

## Confidentiality Agreement and Non-Circumvent agreement

It is understood and agreed to that the Discloser Realtor Jeffrey Clark and the Recipient \_\_\_\_\_ and or Affiliates, individually the Party (the "Party"), collectively the Parties (the "Parties") would like to exchange certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the Parties agree as follows: If recipient is a Realtor or Broker, Buy Direct Real Estate agrees to share commission 50/50.

1. The confidential information to be disclosed by Discloser under this Agreement ("Confidential Information") is described as and includes: Certain business's specific but not limited to, the business, all licenses ,land, buildings, fixtures, personal property, intellectual property and inventory presented by Jeff Clark of Buy Direct Realty, sent from jccempire@aol.com, or gascstore@gmail.com).

In addition to the above, Confidential Information shall also include: (a) other confidential and/or sensitive information which is disclosed by Discloser in writing and marked as confidential, or with other similar designation at the time of disclosure, and; (b) confidential and/or sensitive information, disclosed by Recipient to include but not limited to Recipient's business, relationships, financing, structures, etc and both the Discloser and Recipient shall have a duty to protect said information.

The Recipient and all its associates shall make all offers through Broker Buy Direct REAL Estate Broker and or agent Jeffrey Clark. **Recipient also agrees not to contact the seller directly without Brokers Written Consent.** All communications shall pass between Broker, agent and Recipient, unless agreed to in writing. All parties to this agreement agree not to circumvent Broker, agent or Recipient. If **Recipient or any of its associates** negotiates **and purchases** directly with Seller they agree to pay a \$50,000 dollar fee to Buy Direct Real Estate, unless Discloser or Broker have provided written consent.

2. The Parties shall use the Confidential Information only for the purpose of evaluating potential business and investment relationships.

3. The Parties shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, employees, affiliates, agents and consultants having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of the other party. The Parties shall have satisfied their obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by their directors, officers, partners, employees, affiliates, agents and consultants and others who are permitted access to or use of the Confidential Information. This agreement is valid for 2 years after the signed date.

4. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information (a) that was in Recipient's or Discloser's possession before receipt of Confidential Information; (b) is or becomes a matter of public knowledge through no fault of Recipient or Discloser; (c) is rightfully received by Recipient or Disclose from a third party not owing a duty of confidentiality to the Discloser or Recipient; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser or Recipient; or (e) is independently developed by Recipient or Discloser.

5. This Agreement shall not be construed as creating, conveying, transferring, granting or

Disclosure Initial Here \_\_\_\_\_/Recipient Initial Here \_\_\_\_\_

conferring upon the Recipient or Disclosure any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

6. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Discloser may, at its sole discretion, using its own information, offer such products and/or services for sale and modify them or discontinue sale at any time. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

7. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.

8. If there is a breach of any provision by any party to any provision of this Agreement, it is agreed and understood that breaching Party shall have a penalty of \$50,000, (Fifty Thousand US Dollars).

9. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the State of Florida, U.S.A. In the event there is a breach to this agreement, any and all disputes must be settled in a court of competent jurisdiction in the State of Florida, U.S.A.

**WHEREFORE**, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

**RECIPIENT**

Name (Print): \_\_\_\_\_ Address: \_\_\_\_\_

Sign name: \_\_\_\_\_ City,State,Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Broker Bus name \_\_\_\_\_

Gas Stations cash price range you would like to be emailed? \_\_\_\_\_

**DISCLOSER**

Name (Print): Jeffrey Clark Address: 5550 Glades Road

Sign name: \_\_\_\_\_ City,State,Zip: Boca Raton, FL 33431

Phone Number: (561) 860-0077 Fax **1-888-453-4118**