



INTERNATIONAL BUSINESS BROKERAGE & REALTY INC.

www.ibbrgroup.com

Phone: 305. 663. 3494

17848 NE 5 Av Miami, Florida 33162

Fax: 305. 722. 3676

Buyer Profile /Confidentiality/Non-Circumvention Agreement

Information will not be released without the form completed.

Name: _____
Personal Address: _____ City: _____ State: _____ Zip: _____
Personal Ph: _____ Fax: _____ Mobile: _____
Email: _____ Best way to reach you: _____

Present Employer: _____
Business Address: _____ City: _____ State: _____ Zip: _____
Business Ph: _____ Fax: _____ Other: _____
Do you currently own your own company? _____ Do you own 100% of your company? _____ Position: _____
Company Name: _____ Type of Company: _____
Name of Business making a purchase: _____ Phone: _____
Address: _____
You are purchasing as: **Equity Group** ___ **Individual** ___ **Partnership** ___ **Public Corporation** ___

Available Risk Cash for Down Payment: \$ _____ Other sources of capital which may be available (family member, investor): \$ _____ Who else be participating as a BUYER in this transaction and in what capacity? _____
Are you the sole decision maker? ___ **Who else will need to sign on behalf of a purchase?** _____
Amount of financing needed? \$ _____ Collateral to be used: _____
How will you structure the transaction financing? _____

Work Experience and Education (or **attach a resume**): _____
Other Pertinent Info (special needs/obstructions): _____

This AGREEMENT is entered into between Prospective Purchaser ("BUYER") and International Business Brokerage & Realty Inc. ("BROKER"). BROKER is a transaction broker with limited but equal fiduciary responsibilities to both BUYER and SELLER.

BUYER understands and agrees that any and all dealings concerning any business opportunity presented by International Business Brokerage & Realty Inc. (BROKER) will be handled directly through BROKER. BUYER also agrees that for a period of two years from

this date not to directly or indirectly contact in any manner whatsoever the SELLER, the corporation, its employees, vendors, creditors, suppliers, accountant, attorney, partners, subcontractors or any other entity which is related to this transaction without the express consent of the BROKER. BUYER further agrees that any CONFIDENTIAL INFORMATION (that which is not available to the general public but which was made available through the SELLER and/or BROKER) received in any format regarding SELLER's business will be kept in absolute confidence and will not be used to compete with the SELLER, nor be disclosed to any person, excluding those parties specifically involved in the transaction itself (e.g. BUYER'S attorney, accountant, and registered partners). All information and all copies thereof supplied to BUYER by BROKER and/or SELLER shall be returned to SELLER immediately upon request. BUYER agrees that SELLER is the intended beneficiary of all covenants of PROSPECT which benefit the Seller, including without limitation the covenants concerning the use of information disclosed to BUYER. SELLER may bring an action to enforce such covenants.

In the event that BUYER violates this confidentiality agreement or any part of it, then BROKER and SELLER shall be entitled to any and all remedies provided by law, including but not limited to legal fees to the appellate level, injunctive relief and damages. If BUYER discloses the availability of any designated business opportunity presented by BROKER to any third party and BUYER or this third party enters into a sale, lease or any financial arrangement (PURCHASE) with SELLER without the BROKER, then BUYER and third party, in addition to the specified remedies specified herein, will also be directly responsible and liable for the payment of BROKER'S compensation together with that which would have been payable on the listed selling price or minimum compensation, whichever is greater, as well as any damages which the BROKER may suffer.

This Contract shall be governed by the laws of the state of Florida. Section 475.42(1) (j) of the Florida Statutes grants BROKER, at SELLER'S expense, the right to place any appropriate lien and encumbrance on the BUSINESS or real estate or both necessary to collect any compensation and this shall be the necessary authorization and consent as is required by the Statute. SELLER further grants BROKER a security interest under the Florida Uniform Commercial Code in and to all furniture, fixtures, equipment, inventory, accounts receivable and general intangibles of the BUSINESS as security for such COMMISSION or for COMMISSIONS due in the future arising out of any option which a BUYER may subsequently exercise, and authorizes BROKER to file this AGREEMENT as a financing statement to perfect such security interest. SELLER agrees to pay all attorney fees, court costs, collection fees and expenses including costs incurred by BROKER, at both the trial and appellate levels, in the enforcement of any of the conditions, terms, and provisions of this AGREEMENT. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement in the Circuit Court in and for Miami-Dade County, Florida. The parties hereby agree that any controversy which may arise under this Agreement would involve complicated and difficult factual and legal issues. Therefore, any action brought by either party, alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury.

BUYER agrees that this document may be submitted to SELLER for approval of confidential information released. BUYER acknowledges receiving a copy of this signed Agreement with signatures. Any copy of this document shall be considered for all purposes as original and legally binding. Buyer acknowledges by signing this document that he has the corporate resolution, right, and full authority to act on behalf of the partners/group/corporation/principals and it is an accurate representation of his intentions to review and purchase a business. By signing or typing, submitting this document to broker/seller indicates that the information submitted is a true and accurate presentation of the buyer.

BUYER PRINT Name: _____ **BUYER Signature:** _____
Information provided above is authorized representative of and on behalf of partners/group/corporation/principals

Date: _____