# MURPHY BUSINESS & FINANCIAL SERVICES, INC.
## REALTOR STANDARD CONFIDENTIALITY/DISCLOSURE STATEMENT
## NONREPRESENTATION BROKER

_____(PRINT NAME), herein known as PROSPECT, acknowledges and agrees that PROSPECT approached _____(PRINT COMPANY NAME), who is a NONREPRESENTATION BROKER (BROKER), and that BROKER was the first to advise PROSPECT of the availability of and details concerning the following business opportunities and real properties being offered by Murphy Business & Financial Services, Inc (MBFS).

MURPHY LISTING # BUSINESS TYPE BUSINESS DESCRIPTION

_____

PROSPECT understands and agrees that all dealings concerning said business opportunity will be handled through BROKER and understands that MBFS HAS ENTERED INTO AN AGREEMENT FOR PAYMENT OF A COMMISSION WITH THE SELLER. PROSPECT further agrees that information received with respect to the above-mentioned opportunity will be kept in strict confidence, will not be used to compete with the SELLER and that PROSPECT shall not disclose this information to any person, excluding those parties specifically involved in the transaction itself and the PROSPECTS sole purpose in seeking information about the business is to purchase a business. In the event that PROSPECT violates this confidentiality covenant or any other covenant herein and/or with respect to SELLER, then MBFS and SELLER shall be entitled to all remedies provided by law, including but not limited to injunctive relief and damages. The same remedies shall be afforded and available to MBFS in the event that the PROSPECT and/or the SELLER circumvent MBFS.

All data on business opportunities are provided for information purposes only. No representation is made by BROKER and MBFS as to the accuracy of the data provided. BROKER and MBFS encourage PROSPECT to thoroughly review and independently verify to PROSPECTS own satisfaction that the data provided are substantially representative of the business activity of the SELLER and can be relied upon when considering the purchase of said business opportunity of SELLER. PROSPECT acknowledges that PROSPECT has been advised to seek the independent counsel of an attorney and/or an accountant to verify the information supplied to BROKER and MBFS by SELLER and to examine any and all applicable documentation relevant to the transaction.

In the event that PROSPECT discloses the availability of said designated business opportunity of SELLER to any third party and this third party purchases the business without the BROKER and MBFS, then PROSPECT, in addition to the remedies specified herein above, will also be responsible for the payment of MBFS' compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater.

PROSPECT agrees that he will not within two years from this date deal directly or indirectly with the SELLER without the written consent of MBFS, and should the PROSPECT do so directly or indirectly and a sale, management agreement, lease or other financial arrangement, including leasing the SELLER's premises from the SELLER or Landlord is consummated, the PROSPECT shall be liable for all and any damages which the BROKER and or MBFS may suffer, including but not limited to the compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater and PROSPECT further agrees in terms of Section 475.42(1Xj) of *the* Florida Statutes, the BROKER and MBFS at BUYER'S expense, shall have the right to place any appropriate lien and encumbrance on the business and real estate or both, necessary to collect any compensation and this shall be the necessary authorization and consent as is required by the Statute. BUYER further grants MBFS a security interest under the FLORIDA UNIFORM COMMERCIAL CODE in and to all furniture, fixtures, inventory, accounts receivable and general tangibles of the BUSINESS as security for such commissions which may be due hereunder and/or due in the future pursuant to the Buyer's subsequent exercise of any right or option, and Buyer hereby authorizes MBFS to file at any time hereafter UCC-1 Financing Statements without Buyer's signing thereon based upon this security agreement so as to perfect such security interest. This authorization shall extend to any corporation which buyer may utilize to acquire the business. This Contract shall be governed by the laws of the State of Florida.

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 may bring an appropriate action to enforce such covenants. PROSPECT represents and warrants to BROKER that PROSPECT does not represent a third party, governmental agency or competitor of the business, nor is PROSPECT employed by a competitor and the sole purpose for receiving in any information regarding a business is to purchase said business. The Prospect acknowledges receiving a copy of this document. A facsimile copy of this document and any signatures shall be considered for all purposes as originals.

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| PROSPECT(1) (Sign here) Date | PROSPECT(2) (Sign here) *Date* |
| Telephone Number | Telephone Number |
| Address | Identification Source |
| City State Zip | Broker/Agent (Sign here) *Date* |