



BUY DIRECT REAL ESTATE - COMMERCIAL DIVISION
12323 SW 55 Street Ste 1002 Cooper City FL 33330
5550 Glades Rd. Suite 101 Boca Raton, Florida 33431 – Direct Line: 561-900-5006
NON-CIRCUMVENTION & DISCLOSURE STATEMENT & CONFIDENTIALITY AGREEMENT

This Agreement is by and between _____ and/or associates, assigns, or an entity involved with or controlled by him/her/it (hereinafter referred to as PROSPECT”) and Scott Ginsberg of BUY DIRECT REAL ESTATE, a Florida Licensed Real Estate Agent (hereinafter referred to as “BROKER”). PROSPECT acknowledges and agrees that they approached, or were approached by BROKER, with respect to the real properties and/or business opportunities (the “Property” or “Properties”) **LISTED ON THE ADDENDUM ATTACHED HERETO AND INCORPORATED HEREWITH.** With respect to the terms Property and Properties, the singular may include the plural and vice versa as applicable and appropriate. The Addendum to be attached hereto may from time to time be supplemented with other Properties or have certain Properties removed due to unavailability or sale.

ROLE OF BROKER: PROSPECT further agrees that information received with respect to the Property will be kept in strict confidence and that PROSPECT shall not disclose this information to any person, excluding those parties specifically involved in the transaction itself and the PROSPECT'S sole purpose in seeking information about the Property for the purpose of evaluating the potential purchase of the Property or business. If PROSPECT violates this confidentiality covenant or any other covenant herein, both BROKER and the relevant seller shall be entitled to all remedies provided by law, including, but not limited to injunctive relief and actual damages. The requirement of confidentiality does not apply to court orders and or other governmental requirements of disclosure or to the information known to prospect prior to the date hereof or obtained by prospect through a non-confidential source.

VERIFICATION OF DATA: All data on the Property is provided for information purposes only and no representation is made by BROKER as to the accuracy of the data provided. BROKER encourages PROSPECT to thoroughly review and independently verify the data provided to PROSPECT'S own satisfaction. PROSPECT acknowledges that PROSPECT has been advised to seek independent counsel of an attorney and/or an accountant to verify the information supplied to BROKER by seller and to examine all applicable documents relevant to the transaction. The sharing of information by prospect to lawyers, accountants, advisors, consultants and parties does not violate the terms hereof.



NON-CIRCUMVENTION: PROSPECT or PROSPECT'S Agent/Broker agrees that he/she will not, within twenty-four months from the last date of any discussions about the Property or other properties owned/controlled by the relevant seller. The parties agree not to circumvent this agreement in effort to gain fees, or if Buyer to avoid fees or commissions, to one or more of the Brokers.

AUTHORIZATION FROM LISTING OR OFFERING BROKER: The potential buyer or buyers Broker may contact seller directly to deal directly or indirectly with such seller, or any subsequent owner of the Property (the "Owner") with the BROKER'S written consent. Therefore, it is mutually agreed by all parties herein that they will not deal without consent.

Should the PROSPECT do so and a sale, lease, joint venture or other financial arrangement is consummated, including a transaction with the OWNER regarding the Property or otherwise, the PROSPECT or their Agent/Broker shall be liable, jointly and severally for commission which would have otherwise been payable on the listed selling price or minimum commission whichever is greater if circumvention becomes an issue.

DISCLOSURE: is hereby made and acknowledged that the Florida Commercial Real Estate Sales and Leasing Commission Lien Acts provide that when a broker has earned a commission, the broker may claim a lien against the net sale proceeds or Property (Leasing only) for the broker's commission. The broker's lien rights under the Act cannot be waived before the commission is earned in accordance with Chapter 475, Part 3 and 4, Florida Statutes.

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 regarding the Property, the actual or potential terms, conditions, or facts involved in any such discussions or negotiations. PROSPECT and PROSPECT and or PROSPECT'S Broker further agree not to circumvent or interfere with Listing Broker's contract/verbal or written agreement with owner/landlord in any way.

DISPUTES: This Contract shall be governed by the laws of the State of Florida and the PROSPECT and the BROKER specifically agree as a matter of substance and express their intention to submit any controversy or claim arising out of or relating to this Contract, or the breach thereof, to resolution by



arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (A.A.A.). A judgment upon any award rendered by the arbitrators shall be entered by a court having subject matter jurisdiction therein and all parties expressly waive any challenge to the use of arbitration in accordance with this Paragraph. The parties hereto agree that jurisdiction and venue for the entry of judgment upon said arbitration award shall be in Palm Beach County, Florida. The arbitrators, or any

court, are directed to award the expenses of the arbitration or litigation, including required travel and other expenses of the arbitrators and any representatives of the arbitrators' costs, the costs and charges of the American Arbitration Association, all reasonable attorney's fees and costs, to the prevailing party in arbitration or litigation.

FACSIMILE COPIES: Facsimile and/or scanned copies of this document and any signatures thereon shall be considered for all purposes as originals.

TERM: Due to the nature and length of time concerning commercial Real Estate dealings, this agreement will terminate twenty-four months after the conclusion of any disclosures or negotiations regarding the referenced Property or business.

SIGNATURE PAGE FOLLOWS



SIGNATURE PAGE

BUYER'S NAME: _____

PHONE: _____

EMAIL: _____

ADDRESS: _____

SIGNATURE OF BUYER: _____ Date: _____

AGENT'S NAME: _____


PHONE: _____

EMAIL: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

SIGNATURE OF AGENT: _____ Date: _____

DocuSigned by:


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LICENSED COMMERCIAL AGENT: SCOTT GINSBERG – LISTING AGENT _____

COMPANY NAME: BUY DIRECT REAL ESTATE –COMMERCIAL DIVISION

PHONE: 561-900-5006 _____

EMAIL: REALESTATESCOTT@ATT.NET _____

COMPANY ADDRESS: 5550 GLADES RD. STE.# 101 BOCA RATON, FL 33431