

BUYER'S ACKNOWLEDGEMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT

The undersigned ("Buyer", individually and on behalf of any affiliated prospective buyer, acknowledges being first introduced to the property and to business identified herein by _____. The undersigned requests information relating to the following property: Car Wash located in Polk County, FL.

Such information shall be provided to the undersigned. The undersigned agrees as follows:

1. **NON-DISCLOSURE OF INFORMATION:** The undersigned acknowledges that Seller desires to maintain the confidentiality of the information disclosed. The undersigned agrees with Agent not to disclose or permit access to any Confidential Information without the prior written consent of the Seller, to anyone other than Buyer's employees, legal counsel, accountants, lenders or other agents or advisors to whom disclosure or access is necessary for Buyer to evaluate the property, and then only if these parties understand and agree to maintain the confidentiality of such Confidential Information. The undersigned shall be responsible for any breach of the agreement by these parties, and neither Buyer nor these parties shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the business or as may be required by legal process.
2. **DEFINITION OF "CONFIDENTIAL INFORMATION":** The term "Confidential Information" shall mean all information, all financial, marketing and pricing information, rent rolls, business methods, correspondence, employee lists and any other information whether written, oral or otherwise made known to Buyer (a) from any inspection, examination, or other review of the books, records, assets, liabilities, or processes of Seller; (b) from communication with Seller or its representatives; (c) during visits to Sellers premises, or (d) through disclosure or discovery in any other manner. However, Confidential Information does not include any information that (a) is or becomes generally available to the public other than as a result of a wrongful disclosure by the buyer, its affiliates, or its employees, officers, directors, shareholders, principals, agents, advisors, contractors, subcontractors, or representatives, or by any person in such capacity at any of its affiliates, or a wrongful disclosure by any other person under a duty to keep such information confidential; was actually known by the buyer prior to disclosure hereunder as evidenced by the buyer's tangible records; or is developed or discovered by the Buyer independently and solely without the use of any confidential information disclosed hereunder.
3. **DISCLAIMER OF AGENT'S LIABILITY AND BUYER'S RESPONSIBILITY:** Agent typically receives information about the property he is marketing from the Seller or Seller's representatives, which information usually includes but is not limited to: financial statements, and facility leases. Buyer understands that the Agent does not audit or verify any information given to Agent or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future investment performance. Any decision by Buyer to purchase the property shall be based solely on Buyer's own investigation and that of Buyer's legal, tax or other advisors. Agent urges Buyer to obtain independent legal and tax counsel.
4. **NON-CIRCUMVENT AGREEMENT:** Buyer shall conduct all inquiries into and discussions about the property solely through Agent and shall not directly contact the Seller or Seller's representatives without Agent's prior authorization. The Buyer further affirms that they are being represented by _____. By leaving blank, Buyer acknowledges that they are not being represented by an Agent and warrants & represents that no other Brokers are entitled to compensation should a transaction of the property consummate through Buyer and, or their affiliates.
5. **AFFILIATES:** "Affiliate" shall mean, as to any individual, partnership, joint venture, corporation, limited liability company, trust, estate or other entity or organization (a "person"), any person controlled by, controlling, or under common control with such person. For purposes of this definition, "control" (including the terms indirectly, alone or in concert with others, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of securities, by contact, or otherwise. A person shall be presumed to control any partnership of which such person is a general partner.
6. **OTHER TERMS:** This agreement can only be modified in writing, signed by both Agent and Buyer. Waiver of any breach of this agreement shall not be a waiver of any subsequent breach. This agreement supersedes all prior understandings or agreements between the parties with respect to its subject matter.

This Agreement shall terminate 120 days from the date of execution below.

Buyer: _____

Date: _____

Print Name: _____

Phone Number: _____

Email: _____