



## CONFIDENTIALITY AGREEMENT

The undersigned individual (hereinafter referred to as "Prospect"), on behalf of himself/herself and any persons or entities the Prospect represents, or of which the Prospect is an owner or employee, in consideration of **Prakas & Company** (hereinafter referred to as "PC") agreeing to provide "Confidential Information" on the various subject businesses and/or properties identified on Exhibit A (attached hereto and made a part hereof), hereby agrees as follows:

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### 1. Definition of Confidential Information

The term "Confidential Information" refers to any and all non-public information regarding a business or property disclosed by PC, including but not limited to:

- Financial information (e.g., financial statements, tax returns, rent rolls)
  - Business plans, proprietary data, records, client names, and addresses
  - The fact that a business or property is for sale or lease
  - Lease agreements, sales contracts, or other sensitive business documents
  - Any verbal or written communications, including those delivered in person, by phone, email, or other forms
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### 2. Confidential Contact

The term "Confidential Contact" refers to any person, entity, or property disclosed to the Recipient in Exhibit A or any revised version of Exhibit A. PC shall have the right to revise Exhibit A and provide it to the Recipient at any time. The Recipient agrees that receiving such a revision binds the Recipient to this Agreement unless the Recipient objects in writing within 48 hours of receipt.

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### 3. Enforceability

This Agreement shall protect both PC and the owner of any business or property whose Confidential Information is disclosed to the Recipient. Either party may enforce the terms of this Agreement against the Recipient.

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#### **4. Non-Disclosure**

Recipient agrees not to disclose, directly or indirectly, any Confidential Information to any third party without the prior written consent of PC. Disclosure is only allowed to individuals (partners, employees, agents) directly involved in the evaluation of the transaction, provided they are also bound by the terms of this Agreement.

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#### **5. Non-Disclosure of Representation**

If Recipient is a real estate broker, agent, or representative, Recipient agrees to fully disclose their representation status in writing before signing this Agreement. Any real estate broker or agent signing this Agreement without clearly stating their representation status will forfeit the right to represent a buyer after receiving Confidential Information.

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#### **6. Broker Representation and Fees**

The Recipient acknowledges that PC may represent businesses or properties under a variety of listing types, including but not limited to exclusive listings or pocket listings. The Recipient agrees that PC is entitled to the fees outlined in this Agreement regardless of the listing type and that the terms of this Agreement remain enforceable.

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#### **7. Third-Party Broker Disclosure & Commission Waiver**

If the Recipient is represented by a third-party real estate broker, agent, or consultant, such representation must be disclosed to Prakas & Co. in writing before any Confidential Information is disclosed. Failure to disclose such representation prior to the receipt of Confidential Information shall constitute a waiver of any right to commission or compensation by the Recipient's broker in connection with the transaction.

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## **8. Fees and Commission**

The Recipient shall not be liable or responsible for payment of any fees or commission due upon the acquisition, purchase, or lease of the subject business or property set forth on Exhibit A, unless the Recipient negotiates and closes on the acquisition, purchase, or lease in the absence of Prakas & Co. ("PC").

In the event that the Recipient enters into a transaction of any type with a Confidential Contact and PC is not included in the closing documents as the broker entitled to receive commission upon the closing, and PC is not paid its fee, the Recipient shall be liable and responsible for paying PC a commission equal to:

- Ten percent (10%) of the closing sale price (the aggregate amount paid to the seller or on the seller's behalf), and/or
- Six percent (6%) of the monthly lease payments for the term of the lease, including any renewal periods or any previous agreements between the seller or lessor and PC, whichever amount is greater.

In the event that a closing takes place without PC receiving its commission as stipulated above, PC may exercise its rights under Sections 475.700 et seq. (Commercial Real Estate Sales Commission Lien Act) and 475.800 et seq. (Commercial Real Estate Leasing Commission Lien Act) of the Florida Statutes, including the filing of a lien on the property for services rendered.

For the purposes of this Agreement, PC shall be treated as a party to any Sale and Purchase Contract or Lease Agreement. This provision shall survive this Agreement and any closing that may occur.

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## **9. Commission Enforcement Through Closing Documentation**

The Recipient agrees that Prakas & Co. shall be incorporated into all final purchase agreements, sale agreements, or lease agreements as the broker entitled to a commission, and that Prakas & Co. shall be paid its fee upon closing. Failure to include Prakas & Co. in the closing documentation shall entitle Prakas & Co. to enforce its commission rights, including filing a lien on the property, in accordance with applicable law.

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## **10. Prohibited Communication**

The Recipient agrees not to communicate, directly or indirectly, with any Confidential Contact, or any employees or agents of any Confidential Contact, without the written consent of PC. Any unauthorized contact will be considered a material breach of this Agreement.

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## **11. No Warranty of Accuracy**

PC does not warrant the completeness or accuracy of any Confidential Information provided. Recipient acknowledges that they must perform their own due diligence in evaluating the business or property.

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## **12. Limitation of Use**

Recipient agrees that the Confidential Information is provided solely for the purpose of evaluating a potential transaction with the business or property and that it shall not be used for any other purpose, including but not limited to shopping the listing to other buyers, competitors, or unauthorized third parties.

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## **13. Term and Renewal Period**

This Agreement shall remain in effect for one year from the date it is signed and shall automatically renew upon the receipt of any revised Exhibit A. The obligations of confidentiality shall survive termination for an additional period of five (5) years.

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## **14. Dispute Resolution**

Any disputes related to this Agreement shall be resolved by arbitration in [Insert County, State], in accordance with the rules and regulations of the American Arbitration Association. Should either party be the prevailing party in arbitration, the losing party shall be responsible for paying all attorney's fees and related costs.

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**IN WITNESS WHEREOF**, the undersigned have executed this confidentiality agreement as of the date first written above.

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**Prakas & Co.**

By: \_\_\_\_\_

Name:

Title:

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

**Recipient**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

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



**Exhibit A**

**NAME OF BUSINESS OR PROPERTY DESCRIPTION      DATE**

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____