

STANDARD CONFIDENTIALITY / NON-DISCLOSURE STATEMENT

RE: Authentic Italian Pizzeria for Sale

Name: _____ (Interested Party) understands and agrees that all dealings concerning said business opportunity will be handled through Owner /Operator. INTERESTED PARTY further agrees that information received with respect to the above-mentioned opportunity will be kept in strict confidence, will not be used to compete with the SELLER and that INTERESTED PARTY shall not disclose this information to any person, excluding those parties specifically involved in the transaction itself and the INTERESTED PARTY'S sole purpose in seeking information about the business is to purchase a business. In the event that INTERESTED PARTY violates this confidentiality covenant or any other covenant herein with respect to SELLER, then OWNER, Listing OWNER and SELLER shall be entitled to all remedies provided by law, including but not limited to injunctive relief and damages. The same remedies shall be afforded and available to the OWNER.

All data on business opportunities are provided for information purposes only. No representation is made by OWNER as to the accuracy of the data provided. OWNER encourages INTERESTED PARTY to thoroughly review and independently verify to INTERESTED PARTY'S own satisfaction that the data provided is substantially representative of the business activity of the SELLER and can be relied upon when considering the purchase of said business opportunity of SELLER. INTERESTED PARTY acknowledges that INTERESTED PARTY has been advised to seek the independent counsel of an attorney and/or an accountant to verify the information supplied to OWNER by SELLER and to examine any and all applicable documentation relevant to the transaction.

In the event that INTERESTED PARTY discloses the availability of said designated business opportunity of SELLER to any third party and this third party purchases the business without the OWNER, then INTERESTED PARTY, in addition to the remedies specified herein above, will also be responsible for the payment of OWNER'S compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater.

INTERESTED PARTY agrees that he will not within three years from this date deal directly or indirectly with the SELLER without the OWNER'S written consent and should the INTERESTED PARTY do so directly or indirectly and a sale, management agreement, lease or other financial arrangement, of the SELLER'S premises from the SELLER or Landlord is consummated, the INTERESTED PARTY shall be liable for all and any damages which the OWNER may suffer, including but not limited to the compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater and INTERESTED PARTY further agrees in terms of Section 475.42(1)(j) of the Florida Statutes, the OWNER at BUYER'S expense shall have the right to place any appropriate lien and encumbrance on the business and real estate or both, necessary to collect any compensation and this shall be the necessary authorization and consent as is required by the Statute. BUYER further grants OWNER a security interest under the FLORIDA UNIFORM COMMERCIAL CODE in and to all furniture, fixtures, inventory, accounts receivable and general tangibles of the BUSINESS as security for such commissions due in the future arising out of any options which a BUYER may subsequently exercise and authorizes OWNER to file this Agreement as a financing statement to perfect such security interest. For the purpose hereof the Interested Party shall include any corporation, which the BUYER may use to purchase the said business.

This Contract shall be governed by the laws of the State of Florida and the parties and the Owner 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 taking any controversy or claim to a Court of Competent Jurisdiction and to file a suit at law and/or in equity. The parties agree that jurisdiction and venue with venue for the entry of judgment up on said judgment shall be in Escambia County, Florida. The court is directed to award the expenses of the lawsuit, all reasonable attorney's fees and costs, to the prevailing party in the lawsuit. No action shall be entertained if filed more than two years subsequent to the date the cause (s) of action actually occurred regardless of whether damages were otherwise as of said time calculable. The Owner shall be entitled to all information and copies of all documents relating to the lawsuit from the parties. In any event the Owner shall be entitled to a copy of all filings, pleadings and rulings within 5 days after such papers are issued.

The SELLER is the intended beneficiary of all covenants of Interested Party, which benefit the SELLER, including without limitation, the covenants concerning the use of information disclosed to Interested Party, and may bring an appropriate action to enforce such covenants. The Interested Party acknowledges receiving a copy of this document. An electronic transmission of this document and any signatures shall be considered for all purposes as originals.

Date: _____

X _____

INTERESTED PARTY Signature

Phone: _____

Address: _____

City State Zip

E-Mail: _____