

CONFIDENTIALITY, BUYER REGISTRATION, NON-DISCLOSURE, AND NON-CIRCUMVENTION AGREEMENT

Florida-Focused Real Estate Confidentiality Draft

<p>Prepared for GUILLEN A Real Estate Company</p>	<p>Primary Use Confidential property opportunities, buyer registration, and broker protection</p>
<p>Principal Office 2525 Ponce De Leon Blvd #300 Coral Gables, FL 33134</p>	<p>Contact office@guillenre.com 305-200-8758</p>

This Agreement is intended for use when GUILLEN discloses confidential real estate opportunities and seeks to register the receiving buyer or prospect in connection with properties, portfolios, owners, or transaction opportunities introduced by GUILLEN.

PARTY INFORMATION

Effective Date	
Buyer / Prospect Full Legal Name	
Individual or Entity Type	
State of Formation (if entity)	
Principal Address	
Email Address	
Telephone Number	

1. Parties

This Confidentiality, Buyer Registration, Non-Disclosure, and Non-Circumvention Agreement (“Agreement”) is entered into by and between GUILLEN A Real Estate Company, together with its brokers, agents, advisors, affiliates, employees, contractors, successors, and assigns (“GUILLEN” or “Broker”), and the buyer / prospect

identified above (“Prospect,” “Buyer,” or “Client”).

2. Purpose

GUILLEN may disclose to Prospect confidential and proprietary information regarding one or more real estate properties, portfolios, ownership groups, sellers, off-market opportunities, development opportunities, financial data, underwriting, rent rolls, offering memoranda, pricing guidance, due diligence materials, photographs, transaction contacts, and related information solely for the purpose of evaluating a possible acquisition, lease, investment, joint venture, financing, management, or other transaction involving a property or opportunity introduced by GUILLEN.

3. Buyer Registration

Upon execution of this Agreement, Prospect shall be deemed registered by GUILLEN with respect to each property, seller, ownership entity, borrower, landlord, sponsor, manager, or transaction opportunity first introduced, submitted, transmitted, identified, shown, or otherwise brought to Prospect’s attention by GUILLEN, whether orally, electronically, in writing, by text, by email, by offering memorandum, through a tour, through a data room, or otherwise (each, a “Registered Opportunity”). GUILLEN may maintain internal records of registration, including emails, text messages, call notes, offering memoranda, showing confirmations, prospect lists, and delivery logs.

4. Confidential Information

“Confidential Information” includes, without limitation, property addresses, folio numbers, legal descriptions, seller and owner identity, ownership structure, contact information, offering memoranda, financial statements, projections, operating reports, rent rolls, leases, surveys, plans, inspections, environmental reports, title materials, appraisals, pricing guidance, seller motivations, negotiation posture, timing considerations, tenant data, vendor data, development concepts, and any analyses, summaries, notes, spreadsheets, compilations, or derivative materials prepared by Prospect based on such information. Confidential Information does not include information Prospect can demonstrate by written evidence was already lawfully known to Prospect, became public without breach, was lawfully received from an unrestricted third party, or was independently developed without use of the disclosed information.

5. Confidentiality Obligations

Prospect shall keep all Confidential Information strictly confidential and use it solely to evaluate a possible transaction involving a Registered Opportunity. Prospect shall not disclose Confidential Information to any person or entity except its attorneys, accountants, lenders, investors, principals, partners, members, managers, employees, consultants, or advisors who have a clear need to know and who are informed of and agree to confidentiality obligations at least as protective as those contained herein. Prospect shall be responsible for any breach by Prospect or any of its affiliates, representatives, or related parties.

6. Non-Circumvention

Prospect shall not, directly or indirectly, circumvent, bypass, avoid, interfere with, or attempt to exclude GUILLEN from any potential or actual transaction involving a Registered Opportunity. Without GUILLEN’s prior written consent, Prospect shall not directly contact, negotiate with, submit offers to, or otherwise pursue the owner, seller, landlord, borrower, sponsor, manager, lender, tenant, or related representative concerning a Registered Opportunity outside of GUILLEN. Any transaction pursued by Prospect’s affiliate, assignee, nominee, beneficial owner, principal, family member, related entity, or other person or vehicle acting directly or indirectly on Prospect’s behalf shall be deemed a transaction by Prospect for purposes of this Agreement.

