

Confidentiality and Non-Disclosure Agreement



("Prospect")

and ----- ("Prospect's Rep")

and LANDMARK COMMERCIAL REALTY GROUP ("**Sales Broker**")

agree to the following terms regarding the real property or business opportunity (collectively "Property") described as:

1. Confidentiality. Prospect and Prospect's Rep acknowledge that all information and materials provided by Sales Broker regarding the above-referenced Property is confidential and may not be used for any purpose other than evaluation. Prospect's and Prospect's Rep's dissemination of any information and materials provided by Sales Broker will be limited to attorneys, accountants, banking representatives, and business advisors directly involved with the above-referenced Property. In the event the transaction is not successful, Prospect and Prospect's Rep will immediately return to Sales Broker any information and materials provided by Sales Broker.

2. Non-Disclosure. Sales Broker, Prospect, and Prospect's Rep agree not to disclose to any other person the fact that any discussions or negotiations are taking place with regard to the Property, the actual or potential terms, conditions, or facts involved in any such discussions or negotiations.

3. Non-Circumvention. Prospect and Prospect's Rep agree not to contact the Property owner, landlord, tenants, employees, listing broker, or customers except through Sales Broker. Prospect and Prospect's Rep further agree not to circumvent or interfere with Sales Broker's contract or agreement with listing broker/owner/landlord in any way.

4. Verification of Data. No representation is made by Sales Broker as to the accuracy of the information and materials provided. Prospect and Prospect's Rep agree to thoroughly review and independently verify the information and materials provided. Sales Broker advises Prospect and Prospect's Rep to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated.

5. Disputes. This agreement will be construed in accordance with the laws of the State of Florida. The Sales Broker will be entitled to all remedies provided by law, including but not limited to injunctive relief and damages. In any litigation arising out of this agreement, the prevailing party will be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses.

6. Term. This agreement will terminate 1 (one) year after the conclusion of any discussions or negotiations regarding the above-referenced Property.

Prospect

Date

Prospect's Rep and Title or Authorized Agent and Title

Date

Sales Broker and Title or Authorized Agent and Title

Date