



## **CONFIDENTIALITY AGREEMENT**

Buyer \_\_\_\_\_ has requested from Watson Commercial Realty, Inc. certain confidential information regarding the following listings:

Listing # \_\_\_\_\_ Description \_\_\_\_\_  
\_\_\_\_\_ Initials \_\_\_\_\_

Listing # \_\_\_\_\_ Description \_\_\_\_\_  
\_\_\_\_\_ Initials \_\_\_\_\_

Listing # \_\_\_\_\_ Description \_\_\_\_\_  
\_\_\_\_\_ Initials \_\_\_\_\_

In order to induce Watson Commercial Realty, Inc. and Seller to make certain Confidential Information, as defined herein, available for Buyer review, Buyer hereby agrees to:

### **1. Confidentiality**

- a. "Confidentiality information" as used in this Agreement shall include the existence of the above described discussions and the substance thereof, and all information, documents and data previously or hereafter furnished, disclosed or transmitted by or on behalf of Seller and Watson Commercial Realty, Inc. to Buyer or its authorized employees, agents or representatives, provided that such information be in writing and clearly and conspicuously marked "Confidential Information" at the time of such oral disclosure and subsequently described as such in a detailed letter sent by the disclosing party, Seller and Watson Commercial Realty, Inc. to Buyer within 10 days of such disclosure, identifying such information as "Confidential Information" and reciting the date and place of oral disclosure as well as the person to whom disclosed. Confidential information may include, but is not limited to, information concerning Sellers financial affairs, business activities, operations, operating date and /or business plans, except as set forth in Paragraph 1(b).
- b. Confidential Information shall not include any information which:
  - \*\* Was previously known to Buyer other than as a result of discussions referred to above and free of any obligation to keep it confidential; or
  - \*\* Is or becomes publicly known through no wrongful act of failure to act of Buyer; or
  - \*\* Is independently developed by Buyer without the use of any information that would otherwise be Confidential Information, as shown by records of Buyer maintained in the ordinary course of its business; or
  - \*\* Is disclosed pursuant to a statute, regulation or the order of a court of competent jurisdiction, provided Buyer notifies Seller of the receipt of any request or requirement for such disclosure.

c. Each party shall:

\*\* Use the Confidential Information only in connection with the discussions referred to above, and for no other purpose whatsoever,

\*\* Restrict disclosure of the Confidential Information solely to those of its employees and agents, under similar restrictions of confidentiality, with a genuine need to know, and permit such employee or agents to use the Confidential Information only in connection with the discussions referred to above;

\*\* Use and require its employees and agents to use at least the same degree of care to protect the Confidential Information as is used with its comparable confidential information; and

\*\* Advise its employees and agents who receive the Confidential Information that they may only use, and are required to protect, such Confidential Information as set forth above.

2. Interest In

- a. Buyer agrees that neither it nor any of its agents, officers or employees will, without prior written consent of Seller and Watson Commercial Realty, Inc., directly or indirectly (i.) purchase, lease or acquire any interest in the business or the real property on which the business is situated, (ii.) acquire any interest in any equity which owns, purchases, leases or otherwise acquires an interest in the business or the real property on which Seller's business is situated, (iii.) acquire an interest in any loan, mortgage or financial obligation of Seller of which is secured by mortgage in the property and/or business or a security interest in any assets relating to the property, or (iiii.) assist any other person or entity to do any of the foregoing, whether by providing consultation, assistance, financing or otherwise. **In the event of breach of the foregoing provisions of paragraph 2** as compensation for the assistance of Watson Commercial Realty, Inc. will have rendered to Buyer in connection with such transaction by providing it with the information contemplated in this Agreement, Buyer will pay Watson Commercial Realty, Inc. a brokerage fee of an amount equal to 10% of the fair market value of the business and real property on the date of closing from the closing proceeds.

3. General

- a. The obligations of Buyer hereunder shall survive the termination of the discussions referred to in the first paragraph of this Agreement.
- b. At the request of Seller, all Confidential Information, including all copies, in the possession or control of Buyer, or in the control of Buyer's agents or representatives, will be returned immediately along with a certification by the other party that all such Confidential Information has been so returned.
- c. Nothing in this Agreement shall be construed as conferring, by license or otherwise from Seller to Buyer any rights in any Confidential Information disclosed pursuant hereto.
- d. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, and shall be construed in accordance with the laws of the state of Florida. If any provision of this Agreement shall be declared void, such

provision shall be deemed severed from this Agreement and the remainder of this Agreement shall remain in full force and effect. No provision of this Agreement may be waived by or on behalf of any party, unless waived in writing and agreed to in writing by Watson Commercial Realty, Inc. and the Seller.

- e. The persons signing this Agreement on behalf of the Buyer represent that they have all the necessary and proper authority to sign this Agreement on behalf of, and to bind to this Agreement the Buyer.

**4. Provisions**

- a. All prospective Buyers will furnish a copy of their Driver's License.
- b. No direct contact is allowed with the Seller or any employees of the Seller without verbal or written consent of Watson Commercial Realty, Inc. and Seller. Any such attempt to contact or interact with the Seller or employees of Seller without said permission is a Breach of Confidentiality. If this breach is proven to damage the goodwill of the business Buyer is liable for damages awarded by a court of competent jurisdiction.
- c. Any Real Estate Agents or Brokers representing potential Buyers must also sign the confidentiality Agreement and are bound by all of the above said terms and conditions.

Date: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Broker/Agent Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_