

# DYNAMIC PROPERTY INVESTMENTS, LLC

## NON-DISCLOSURE AGREEMENT AND MEMO RECORD OF SHOWING

The undersigned hereby request confidential information, currently and from this time forward, on the businesses and property (Business) represented by Dynamic Property Investments, LLC (Dynamic) as a **TRANSACTION BROKER**. I/We hereby acknowledge that Dynamic first provided such information to me. In consideration of Dynamic having provided such information, I/We hereby agree, for a period of two years from this date:

1. Not to divulge knowledge of the disclosed Business being for sale, nor provide any information to others, except those specifically involved in the transaction itself, and to secure professional advice and counsel. I/We further agree that if others are to be involved in this decision making process, these parties will be identified to Dynamic and I/We accept full responsibility for informing these parties as to the requirements of confidentiality and this Agreement, and
2. To conduct ALL further dealings, negotiations or inquiries into the Business listed below exclusively through this office of Dynamic, and will not contact the business owners, employees, agents, customers, competitors, suppliers or landlord, except through Dynamic, and
3. That all information provided is sensitive and confidential, and that the use of or the disclosure to others may be harmful to the Business, the owners (Seller) and to Dynamic, and I/We further agree that I/We will not use any of the confidential information pertaining to the business shown or to use the information in such a manner that harm will be caused to the Seller or the Business or Dynamic, and
4. Not to circumvent or interfere with Dynamic's rights and contract with the Seller in any way, and

I/We further acknowledge that Dynamic is acting as a **TRANSACTION BROKER**. A Transaction Broker is an intermediary, facilitating a brokerage transaction between a Buyer and Seller without representing either party as an Agent. A Transaction Broker shall not represent the interest of one party to the exclusion or detriment of the interest of the other party. A Transaction Broker is required to treat the Buyer and Seller with honesty and fairness, and shall disclose all known facts materially affecting the transaction.

I/We further acknowledge that all information and materials provided are supplied by the Seller, and are not verified in any way by Dynamic. The Seller believes the information to be true; however accuracy is not guaranteed and all such information should not be considered complete. While statements may be presented concerning a matter of opinion, whether or not so identified, these are only statements of opinion. Dynamic makes no representations or warranties, expressed or implied, regarding the information provided you. Dynamic is qualified to advise about the nature of a business. If legal, accounting or tax advice is desired, consult with the appropriate professionals.

I/We further acknowledge that Dynamic, and/or the Seller and its owners shall have a right of action directly against "us" for all remedies provided by law in event of breach of our obligation under items 1, 2, 3 or 4 above.

I/We further acknowledge that all fees due Dynamic are, and will be, the responsibility of the Seller unless, I/We circumvent or interfere with Dynamic's contract with the Seller in any way at which time, I/We assume Seller's obligation for fees due Dynamic.

Business Shown \_\_\_\_\_ Date: \_\_\_\_\_

1. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

\_\_\_\_\_  
Print Your Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_  
Print Your Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

I/WE ACKNOWLEDGE THAT I/WE HAVE RECEIVED AN EXACT COPY OF THIS AGREEMENT AND THAT I/WE HAVE READ THIS AGREEMENT CAREFULLY AND FULLY UNDERSTAND IT AND ACCEPT THE TERMS HEREIN. I/WE FURTHER ACKNOWLEDGE THAT A FACSIMILE COPY OF THIS DOCUMENT AND ANY SIGNATURES SHALL BE CONSIDERED FOR ALL PURPOSES AND INTENT AS LEGAL AND BINDING ORIGINALS:

\_\_\_\_\_  
Signature \_\_\_\_\_ Signature \_\_\_\_\_

Dynamic Agent: \_\_\_\_\_

**Joel Walker Broker/Owner**  
**Dynamic Property Investments, LLC**

**PH: 813-817-7558 FAX: 813-659-2430**  
**Email: joelwalker@DPIBROKER.com**