

STANDARD CONFIDENTIALITY and NONDISCLOSURE AGREEMENT



(Print Name) _____, (herein known as "PROSPECT"), acknowledges and agrees that Gibson Business Development Group, Inc. d.b.a. GIBSON AND ASSOCIATES, INC. (herein known as "BROKER"), was the first to advise PROSPECT of the availability and details concerning the following business opportunity.

Business Opportunity Description: Automotive Dealership (#180912) (herein known as "BUSINESS")

PROSPECT understands and agrees that all dealings, appointments, correspondence, and contacts with the BUSINESS will be handled through the BROKER and that the BROKER WILL BE PAID FOR ITS SERVICES BY THE SELLER. PROSPECT further agrees that information received with respect to the above-mentioned BUSINESS will be kept in strict confidence, will not be used to compete with the SELLER and that PROSPECT shall not disclose this information to any person, excluding those parties specifically involved in the transaction itself who also agree to be bound by this AGREEMENT. PROSPECT further agrees that it will not interfere with any business of the SELLER through the use of any information of knowledge acquired under this AGREEMENT nor use any such information for its own account. PROSPECT agrees the sole purpose in seeking information about the BUSINESS is to purchase the BUSINESS. In the event that PROSPECT violates this confidentiality covenant or any other covenant herein with respect to SELLER, the BROKER and said SELLER shall be entitled to all remedies provided by law, including, but not limited to, injunctive relief and damages. The BROKER shall be deemed to include all and any other BROKERS with whom listing BROKER is co-operating.

This Agreement in no way entitles the PROSPECT to any information regarding the BUSINESS, and it does not place any obligation on the SELLER to provide any information regarding the BUSINESS. The disclosure of any information regarding the BUSINESS shall be at the sole discretion of the SELLER or his/her representative.

All data on this BUSINESS is provided for information purposes only. No representation is made by the BROKER as to the accuracy of the data provided. No guarantee or assurance is made by BROKER of any future value or income from this BUSINESS. The BROKER encourages PROSPECT to thoroughly review and independently verify to PROSPECTS own satisfaction that the data provided is substantially representative of the BUSINESS activity of the SELLER and can be relied upon when considering the purchase of said BUSINESS. PROSPECT acknowledges that PROSPECT has been advised to seek the independent counsel of an attorney and/or an accountant to verify the information supplied to BROKER by SELLER and to examine any and all applicable documentation relevant to the BUSINESS transaction. Should there be no interest in the BUSINESS as an acquisition: the BUSINESS information supplied by the SELLER shall be destroyed or returned promptly to the BROKER.

In the event that PROSPECT discloses the availability of said designated BUSINESS opportunity to any third party and this third party purchases the BUSINESS without the BROKER, then PROSPECT, in addition to the remedies specified hereinabove, will also be responsible for payment of BROKER'S compensation.

PROSPECT agrees that he will not within two years from this date deal directly or indirectly with the SELLER without the BROKER'S written consent and should the PROSPECT do so and a sale, lease or other financial arrangement of the BUSINESS, including leasing the SELLER'S premises from the SELLER or Landlord is consummated, the PROSPECT shall be liable for all and any damages which the BROKER may suffer, including but not limited to the compensation which would have been payable on the listed selling price or the minimum compensation agreed to on the listing agreement for the BUSINESS, whichever is greater.

The PROSPECT further agrees that it will not interfere with any business of the BUSINESS through the use of any information of knowledge acquired under this Agreement nor use the information to contact or solicit employees, customers, vendors, or suppliers of the BUSINESS.

The PROSPECT authorizes the BROKER and any other broker with whom the BROKER is co-operating to disclose the PROSPECT'S reasons for purchasing the BUSINESS to the SELLER.

The BROKER shall operate as a transaction broker, who facilitates a brokerage transaction between a seller and a purchaser without representing either party as an agent, as more fully set forth in the notice below:

IMPORTANT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO POTENTIAL SELLERS AND PURCHASERS OF REAL ESTATE.

You should not assume that any real estate broker or sales associate represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you make a decision on representation.

TRANSACTION BROKER NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS TRANSACTION BROKERS DISCLOSE TO PURCHASERS AND SELLERS THEIR ROLE AND DUTIES IN PROVIDING A LIMITED FORM OF REPRESENTATION.

As a transaction broker, Gibson Business Development Group, Inc. d.b.a. Gibson and Associates, Inc., provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of the real property and are not readily observable to the purchaser;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the purchaser will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or purchaser will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a purchaser or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the purchaser and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

This AGREEMENT shall be governed by the laws of the State of Florida. In the event of any dispute or issue under or arising out of this AGREEMENT or the subject matter of the AGREEMENT, the parties agree that the dispute or issue shall be resolved by the Circuit Court of Escambia County, Florida and all parties hereby submit and agree to the jurisdiction of this Court. In the event of any breach or default (whether actual or threatened) under this AGREEMENT, by PROSPECT or any of them if more than one, BROKER may pursue any or all of its rights and remedies under this AGREEMENT and under Florida law, including obtaining immediate injunctive relief in addition to monetary damages and all other remedies and relief allowed under law. This AGREEMENT constitutes the entire AGREEMENT between and among the parties hereto, supersedes all previous agreements between them, and shall not be modified except in writing executed by the parties.

The PROSPECT shall be deemed to be a party to this document insofar as needs be. A scanned, faxed or electronically transmitted copy of this document and any signatures shall be considered for all purposes as originals. The PROSPECT acknowledges receiving a copy of this document.

PROSPECT SIGNATURE _____ DATE _____ EMAIL ADDRESS _____

COMPLETE ADDRESS *(please print)* _____

HOME PHONE _____ WORK PHONE _____ CELL PHONE _____ FAX _____

Important: Due to our agreement with the Seller (s) answers to the following questions are required prior to the release of any financial information on the Business.

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| <p>1. Industries of interest – please give examples</p> <p>Retail _____</p> <p>Service _____</p> <p>Manufacturing _____</p> <p>Investment only _____</p> <p>Wholesale/Distribution _____</p> <p>Construction/Contracting _____</p> <p>Restaurant _____</p> <p>Development _____</p> <p>2. Type of Ownership</p> <p>Full-time owner/operator _____</p> <p>Absentee owner _____</p> <p>Part-time owner/operator _____</p> <p>Passive investor _____</p> <p>3. Financial resources available for purchasing a business</p> <p>Less than 50,000 _____</p> <p>\$50,000 to 100,000 _____</p> <p>\$100,000 to 250,000 _____</p> <p>\$250,000 to 500,000 _____</p> <p>\$500,000 to 1,000,000 _____</p> <p>Over \$1,000,000 _____</p> | <p>4. Financial Sources</p> <p>Only personal _____</p> <p>Investor or partner & personal _____</p> <p>5. Income Requirements _____</p> <p>6. Have you ever been convicted of a felony _____</p> <p>7. Have you ever filed for bankruptcy _____</p> <p>8. Experience – brief description of your business background companies owned or managed, special training, or attach resume: _____</p> <p>_____</p> <p>_____</p> <p>9. Characteristics of ideal business _____</p> <p>_____</p> <p>10. Time frame for purchasing a business _____</p> <p>_____</p> <p>11. Site visits or travel plans _____</p> <p>12. How did you find us? _____</p> <p>Name of website _____</p> <p>Please Return to: Gibson and Associates, Inc
 222 E. Intendencia St, Pensacola, FL 32502
 (850) 432-0808, (850) 432-7010 Fax
 info@gibsonandassociatesinc.com
 www.gibsonandassociatesinc.com</p> |
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