



INTERNATIONAL BUSINESS BROKERAGE & REALTY INC.

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General Buyer Profile /Confidentiality/Non-Circumvention Agreement

Attention: *No information will 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: _____

Ideal Business: _____

1. Objective (Investment, life style change, relocation, job, etc.): _____

2. Lifestyle (more time with kids, more travel, hold another job, shorter hours, more simple living, etc): _____

3. Determining aspects (money, location, life style, absentee management, type of company): _____

Geographic Preferences (counties/cities): _____

Expected Gross Revenues: \$ _____ to _____ Rate of Return on Investment wanted: _____%

Desired Purchase Price Range: \$ _____ to _____

Annual Personal Salary Requirement (Pre-Tax Discretionary Cash Flow): \$ _____

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? _____

This **CONFIDENTIALITY** AGREEMENT (“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. BROKER is a transaction broker with limited fiduciary responsibilities to BUYER and SELLER. BUYER agrees that SELLER is the intended beneficiary of all covenants of BUYER which benefit the SELLER, including without limitation the covenants concerning the use of information disclosed to BUYER.

BUYER understands and agrees that all dealings concerning any business opportunity presented by BROKER will be handled directly through BROKER and for a period of three (3) years from this date will not deal directly or indirectly with the SELLER without the BROKER'S written consent. BUYER agrees not to contact in any manner whatsoever the SELLER, the corporation, its employees, vendors, creditors, suppliers, accountant, attorney, partners, subcontractors or any other entity who is related to this transaction without the express consent of the BROKER. BUYER acknowledges that BROKER is the broker of procuring cause. Prior to submitting a letter of intent, a purchase agreement, or in the event that BUYER intends to enter into a relationship with SELLER in any manner whatsoever, BUYER will place the a good faith deposit equal to twelve percent of the offering price into an escrow account with BROKER'S attorney (ESCROW AGENT) as a credit towards the purchase price. This document will be a part of and reference to any definitive agreement between BUYER and SELLER.

In the event that BUYER violates this confidentiality agreement in any manner whatsoever, or gives misleading information regarding his financial capabilities or his intentions to purchase, then BUYER will compensate BROKER the full commission on the SELLER'S listing price in full in the cashier's check within three (3) days of BROKER'S written request and both BROKER and SELLER shall be entitled to any and all remedies provided by law, including but not limited to legal fees to the trial and appellate levels, injunctive relief and damages. If BUYER discloses the availability or confidential information 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 immediately and 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, and 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. 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 BROKER will not independently warrant or represent the accuracy of any information provided by BUYER or the SELLER. All data on business opportunities are provided for information purposes only. BUYER acknowledges that BUYER is hereby advised to seek the independent counsel of an attorney and/or an accountant to verify any and all information supplied to BROKER by SELLER and to examine any and all applicable documentations relevant to the transaction. SELLER information provided to BUYER is subject to change without notification.

By any means returned, this document with original or electronic signatures or a copy of it, BUYER agrees that the information he has provided is a true and accurate representation of himself, his intentions and capabilities in which to purchase a business and agrees that this document may be submitted to SELLER for approval of confidential information released and any copy of this is a legally binding document. If BUYER is fraudulent in his intentions, capabilities or representation of himself, BROKER may use this document as an instrument to make secure his brokerage fee. BUYER acknowledges receiving a copy of this signed Agreement with signatures. Any modifications on the **Confidentiality** on this document by BUYER will invalidate it.

Carol B Helms President, IBBR

BUYER PRINTED Name: _____ **BUYER Signature:** _____ **Date** _____
Information provided above is authorized representative of and on behalf of partners/group/corporation/principals, both jointly & severally

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