

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

Please complete the information requested below. Sign, date, and return the completed form to us and we will put you in touch with the Seller.

- I have Read and Understand the Buyers Instructions, Terms and Conditions located at www.BDMARKET.com.
- The undersigned agrees that **ALL OFFERS / COUNTER-OFFERS MUST BE DIRECTLY SUBMITTED IN WRITING TO BROKER DEALER MARKET (BDM), FOR PRESENTATION TO THE OTHER PARTY.** Any violation of this agreement will lead to legal action and notification to FINRA/SEC.

The undersigned Individual and/or Corporation, has requested proprietary information from BDM, the Sales Agent for Broker Dealers, RIA's, Assets/Books of Business, and Accounts, listed for sale. The Buyer agrees that ALL information to be revealed (Including, but not limited to, the Name of firm, Principal(s) of firm, financial reports, asking price; together with the knowledge of such company is for sale), shall remain the property of BDM and will be kept in COMPLETE CONFIDENCE. The Seller(s) also agrees not to release to others, the name(s) of the potential Buyer(s). By signing this document, the undersigned acknowledges BDM's introduction to perspective parties, and fully agrees not to circumvent BDM, or enter into any Agreement directly or indirectly at any time, with the Seller(s) / Buyer(s) or affiliates, introduced by BDM.

The good faith deposit/escrow deposit (the "GFD") from the Buyer, provided to BDM, shall automatically be released from deposit 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 or buyers representatives through the sellers firm or any buyer or buyers representatives 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 owed to BDM shall be promptly paid in concurrence with the First Closing, from the additional proceeds, paid by the Buyer. Notwithstanding anything contained herein to the contrary. The selling individual(s) and/or selling corporation alone shall be responsible for the fees and compensation paid or payable to BDM; In connection with or relating to the contemplated/completed transaction. The good faith/escrow deposit of the Buyer(s) with BDM is fully refundable if transaction is not completed prior to first closing. If first closing is achieved, deposit will be refunded minus fees due to BDM. Any and all information provided to buyer is for informational purposes only. BDM does not make any representations and/or warranties, as to the accuracy of the information provided by the seller, and the buyer is to make his/her independent evaluation of the listing. Buyer acknowledges BDM's advice to consult an attorney, together with a certified public accountant, for the validity of the information provided.

This agreement shall be governed by, 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 Sarasota, Florida. Any arbitration award so rendered shall not include punitive damages; However, the prevailing party shall be reimbursed for its reasonable attorney's fees, including the costs of any arbitration hearings.

BUYER(s) INFORMATION REQUIRED TO ASERTAIN SELLERS' INTRODUCTION:

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

Name (Type or Print)

Company Name

Title **CRD#**

Company Address: / Street / Town / State / Zip

ASSOCIATED PERSON/PARTNER(s) / ATTORNEY

Company Phone / **Direct Phone / Mobile**

(CONFIDENTIAL email address)

Buyer's Authorized Signature / Date (month/day/year)

**PLEASE SIGN AND RETURN TO US VIA FAX,
AT # (678) 815-1524, OR EMAIL TO:
NDA@BDMARKET.COM**

BROKER DEALER MARKET (BDM)

- A BDM WORLDWIDE, INC BRAND-

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