7. Broker Protection

Prospect acknowledges that GUILLEN is disclosing confidential opportunities and transaction access in reliance on Prospect's agreement that GUILLEN will remain the protected broker for Registered Opportunities introduced by GUILLEN. If Prospect or any related party enters into any purchase, sale, option, lease, assignment, joint venture, financing, recapitalization, management, development, or other economic arrangement involving a Registered Opportunity during the term of this Agreement or within the Protection Period, GUILLEN shall be recognized as the introducing and registered broker for Prospect with respect to that Registered Opportunity, subject to applicable Florida law and any separate written compensation agreement that may be required for enforcement.

8. Protection Period

The protections in this Agreement shall begin on the Effective Date and continue for five (5) years after the most recent written introduction by GUILLEN of a Registered Opportunity to Prospect, unless a separate written agreement between the parties provides otherwise.

9. Direct Communications

All requests for information, inspections, tours, letters of intent, purchase and sale discussions, lease discussions, due diligence requests, and negotiations concerning a Registered Opportunity shall be directed through GUILLEN unless GUILLEN gives prior written consent. If Prospect is contacted directly by an owner or related representative concerning a Registered Opportunity, Prospect shall promptly notify GUILLEN in writing and refer that party back to GUILLEN.

10. Required Legal Disclosures

If Prospect is required by subpoena, court order, governmental request, or legal process to disclose any Confidential Information, Prospect shall, to the extent legally permitted, promptly notify GUILLEN before making any disclosure so that GUILLEN may seek a protective order or other remedy. Prospect shall disclose only the portion of the Confidential Information that is legally required to be disclosed.

11. Independent Investigation; No Warranty

All Confidential Information is provided for discussion purposes only. Unless expressly stated in writing, GUILLEN has not independently verified all information provided and makes no representation or warranty, express or implied, regarding its accuracy or completeness. Prospect shall rely solely on Prospect's own investigation, professional advisors, and due diligence before entering into any transaction. This Agreement does not itself create a contract for sale, lease, financing, investment advice, or a separate compensation agreement.

12. Florida Brokerage Relationship Disclosure

Prospect acknowledges that brokerage relationships in Florida are governed by Chapter 475, Florida Statutes, including the statutory framework addressing single agent, transaction broker, and no brokerage relationship. Any brokerage relationship between GUILLEN and Prospect shall be as separately disclosed or agreed in writing in accordance with applicable Florida law.

13. Assignment

Prospect may not assign this Agreement or transfer its rights to review or pursue any Registered Opportunity without GUILLEN's prior written consent. Any unauthorized assignment shall be void.

14. Return or Destruction of Materials

Upon GUILLEN's written request, Prospect shall promptly cease use of the Confidential Information and return or destroy all Confidential Information in Prospect's possession or control, except that one archival copy may be retained by legal counsel or in ordinary-course backup systems, in each case subject to this Agreement.

15. Remedies

Prospect acknowledges that a breach of this Agreement may cause immediate and irreparable harm to GUILLEN for which money damages alone may be inadequate. GUILLEN shall therefore be entitled to seek temporary, preliminary, and permanent injunctive relief, specific performance, and any other remedy available at law or in equity, together with any provable damages, losses, costs, and expenses recoverable under applicable law or contract.

16. Compensation Reservation

Nothing in this Agreement waives any right GUILLEN may have to assert a claim for commission, fee, compensation, damages, or equitable relief under any separate written agreement, registration record, referral arrangement, listing agreement, compensation agreement, procuring-cause theory, or other applicable legal basis.

17. Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict-of-law principles. Venue for any dispute arising out of or related to this Agreement shall lie exclusively in the state courts located in Miami-Dade County, Florida, or, where jurisdiction exists, the United States District Court for the Southern District of Florida.

18. Entire Agreement; Amendments

This Agreement contains the entire understanding of the parties with respect to confidentiality, buyer registration, and non-circumvention for Registered Opportunities introduced by GUILLEN and supersedes prior discussions on those subjects. Any amendment must be in writing and signed by both parties.

19. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force to the fullest extent permitted by law, and any invalid provision shall be construed as closely as possible to reflect the original commercial intent of the parties.

20. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts and by electronic signature, PDF signature, or approved e-signature platform, each of which shall be deemed an original and all of which together shall constitute one instrument.

Important Drafting Note. This document is a professional business draft designed for Florida real estate transactions and buyer registration purposes. Final legal review by a Florida real estate attorney is recommended before live transactional use.

SIGNATURES

GUILLEN A Real Estate Company	PROSPECT / BUYER / CLIENT
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____