



Preferred Business Brokers

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Rand Hollon, PCO Licensed Broker
Jay Hollon, PCO Licensed Broker

Non-Disclosure/Confidentiality Agreement

This Non-Disclosure/Confidentiality Agreement (“Agreement”) is made and entered into by _____ (“Prospect”), whose mailing address is _____.

This letter will serve as acknowledgment of Prospect’s agreement relative to non-disclosure and confidentiality of all information received regarding a possible business opportunity involving a business Owner (“Owner”) represented by **PREFERRED BUSINESS BROKERS (“Broker”)**.

Prospect acknowledges that Broker is in possession of certain proprietary confidential information (“Information”) which pursuant to §542.335, FS, concerns the legitimate business interests of the Owner of any business shown to Prospect by Broker and includes, but is not limited to the confidential, valuable, proprietary information and secrets, concerning a potential business Opportunity (“Opportunity”) and that the Owner is the intended Third-Party beneficiary of this Agreement and the restrictions contained herein are intended for the benefit of and enforceable by the Owner and Broker.

Prospect has requested Broker to disclose the Information for the limited purpose of reviewing it to determine whether Prospect would like to participate in the Opportunity. In consideration for Broker’s disclosure of the Information and the mutual covenants in this Agreement, and intending to be legally bound, Prospect agrees that for a period of five (5) years, all Information disclosed hereunder remains the confidential, proprietary, intellectual property/secrets of Owner, in whatever physical or electronic form delivered. Prospect acknowledges the restraint on disclosure of the Information is reasonably necessary to protect the legitimate business interest or interests of the Owner and said restriction is justified. Prospect further agrees that for a period of five (5) years, Prospect shall not disclose to any person either the fact that negotiations took, or are taking, place concerning the Opportunity, or any terms, conditions, or other facts with respect to the Opportunity.

The provision of the foregoing paragraphs shall not apply to any confidential information:

1. which at the time disclosed or obtained is the public domain or which after being disclosed, or obtained becomes part of the public domain through no act, omission, or fault of Buyer, or
2. which Buyer demonstrates to Owner, was in Buyer’s possession at the time disclosure or receipt and was not acquired under an obligation confidence, or
3. which Buyer demonstrates was received from a third party after the time it was disclosed or obtained hereunder and was not acquired by the third party from Owner, or an affiliate, director, employee, agent, or their representative of Owner, under an obligation of confidence.

Prospect further agrees to use best efforts to ensure that Information disclosed by Broker in any form or format, will not be used by or disclosed to any person except Prospect’s professional advisors, a/k/a authorized, necessary persons, as reasonably necessary to decide whether to participate in the Opportunity, unless required by court or governmental proceeding (after prompt notice to Owner of such proceeding). Prospect will not disclose any portion of the Information to any authorized, necessary

person (“**Recipient**”) without first advising Recipient about this Agreement, its contents, the confidential and proprietary nature of the Information and obtaining from the Recipient, an agreement to be bound by the terms of this Agreement. Recipient shall sign this Agreement before receiving the Information.

Prospect and any Recipient signing this Agreement agree not to make any copies or reproduce or transcribe any of the Information disclosed, without Owner’s express written consent and to return all Information disclosed under this Agreement, including copies or reproductions, made by any person covered by this Agreement, promptly upon Broker’s or Owner’s demand. The terms of this Agreement shall not apply to Information which is or becomes generally available to the public, other than as a result of disclosure by a person subject to this Agreement, or was available prior to disclosure of such Information by Owner. Prospect and any Recipient(s) signing this Agreement agree not to use the Information for any reason other than consideration of the Opportunity, without the express written consent of Owner.

This Agreement shall be interpreted and enforced under the laws of the State of Florida. Enforcement may include, without limitation, equitable injunctive relief. Exclusive venue of any action to enforce or interpret this Agreement shall be the Florida State Courts having jurisdiction in Flagler or Volusia County, Florida. The prevailing party in any suit to enforce or interpret this Agreement shall be entitled to recover Court costs and a reasonable attorneys’ and paralegals’ fees at all levels of litigation, appeal and post-judgment relief from the non-prevailing party.

All provisions of this Agreement shall be binding upon and inure to the benefit of the Owner and Broker and their respective successors and assigns.

IN WITNESS of this Agreement, the Authorized Representative of the Prospect signed below on this the _____ day of _____, 20____.

“Prospect”

By: _____
Authorized Representative’s Signature

Date: _____

Print Name and Title

“Recipients”

By: _____
Signature of Prospect’s Authorized Recipient

Date: _____

Print name and title

By: _____
Signature of Prospect’s Authorized Recipient

Date: _____

Print name and title