



Waterway, Inc.
Confidentiality and Disclosure Agreement

_____ and its/his/her associates and affiliates, herein known as PROSPECT, hereby requests confidential information and acknowledges that Waterway, Inc., acting as a Business Broker (BROKER) currently and going forward, is the only source to provide such information to Prospect, and that BROKER, given the initial and ongoing submission of information, is the representation of record concerning the following business opportunities:

<u>LISTING NUMBER</u>	<u>BUSINESS DESCRIPTION</u>	<u>INITIALS</u>

1. PROSPECT understands and agrees that all dealings concerning the opportunities above will be handled through BROKER and that **BROKER has entered into agreements with Sellers for the payment of commissions.** BROKER will furnish to PROSPECT certain proprietary information relating to the various operations, properties, personnel, financial and other matters which are non-public, confidential or proprietary in nature and are hereinafter referred to as "Proprietary Information." The Proprietary Information will be kept confidential and shall not, without the prior written consent of BROKER, be disclosed by PROSPECT or its agents, representatives or employees, in any manner whatsoever, in whole or in part, and shall not be used by PROSPECT, its agents, representatives or employees, other than in connection with the purchase of one of the opportunities described above. PROSPECT shall be fully responsible for any breach of this Agreement by itself, its agents, representatives or employees. The Proprietary Information (including any copies thereof) will be returned to BROKER immediately upon request. PROSPECT agrees that it shall not retain any copies of the Proprietary Information supplied pursuant to the terms and conditions of this Agreement.

2. Any and all information provided to PROSPECT is provided for informational purposes only. BROKER does not make any representations and/or warranties as to the accuracy of the information provided and that PROSPECT is to make his or her own independent evaluation of the opportunities described above. PROSPECT acknowledges that BROKER has advised PROSPECT to seek independent professional advice in the review and evaluation of the information provided and that PROSPECT should seek the advice of an attorney and/or certified public accountant.

3. In the event PROSPECT discloses the availability of said designated opportunities to a third party who purchases a business without BROKER assistance, then PROSPECT, in addition to the remedies specified herein, is also responsible for payment of BROKER'S compensation which would have been paid on the listed selling price or minimum compensation, whichever is greater.

4. For two years from the date of this Agreement, PROSPECT agrees not to deal directly or indirectly with the Seller's of the opportunities listed above without the prior written consent of BROKER; If PROSPECT enters into a sale and/or purchase agreement, a management contract or other financial arrangement with a Seller of an opportunity, excluding Broker participation, PROSPECT shall be liable for any and all damages BROKER may suffer, including but not limited to the Seller's commission payable on the sales price. In the event described herein, PROSPECT agrees and does hereby appoint BROKER its attorney in fact to execute all documents necessary to place a lien on the business assets to collect its compensation, and this Agreement shall be the consent to do so as required by state law.

5. This Contract shall be governed by the laws of the state of Florida. Any breach of this Agreement shall result in the prevailing party being entitled to receive from the other party all of its reasonable attorney's fees, costs, and expenses incurred at both the trial and appellate levels. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement in the Circuit Court in and for Nassau County, Florida. The parties hereby agree that any controversy which may arise under this Agreement would involve complicated and difficult factual and legal issues. Therefore, any action brought by either party, alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury.

6. The Seller is the intended beneficiary of all covenants of PROSPECT, which benefit the Seller, including without limitation the covenants concerning the use of information disclosed to PROSPECT, and a Seller may bring an action to enforce such covenants. PROSPECT represents and warrants to BROKER that PROSPECT does not represent a third party or governmental agency. If Prospect is a competitor of the business or PROSPECT is employed by a competitor, Prospect acknowledges the sole purpose for receiving any information regarding the business is to purchase said business and will not use information for competitive benefit. If Prospect does utilize information for competitive benefit, Prospect agrees to pay damages as deemed appropriate by a judge. PROSPECT acknowledges receiving a copy of this Agreement and a facsimile copy with signatures shall be considered as original.

PROSPECT (1) Date

Telephone Number

Address

City State Zip

PROSPECT (2) Date

Telephone Number

Identification Source

Agent/SELLING BROKER Date