



Mid America Advisors

## CONFIDENTIALITY AGREEMENT & STANDARD DISCLOSURE STATEMENT( NDA)

( Print Full Buyer Name/Company & Email Address) \_\_\_\_\_ herein known as PROSPECT, acknowledges and agrees that the PROSPECT approached Mid America Advisors, herein known as BROKER, and that BROKER was the first to advise the PROSPECT of the availability of the following business opportunities and real properties, herein known as OPPORTUNITIES.

( List all businesses you are interested in by description and if available BBS or MLS Number)

1. \_\_\_\_\_ 2. \_\_\_\_\_
3. \_\_\_\_\_ 4. \_\_\_\_\_
5. \_\_\_\_\_ 6. \_\_\_\_\_

PROSPECT understands and agrees that all dealings concerning said OPPORTUNITIES will be handled through the BROKER and that the BROKER represents the seller(s) and will be paid for its services by the seller(s). PROSPECT further agrees that ALL information (including the fact that the above OPPORTUNITIES are for sale) received with respect to the above mentioned OPPORTUNITIES will be kept in strict confidence and that the PROSPECT shall not disclose any information including the fact that the above OPPORTUNITIES are for sale to any person, including employees and the owners of the OPPORTUNITIES. The PROSPECT may disclose required information to parties specifically involved in the transaction itself, but shall instruct any party so disclosed that PROSPECT may be held liable for commissions or other damages if any so other disclosed party fails to maintain confidentiality. In the event the PROSPECT or any party disclosed by PROSPECT violates this confidentiality agreement or any other covenant herein with respect to one or more OPPORTUNITIES, both the BROKER and the seller(s) of the OPPORTUNITIES shall be entitled to all remedies provided by law, including, but not limited to, injunctive relief and damages.

All data on OPPORTUNITIES is provided for information purposes only. No representation by the BROKER as to the accuracy of the data is provided. BROKER encourages PROSPECT to thoroughly review and independently verify to PROSPECT'S own satisfaction that the data provided substantially represents the business activity of the OPPORTUNITIES. PROSPECT acknowledges that in purchasing any of the above OPPORTUNITIES, that PROSPECT is relying solely on PROSPECT'S own verification of the business activity of the OPPORTUNITIES and is specifically not relying on any information, verbal or in writing, provided by the BROKER. PROSPECT acknowledges that PROSPECT has been advised to seek the independent counsel of an attorney and/or accountant to verify any information provided by the BROKER to the PROSPECT and to examine all applicable documentation relevant to the transaction.

In the event that PROSPECT discloses the availability of the herein disclosed OPPORTUNITIES to any third Party and that third Party, or the PROSPECT, purchases one or more of the OPPORTUNITIES without the BROKER, then PROSPECT, in addition to the remedies specified herein, will also be responsible for the payment of the BROKER'S standard commission. PROSPECT additionally agrees that should PROSPECT or any of PROSPECT'S assigns, employees, partners, family or affiliated companies sell all or any part of PROSPECT'S business or real property, or any business or real property with which PROSPECT is affiliated, to any OPPORTUNITIES disclosed herein, or owner, assigns, directors, employees, partners or family of the same, then the PROSPECT shall pay Broker, Broker's standard commission on the aggregate value of all compensation, received for the business or real property sold. Furthermore, if PROSPECT purchases any other business or real estate from any OPPORTUNITIES herein, or from owner(s), assigns, directors, employees, partners or family of the same, PROSPECT shall be liable to the BROKER for it's standard commission.

This agreement shall be construed and enforced in accordance with the laws of the State of Florida. The BROKER and PROSPECT agree to the personal jurisdiction and venue of a court with jurisdiction in Johnson County KS. Should litigation result from or arise out of this agreement or the performance thereof, the PROSPECT and BROKER agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses. whether or not taxable by the court as costs, in addition to any other relief or damages to which the prevailing party may be entitled. In such event, no action shall be entertained if filed more than one year subsequent to the date the causes of action occurred regardless of whether damages were otherwise calculable as of said time.

The PROSPECT swears that he/she is the party signing this agreement and that the address and telephone number given are true and correct. PROSPECT also swears that he/she does not represent some other third party, any local, state, or federal governmental agency, any competitor, nor is PROSPECT an employee of any competitor or any employee of any OPPORTUNITY disclosed herein. If PROSPECT does represent some other third party, governmental agency, competitor, or is an employee as described above the name of that third party, governmental agency, competitor or OPPORTUNITY is:

The PROSPECT swears that the financial information and personal information provided by the PROSPECT to the BROKER is accurate and that he/she currently lives at the address provided to the BROKER. A FACSIMILE COPY OF THIS DOCUMENT SHALL SERVE AS AN ORIGINAL FOR ALL PURPOSES.

**( Buyers Please Note: All of the information below must be filled out completely. A dollar amount must be included in available funds and source must be indicated . These items must be complete for us to forward any information.**

Interest in what type(s) of business: \_\_\_\_\_

Available funds: \$ \_\_\_\_\_ Source of funds: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

PROSPECT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_