



CONFIDENTIALITY / NON-CIRCUMVENTION AGREEMENT

In consideration of Fine Investments providing me / us with information on any business (es), I agree as follows:

1. **CONFIDENTIALITY:** The undersigned prospective purchaser(s) agrees that in connection with any business (es) introduced to me/us by Fine Investments:
 - (a) I/We will not disclose to any third party, information concerning the said business(es) including but not limited to business name(s) or identities; ownership interests; suppliers; financial statements or reports; operations; client/customer names; sales techniques; equipment; business(es) location(s); asking price, financing and other sales terms; and any sales materials given or shown to me/us.
 - (b) In the event, I/We violate this agreement, I/We acknowledge that in the event this Agreement is violated by me/us, it would be impossible to quantify the business owner(s) damages. There, under such circumstances, I/We agree that I/We will be personally liable to the owner of the said introduced business (es) for the sum of \$15,000 (Fifteen Thousand Dollars) per violation. I/We acknowledge that the said sum is not a penalty, but rather an agreed sum to fairly compensate the business owner(s) for its loss.

2. **NON-CIRCUMVENTION:** In connection with any business (es) introduced to me/us by Fine Investments, I/We agree as follows:
 - (a) I/We will not acquire any of the introduced business(es), whether directly or indirectly, whether via an asset or stock transaction, by purchase, lease, assignment, stock or option transfer, license or any other means, unless Fine Investments receives the agreed upon compensation from the seller of such business(es). I/We agree that the said compensation must be paid on or before the closing.
 - (b) Circumvention of the obligations of this agreement, will cause me/us to be personally liable to Fine Investments for the compensation agreed upon with the seller of the business(es) or 12% (Twelve percent) of the purchase price of each such business, whichever is greater.
 - (c) The introduced business(es) has not been offered to me/us by anyone other than Fine Investments.
 - (c) Fine Investments has made no independent investigation into any aspect if the introduced business (es) and is merely acting as a conduit in regard to any and all information given by Seller. I/We agree not to hold Fine Investments responsible for any misrepresentation or omission made by the introduced business (es) or any third party.
 - (d) If any local or state laws are in opposition to Fine Investments receiving the agreed commission, then Fine Investments will be notified ahead of closing to make appropriate arrangements to ensure a smooth closing.

4. As used in this Agreement, the term Prospective Buyer includes all persons acting for on behalf of Prospective buyer, including but not limited to employees,agents,independent contractors and all others who are either controlled by or who have right to control, Prospective Buyer.

NAME	: _____	DATE	: _____
SIGNATURE	: _____	EMAIL	: _____
ADDRESS	: _____	TEL NO.:	_____
CITY/STATE/ZIP:	_____	CELL NO:	_____

Please circle "Yes" if you are a Broker: Yes / No or Agent: Yes / No



BUYER INFORMATION

BASIC INFORMATION: PERSONAL PROFILE

Address of Business you are involved in for the last 2 years:

Street: _____

City: _____

State/Zip: _____

Phone: _____

INTEREST: what type of Business are you interested in? Check all that apply.

Liquor Store : ()

Hotel/Motels: ()

Gas stations : ()

Restaurants : ()

Convenient stores : ()

Franchise : ()

Amount available to Invest: \$ _____

Min monthly \$ requirement: _____

Location Desired: _____