

BROKER DEALER MARKET AG

2881E. Oakland Park Boulevard #434

Fort Lauderdale, FL 33306

Website: www.bdmarket.com

(954) 565-2465 • Fax: (954) 323-0743

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

Please fill out the information requested below, note number of firm, sign and fax back. We will put you in touch with the Seller. Ask the questions you wish to ask. Take notes to be used in Purchase Agreement. Only ask for one or two at one time.

- All Offers Must Be Made In Writing To Be Faxed To Broker Dealer Market AG No Offer Can Be Made On Section I; These Are Non-Negotiable.
- I have Read and Understand the Buyers Instructions.
- The undersigned agrees (1) to use the same Escrow Agent as the Seller, (2) THAT ALL OFFERS AND COUNTER-OFFERS MUST BE DIRECTLY SUBMITTED TO BROKER DEALER MARKET AG FOR PRESENTATION TO THE OTHER PARTY. Any violation of this agreement will lead to legal action and to notification to FINRA/SEC. For any legal questions, contact our attorney, Bruce Green (954) 522-8554.

The undersigned individual and/or corporation has requested proprietary information from Broker Dealer Market AG the Sales Agent for Broker Dealers, which are for sale. The Buyer agrees that the information to be revealed (name of firm, the principal(s) of firm, the financial reports, the price asked, even the fact that the company is for sale) shall remain the property of Broker Dealer Market AG and will be kept in complete confidence. The Seller agrees not to release to others the name of the potential Buyer. Further, the undersigned agrees not to circumvent Broker Dealer Market AG, or enter into any agreement directly, and or indirectly, with a Seller (Buyer) introduced by Broker Dealer Market AG

The escrow deposit (the "Escrow Deposit") of the Buyer with Harris Market Inc., shall automatically be released from escrow and paid to BDM concurrently with the receipt by the Buyer of shares of capital stock and/or option(s) to acquire shares of capital stock of the Seller's firm, any funds paid to the Seller, any business transacted by the buyers through the sellers firm or any buyer having been licensed by the sellers firm. Such payment to BDM shall be applied in whole toward the amount due from Seller to BDM. Any additional amounts to BDM shall be promptly paid when due on First Closing from the additional proceeds paid by the Buyer. Notwithstanding anything contained herein to the contrary. Seller alone shall be responsible for the fees and commissions paid or payable to Broker Dealer Market AG in connection with or relating to the contemplated transaction. The Escrow Deposit of the Buyer with Harris Market Inc. is fully refundable if transaction is not completed prior to first closing. If first closing is achieved, deposit will be refunded minus fees due Broker Dealer Market AG

Harris Market Inc. is appointed as Escrow Agent, for the Sale/Purchase of the company. Harris Market Escrow account will be used for deposits or Bank-to-Bank Transfers.

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without giving effect to principles of conflict of laws. The parties hereto expressly submit themselves to binding arbitration, and agree that, all disputes arising out of this agreement should occur solely, in the venue and jurisdiction of the American Arbitration Association located in Fort Lauderdale, Florida. Any arbitration award so rendered shall not include punitive damages, however, the prevailing party shall be reimbursed for its reasonable attorney's fees and other related costs, including the costs of any arbitration hearings.

INFORMATION NEEDED FOR INTRODUCTION TO SELLER

Please **PRINT clearly** or **TYPE** the information on potential BUYER as it will appear on Purchase Agreement

Name (Print or Type)

Company Name

Title **CRD#**

Company Address

The Firm that interests me (us) is (Please place the number of the Firm from list below):

City State Zip

Phone Fax

E Mail Address

Date

PLEASE SIGN AND FAX BACK FOR FILE (954) 323-0743

Name of Individual to receive the

Buyers Authorized Signature

Due Diligence package:

Tel. No.:

For Purchase Agreement:

Tel. No.: