

Buyer Confidentiality and Non-Disclosure Agreement

// REQUIRED BEFORE RELEASE OF IDENTIFYING INFORMATION

This Buyer Confidentiality and Non-Disclosure Agreement (this "Agreement") is entered into as of [DATE] (the "Effective Date") by and between [FLORIDA BUSINESS OPPORTUNITIES, INC.], a Florida corporation, operating through its affiliated brand BRiNQ (the "Broker"), acting on behalf of an undisclosed seller (the "Seller"), and the undersigned prospective buyer identified below (the "Recipient").

Broker represents the Seller in the potential sale, merger, or other disposition of a business (the "Business") and is prepared to furnish confidential information regarding the Business to Recipient solely to evaluate a potential transaction (the "Purpose"). The Seller's identity, the existence of a potential sale, and information about the Business are highly confidential, and unauthorized disclosure would cause material harm to the Seller and the Business. In consideration of the disclosure of that information, Recipient agrees as follows.

01 Confidential Information

"Confidential Information" means all information, in any form and whether or not marked confidential, disclosed by Broker or Seller to Recipient in connection with the Purpose, including without limitation: the identity of the Seller and the Business; the fact that the Business is for sale; financial statements, tax returns, and projections; customer and vendor lists and pricing; employee names, compensation, and organizational structure; trade secrets, intellectual property, proprietary methods, and operational data; lease and contract terms; valuation and pricing information; any Confidential Information Memorandum and supporting materials; and any analyses, compilations, or notes prepared by Recipient that contain or reflect such information.

02 Use Restrictions

Recipient shall:

- use the Confidential Information solely for the Purpose and for no other reason;
- maintain the Confidential Information in strict confidence, using at least the degree of care it uses to protect its own confidential information and in no event less than reasonable care;

- limit disclosure to Recipient's employees, advisors, lenders, attorneys, accountants, and other representatives who need to know it for the Purpose and who are bound by confidentiality obligations at least as protective as those in this Agreement (collectively, "Representatives");
- be responsible for any breach of this Agreement by any of its Representatives; and
- not copy, reproduce, or distribute the Confidential Information except as reasonably necessary for the Purpose.

03 Exclusions

Confidential Information does not include information that: (a) was lawfully in Recipient's possession before disclosure, without obligation of confidentiality; (b) is or becomes publicly known through no fault of Recipient; (c) is lawfully obtained from a third party not bound by a confidentiality obligation; or (d) is independently developed by Recipient without reference to the Confidential Information. If Recipient is compelled by law, subpoena, or regulatory authority to disclose Confidential Information, it shall give Broker prompt written notice, to the extent legally permitted, and disclose only the portion legally required.

04 No Contact

During the term of this Agreement and for [TWO (2) YEARS] thereafter, Recipient shall not, directly or indirectly, without Broker's prior written consent:

- contact the Seller, the Business, or any of its employees, customers, vendors, landlords, lenders, or contractors regarding the Business, a potential transaction, or any matter that could reveal the Business is for sale;
- visit the Business premises or conduct surveillance of the Business;
- disclose to any person, other than Representatives bound by this Agreement, that the Business is for sale or that discussions are taking place; or
- make any public announcement regarding a potential transaction.

All contacts and inquiries regarding the Business must be directed exclusively through Broker.

05 Non-Solicit

During the term of this Agreement and for [TWO (2) YEARS] thereafter, Recipient shall not, directly or indirectly: (a) solicit for employment any employee of the Business identified through the Confidential Information; (b) solicit business from any customer of the Business identified through the Confidential Information; or (c) interfere with any vendor or contract relationship of the Business. General advertising not specifically targeted at the Business's employees or customers is not a violation of this Section.

06 No Circumvention; Procuring Cause

Recipient acknowledges that Broker is the procuring cause of any introduction, opportunity, or information conveyed to Recipient under this Agreement. Recipient shall not directly or indirectly circumvent Broker by attempting to negotiate or transact with the Seller or the Business without Broker's full participation as the engaged intermediary. Any transaction with the Seller or the Business consummated during the term of this Agreement or within [TWO (2) YEARS] thereafter entitles Broker to its full success fee from the Seller, and Recipient shall not interfere with that arrangement. This Section applies to any transaction by Recipient or by any affiliate, family member, entity, or third party acting with or through Recipient.

07 Broker Represents the Seller

Recipient acknowledges that Broker represents the Seller and does not represent Recipient. Broker owes Recipient no fiduciary duty, no duty of loyalty, and no duty to advise Recipient on the merits, price, or structure of a transaction. Nothing in this Agreement creates a brokerage, agency, or advisory relationship between Broker and Recipient. Recipient is responsible for engaging its own attorney, certified public accountant, lender, and other advisors.

08 No Warranty

The Confidential Information is provided "as is." Neither Broker nor Seller makes any representation or warranty as to its accuracy or completeness. Information regarding the Business has generally been supplied by the Seller and has not been audited or independently verified by Broker. Any value range or analysis furnished is advisory analysis, not a certified valuation, appraisal, or fairness opinion. Recipient acknowledges that any decision to pursue a transaction is made solely on the basis of Recipient's own due diligence and independent investigation.

09 No Offer; No Obligation

Nothing in this Agreement, and no disclosure of Confidential Information, constitutes an offer to sell, a solicitation, or a binding commitment to enter into a transaction. The Seller may terminate discussions with Recipient at any time, for any reason, in its sole discretion, and may be in discussions with multiple prospective buyers simultaneously.

10 Buyer Qualification

Recipient represents and warrants that:

- Recipient has, or has a credible path to obtain, the financial capacity to complete a transaction of the size contemplated;

- Recipient is not a competitor of the Business seeking competitive intelligence under the guise of acquisition interest;
- Recipient has not been disqualified by Broker or Seller in any prior engagement; and
- all information Recipient provides to Broker regarding its identity, affiliations, financial capacity, and acquisition history is true and complete.

Recipient shall provide, upon request and as a condition of further disclosure, a Personal Financial Statement for individual buyers, or a balance sheet and evidence of fund commitment for institutional buyers. Broker may withhold or discontinue disclosure at any time in its sole discretion.

11 Return or Destruction

Upon Broker's request, or upon termination of discussions, Recipient shall promptly return all Confidential Information in tangible form or destroy it and, if requested, certify destruction in writing. Recipient may retain copies solely to comply with legal or regulatory requirements or its document retention policies, subject to the continuing obligations of this Agreement.

12 Term and Survival

This Agreement remains in effect for [THREE (3) YEARS] from the Effective Date, except that Sections 4, 5, 6, and 11 survive in accordance with their stated durations, and obligations with respect to trade secrets survive for as long as the information remains a trade secret under applicable law.

13 Remedies

Recipient acknowledges that a breach of this Agreement would cause irreparable harm for which monetary damages alone would be inadequate. Broker and Seller are entitled to seek injunctive relief and specific performance, without the requirement of posting a bond, in addition to monetary damages. The prevailing party in any action to enforce this Agreement is entitled to recover its reasonable attorneys' fees and costs, including on appeal. The Seller is an intended third-party beneficiary of this Agreement and may enforce its terms directly.

14 Governing Law and Venue

This Agreement is governed by the laws of the State of Florida, without regard to its conflict of laws principles. The parties consent to exclusive jurisdiction and venue in the state or federal courts located in Sarasota County, Florida.

15 Miscellaneous

This Agreement is the entire agreement between the parties as to its subject matter and may be amended only in writing signed by both parties. If any provision is held unenforceable, the remainder continues in effect and the unenforceable provision shall be limited only to the extent necessary to make it enforceable. Recipient may not assign this Agreement. This Agreement may be executed in counterparts and delivered electronically, including by electronic signature, each of which is an original. A separate agreement is required for each business Recipient is given access to, unless Broker confirms in writing that this Agreement covers additional opportunities.

// RECIPIENT IDENTIFICATION

Recipient must complete every field. Broker will not release identifying information on an incomplete form.

FULL LEGAL NAME

ENTITY NAME (IF BUYING THROUGH AN ENTITY)

MAILING ADDRESS

EMAIL

PHONE

SOURCE OF FUNDS (CASH, SBA, SELLER NOTE, INVESTOR)

The parties have executed this Agreement as of the Effective Date.

RECIPIENT
Prospective Buyer

BROKER
On behalf of an undisclosed Seller

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

Ben Wagner, Business Broker Associate
PRINTED NAME AND TITLE

DATE

DATE