

Buyer Registration

Confidentiality, Non-Disclosure Agreement

The Undersigned **Prospect** and Compass Florida, LLC (**Prospect's Broker**) agree to the following terms regarding the real property or business opportunity (collectively referred to as the "Property") described as: 819 5th Street Miami Beach, FL 33139

1. **Confidentiality:** **Prospect** and **Prospect's Broker** acknowledge that all information and materials provided regarding the Property are confidential and may not be used for any purpose other than evaluation. The dissemination of information and materials by **Prospect** will be limited to attorneys, accountants, banking representatives, and business advisors directly involved with the evaluation of the Property. If the transaction is not successful, **Prospect** will immediately return all information and materials provided by **Prospect's Broker**.
2. **Non-Disclosure:** **Prospect** and **Prospect's Broker** agree not to disclose to any other person the fact that discussions or negotiations are taking place regarding the Property, or the actual or potential terms, conditions, or facts involved in such discussions.
3. **Non-Circumvention:** **Prospect** agrees not to contact the Property owner, landlord, tenants, employees, or customers except through **Prospect's Broker**.
4. **Privacy/Publicity:** All parties agree to maintain the confidentiality of the identities of all individuals involved (except as required by court order) and agree not to publicize details of the transaction without the written consent of all such parties.
5. **Verification of Data:** No representation is made by **Prospect's Broker** as to the accuracy of the information and materials provided. **Prospect** agrees to thoroughly review and independently verify all information and materials provided. **Prospect** is advised to consult appropriate professionals for legal, tax, environmental, and other specialized advice regarding the Property and the transaction.
6. **Representation:** By signing this agreement, the **Prospect** affirms that they are acting solely as a principal in evaluating and pursuing the Property and not as a broker or agent representing themselves or any other party. The **Prospect** agrees not to involve any other broker or agent in this transaction without the prior written consent of **Prospect's Broker**. The **Prospect** acknowledges that **Prospect's Broker** introduced them to the Property and is acting strictly as a transactional broker. If the **Prospect** involves another broker without written consent, **Prospect's Broker** will not be obligated to share its commission or fees and reserves the right to seek additional remedies as necessary.
7. **Disputes:** This agreement will be governed by the laws of the State of Florida. **Prospect's Broker** will be entitled to all remedies provided by law, including injunctive relief and damages. In any litigation arising out of this agreement, the prevailing party will be entitled to recover reasonable attorney's fees, costs, and expenses from the non-prevailing party.
8. **Term:** This agreement will terminate 12 months after the conclusion of any discussions or negotiations regarding the Property, unless extended by written mutual agreement. Obligations related to confidentiality and non-disclosure shall survive termination.
9. **Use of Information:** All information shall be used solely for evaluating the Property and shall not be distributed to any parties, including other brokers, without the written permission of the **Prospect's Broker**.
10. **Entire Agreement:** This agreement constitutes the entire agreement between the parties regarding the Property and supersedes all prior agreements, discussions, or understandings, whether written or oral.

Signature Page to Follow



COMPASS
commercial

Prospect

Date

Prospect's Broker

Date