customers, accounts or vendors at or regarding any of the above locations.**
2. 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 or Listing Brokers for the payment of commissions. BROKER will furnish to PROSPECT certain information relating to the various operations, properties, vendors, customers, personnel, financial and other matters which are non-public, confidential and/or proprietary in nature and are hereinafter referred to as “Proprietary Information.” This 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 or more of the opportunities described above. **PROSPECT agrees that it 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.
3. Any and all information provided to PROSPECT is provided for informational purposes only. BROKER makes no representations or warranties whatsoever as to the accuracy of the information provided and advises PROSPECT herein to make their own independent evaluation of the opportunities described above. BROKER further advises PROSPECT herein to seek independent professional advice (i.e. an attorney and/or certified public accountant) in the review and evaluation of any information provided.

PROSPECT INITIALS \_\_\_\_\_

4. In the event PROSPECT, their agent or representative discloses the availability of any of the above opportunities to a third party who purchases the business and/or real property without BROKER'S 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.
5. **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 the Seller of one or more of these opportunities, including a leasing agreement 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 BROKER'S compensation, and this Agreement shall be the consent to do so as required by Florida Statute 475.42.
6. PROSPECT acknowledges that the Proprietary Information noted above shall be kept in such a manner as that of a fiduciary. In the event PROSPECT does not purchase one or more of the opportunities above, PROSPECT shall not use any disclosed Proprietary Information in or for any other business which is engaged in a similar business to that of any of businesses represented by the opportunities above. This shall include a covenant that the **PROSPECT shall not use the disclosed Proprietary Information to compete against the Seller(s) of any above listed opportunity, nor shall PROSPECT solicit any customers, vendors, accounts or employees of the Seller, or induce any of the same to discontinue their business or employment with the Seller.** Seller shall be entitled to injunctive relief and damages for the enforcement of these provisions. Seller shall not be required to post a bond for an injunction for breach of any covenants contained in this paragraph.
7. This Agreement 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 this Agreement in the Circuit Court in and for Broward 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.

PROSPECT INITIALS \_\_\_\_\_

8. The Seller(s) of the above noted opportunities are the intended beneficiaries of all applicable covenants of PROSPECT herein, including without limitation the covenants concerning the use of Proprietary Information disclosed to PROSPECT, and one or more Seller may bring an action to enforce such covenants. **PROSPECT represents and warrants herein that PROSPECT does not represent and is not employed by a third party, governmental agency or competitor of any business or opportunity listed above, and further represents and warrants that the sole purpose for receiving any Proprietary Information regarding an opportunity listed above is to purchase said opportunity.** PROSPECT acknowledges receiving a copy of this Agreement. An executed facsimile or emailed Agreement shall be considered the equivalent of an original Agreement.

**Please fill in the information below completely and legibly and return all three pages to Broker Rhonda McLane at [rhonda@coinlaundrysales.com](mailto:rhonda@coinlaundrysales.com).**

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Full Name - Print

Phone #

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Email Address

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Mailing Address – Street

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City

State

Zip

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Amount of Currently Available Funds Available (Non-Borrowed Funds)

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Signature

Date