Standard Non-Disclosure Agreement ("NDA")

This Agreement is dated and effective as of the latest date below
(the "Effective Date") by and between:

Joshua Kobrin ("Broker" / Disclosing Party)
Vice President, Sales & Acquisitions, and Business Broker
NAI Miami - Fort Lauderdale
Email: joshk@naiftl.com
Website: www.naimia-ftl.com

Prospect name / entity

_____

individually, his/her agents or assigns (individually & together "Prospect")

Address **City**

_____ _____

State **Zip** **Country**

_____ _____ _____

Email **Phone / Cell**

_____ _____

Business name / description (the "Business")

_____

Business location

_____

Optional associated real estate / property

_____

Property address / parcel(s)

_____

Real estate included? _____ Yes / No / To be determined

For this NDA, the Business includes associated real estate identified above,
if applicable.

1. Confidential Information - Prospect has or will receive certain confidential business information given by Seller or Broker regarding the Business for sale ("Confidential Information"). This information provided on the Business is sensitive and confidential, and its disclosure to others may be damaging to the Business and to Seller. Prospect agrees to maintain and treat as confidential non-public information received from the Seller or Broker and from other associated parties. This confidential and proprietary information includes information disclosed to each Party as a consequence of their relationship and business dealings, not generally known in the industry in which each Party is or may become engaged, which includes, but is not limited to: clients, business contacts, potential clients, potential joint venture partners, inventors, potential investors, present and potential vendors, suppliers and service providers, as well as all pertinent information relative to the functioning of each Party and their affiliates, such as business and marketing and social media plans, financial information, profit formulas, billing systems, pricing, including information relating to research, development, trade secrets, and intellectual property. This obligation shall not extend to information that: (a) becomes publicly available; (b) is rightfully received by a third party without an obligation of confidence; or (c) is independently developed without resort to the information provided by the disclosing Party. Prospect shall take all reasonable precautions to prevent the disclosure of any confidential information to any third party without the prior written consent of the Seller or Broker, except that Prospect may disclose the Confidential Information to Prospect's legal counsel, accountant, or lender. Should Prospect at any time be requested to do so, Prospect shall promptly destroy or return to the Seller or Broker any or all copies of Confidential Information received from the Seller or Broker.

2. Information - Prospect acknowledges and agrees that Broker is acting as a conduit of the information provided by Seller and its representatives and has not and will not make any independent investigation of the accuracy or completeness of the information provided. All information and documents provided to Prospect concerning the Business are the property of Seller and must be returned immediately upon written request by Broker or Seller. Any and all representations and warranties shall be made solely by and between Seller and Prospect in a signed purchase/sale agreement and subject to the provisions thereof. Prospect specifically acknowledges and agrees that Broker makes no representations or warranties whatsoever, express or implied, to Prospect with respect to the Business and the veracity or completeness of the Confidential Information disclosed to Prospect, and any representations and warranties made by Seller. Prospect acknowledges and agrees that it will not rely upon any information, written or oral, furnished by Broker, and Prospect acknowledges and agrees that all Confidential Information received must be independently verified by Prospect. Prospect acknowledges and agrees that all Confidential Information furnished and/or received by Prospect is provided by Seller and is not verified by Broker or its agents, and that Broker and its agents are relying upon Seller for the accuracy and completeness of the information. Prospect agrees that any Confidential Information received by Prospect will not be used in any way to Seller's or Broker's detriment. Prospect and its authorized representative(s) executing this NDA acknowledge and agree that they shall be jointly and severally liable for any breach or threatened breach of this NDA, irrespective of whether the breach or threatened breach were the result of the actions of the signer of this agreement, or an agent, representative, or officer of Prospect, and further agrees to indemnify and hold Broker harmless from any claims or damages from their use and/or reliance thereon. The provisions in this paragraph shall also inure to the benefit of Broker's agents and shall survive termination of this NDA.

3. Conduct - Prospect acknowledges and agrees that all communications concerning the above Business shall be conducted solely through Broker and that Prospect shall be obligated to pay Broker its full compensation if Prospect intentionally interferes with, prevents, or otherwise contravenes Broker's right to be paid its compensation upon the occurrence of the following: 1) Prospect is ready, willing, and able to purchase the Business at the terms advertised by Seller, or at any other Price and/or terms acceptable to Seller; 2) Prospect buys, leases, receives in trade or otherwise obtains any part of the Business during the two (2) year period commencing from the date of the Effective Date; 3) Seller and Prospect enter into a contract for sale; 4)

Prospect, through no fault of Seller, fails or refuses to complete a sale, lease, trade, or other disposition of the Business after entering into an agreement to do so; 5) Prospect does any act equivalent of a purchase, or has an employment, independent contractor, or consulting relationship directly or indirectly with Seller. Prospect agrees to not approach or contact Seller or any of its officers, managers, or agents, or visit the physical Business location without an appointment arranged through Broker. Prospect agrees to not contact or approach Business's employees, independent contractors, customers, suppliers, and/or competitors without the express written consent of Broker. Prospect agrees not to contact the Business landlord without the express written consent of Broker. Should Broker provide written authorization to visit the Business, then Prospect will follow Broker's explicit instructions on how to conduct themselves when on site. Prospect shall be solely responsible for any breach of this Agreement by Prospect, Prospect's agents, representatives, or employees, and shall fully indemnify, defend, and hold Broker harmless from any costs, damages, or expenses whatsoever incurred by Broker by Prospect's violation, or threatened violation, of the terms of this Agreement.

