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4301 32nd Street West, #EV8 Bradenton FL 43205

## **COVENANT OF CONFIDENTIALITY**

It is understood that the following Covenant of Confidentiality agreement shall apply to all properties listed by Fortune Real Estate or any property presented to you by an agent of Fortune Real Estate (Broker).

- 1. The undersigned acknowledges that said information, including the identity of said business, is in all respect of a confidential nature and that any disclosure or use of said information by the undersigned, except for the express purpose of evaluation for the intent of purchase or merger, may cause serious harm or damage to the business, its owner and proprietors. Therefore, the undersigned agrees not to use or employ said information for any purpose other than the due diligence necessary for the potential purchase or merger of said business. The undersigned agrees to take steps necessary to insure said information shall not be disclosed or revealed to any outside sources without written consent of Fortune Real Estate. Any unauthorized disclosure will constitute a material breach by you of the confidentiality agreement. Any information supplied is to be returned to seller or Broker upon request.
- 2. The undersigned agrees to:
  - a) Not disclose any information regarding the business to any other person who has not also signed the Agreement except to secure the advice and recommendations of my business advisors (accounts, attorneys, etc.) "Information" as used in this agreement shall include the fact the businesses are for sale, plus all data provided.
  - b) Not contact the business owners or their Landlords, employees, suppliers or customers except thru Broker. All correspondence, inquiries, offers to purchase, and negotiations relating to the purchase or lease of any business or real estate presented by the Broker will be conducted exclusively through the Broker.
  - c) Not circumvent or interfere with Broker's contract with the Seller in anyway. I/we understand that if we interfere with Broker's contract right to its fee from Seller, I/we may be personally liable to Broker for payment of the Seller's fee. I/We understand that should I/we become a manager or otherwise connected with any of the businesses disclosed to me/us then a fee will be due Broker. I/we understand that if I/we make the purchase through Broker, I/we will not be liable for the fee to be paid by Seller to Broker.
- 3. The undersigned understands that all information regarding businesses or real estate for sale is provided by the Seller or other sources and is not necessarily verified in any way by Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, expresses or implied, as to the accuracy of such information. I/we agree that Broker is not responsible for the accuracy of any other information I/we receive, and I/we agree to indemnify and hold Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to me/us with respect to any business I/we might purchase.
- 4. Electronic Signature Agreement: By typing your name(s) in the signature field(s) you are signing this Agreement electronically and you agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By typing your name(s) in the signature field(s) you consent to be legally bound by this Agreement's terms and conditions. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and Fortune Real Estate. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement. You further agree that each use of your E-Signature in obtaining a Fortune Real Estate service constitutes your agreement to be bound by the terms and conditions of Fortune Real Estate.

5.	I/we acknowledge	that I/we	have saved an ex	act copy of	this Agreem	ent before	electronicall	ly processing	it Fortune	Real Estate,	and that l	/we hav	ve read thi	S
Αg	greement carefully ar	nd fully un	nderstand it.											

Signature	Date (mm/dd/year)	
Signature (type NA if only 1 person)	Date (mm/dd/year)	
Company		

All parties involved in the search to buy through <u>Fortune Real Estate</u> must sign this form (submit multiple forms, if necessary). Complete this form and save it to a file. Email the completed form to <u>info@FortuneRealEstate.com</u> and we will contact you.

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