4. Representation & Advice - Prospect understands and agrees that Broker is a transaction broker as defined in Chapter 475.001 et., sec. Florida Statutes. As such, Broker is not a single agent or representative of Seller or Prospect. Prospect further acknowledges and agrees that Broker has advised Prospect to consult an attorney and/or certified public accountant for assistance in reviewing and verifying the legal, financial, and/or any other information and Confidential Information regarding the Business.

5. Seller as Third-Party Beneficiary - Prospect acknowledges and agrees that Seller has the right to protect the Confidential Information and to enforce the terms of this NDA. Accordingly, and for such limited purposes only, Seller shall be considered an intended third-party beneficiary hereunder. The fact that Seller is not a signatory to this NDA shall not prohibit, alter, or limit Seller's or Broker's right to enforce the terms hereof. Seller may prosecute any action at law or in equity necessary to enforce its terms and conditions as though a party hereto.

6. Prospect's Warrants - Prospect represents and warrants that it does not represent any third-party competitor of the Business and is not an employee or agent of a competitor business. Prospect warrants that the sole purpose for requesting and receiving Confidential Information on the Business is to evaluate its desire to affect a purchase, merger, and/or acquisition of the Business, and Prospect acknowledges and agrees that no compensation will be payable to Prospect as a result of a purchase or merger and/or acquisition. Prospect acknowledges and agrees that Seller and Broker are relying upon the Prospect's agreement to be bound by the terms of this NDA in disclosing the Confidential Information to Prospect. Prospect further warrants that it is financially capable of purchasing the Business, has not filed for an undisclosed bankruptcy, and has not been convicted of any felony or crime and that Prospect has no legal impediments that would prevent it from purchasing the Business. If Prospect is a corporation, limited liability company, or other such entity, Prospect executes this Agreement on behalf of Prospect and warrants that he or she is duly authorized to do so.

7. Procuring Cause - Prospect acknowledges and agrees that Broker is the procuring cause of any purchase or other act set forth in paragraph 3 herein triggering Broker's right to compensation and acknowledges and agrees that for a period of two (2) years from the Effective Date to not deal directly or indirectly with the Seller, its agents, representatives, or assigns without the prior written consent of Broker. If Prospect, or an entity in which Prospect has an interest, or person or entity introduced to the Business and/or Seller by Prospect, enters into (a) a sale and/or purchase agreement or (b) management contract or other financial arrangement with Seller with respect to the Business or any part thereof, including leasing the Business premises from Seller or Seller's landlord, Prospect shall be liable to Broker for any and all damages Broker may suffer, including but not limited to the payment of the full compensation due Broker under a separate agreement with Seller. To ensure the collection of its compensation, Prospect hereby grants Broker the right

to place a lien on the Business Assets which may be acquired by Prospect in violation of this Agreement, and Prospect agrees and does hereby appoint Broker its attorney-in-fact to execute all documents necessary to perfect such lien, and this Agreement shall be Prospect's consent to do so as required by Florida Statute 475.42.

8. No implied waiver - Either Party's failure to insist in any one or more instances upon strict performance by the other Party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

9. Attorneys' Fees - In the event of any dispute or litigation arising out of or relating to this NDA, the prevailing Party shall be entitled to an award of its reasonable attorneys' fees, costs, and expenses incurred in both the trial court and appellate levels.

10. Consent & Jurisdiction-This Agreement shall be governed by the laws and construed in accordance with the laws of the State of Florida, and the Parties consent and agree that the Florida county where Broker's office is located, specified below, shall be the sole and exclusive venue for all proceedings relating to this Agreement and/or its subject matter, including without limitation the enforcement hereof. Prospect hereby waives all objections to establishing venue elsewhere. Prospect agrees that in the event of any breach or threatened breach of the provisions contained herein, Seller or Broker may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Broker and/or Seller against any such breach or threatened breach. Prospect acknowledges and agrees that Seller or Broker may obtain such equitable relief with the posting of a minimal bond as determined by a court of competent jurisdiction.

Venue county (where Broker's office is located):

_____

11. Copies-This NDA may be executed in multiple parts, and the separate parts may be jointly deemed as a whole. Prospect has received a copy of this NDA, and an electronically transmitted copy with signatures shall be considered as an original.

12. Wire Transfers-Broker will never request, verify, or send wire instructions by electronic mail or otherwise, and Prospect acknowledges and agrees to verbally verify account information directly from any Escrow Agent and not rely on account or contact information obtained via email or other sources without verbally confirming accuracy.

Signatures

Date

_____ _____

Prospect's Signature

Driver's License or Passport Number

_____

Date

_____ _____

Broker's or Agent's Signature

Agent for Selling Broker (Print Name)

_____

Joshua Kobrin
Vice President, Sales & Acquisitions, and Business Broker
NAI Miami - Fort Lauderdale
Email: joshk@naiftl.com
Website: www.naimia-ftl.com