

Mutual Confidentiality Agreement & Single Agency Disclosure

This mutual confidentiality agreement (the "Agreement") is made as of this _____ day of _____, 2006, and between _____, Its Principals and/or Agents, and Strategic Alliance Funding and Equity, Inc., of Ft. Lauderdale, FL, on behalf of its self, and the Buyer(s) or Seller(s) introduced (hereafter referred to as the "Parties"). In consideration of the foregoing, the Parties mutually agree as follows:

1. "**Confidential Information**" as used in this Agreement shall mean any information or materials that are proprietary to the Party or designated as "Confidential Information" by the Party, including without limitation, information concerning the Party's client list, financial information, procurement requirements, records, business forecasts, sales figures, and marketing plans and information. All Parties explicitly agree not to copy, list, contact, or solicit any clients disclosed by either party without written consent from the Party disclosing the clients.
2. The sole and limited purpose for which the disclosures hereunder are being made is to allow the Parties to evaluate whether they wish to enter into a business relationship with each other.
3. The Parties agree that they shall disclose the Confidential Information only to those employees, agents, lawyers and accountants who need to know such information and certify that such persons have previously agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by the terms and conditions of this Agreement.
4. The Parties agree that they shall treat all Confidential Information with the same degree of care as they accord to their own Confidential Information of the same or similar nature, and the Parties represent that they will exercise reasonable care to protect each other's Confidential Information.
5. The Parties agree that they shall not publish, copy, or disclose, or use any Confidential Information with any third party except as permitted under paragraph 3 above, and that they shall use their best efforts to prevent inadvertent disclosure of such Confidential Information to any third party.
6. All materials furnished to any of the Parties shall remain the property of the Discloser and shall be returned promptly at the Discloser's request, together with any copies thereof.
7. Since unauthorized disclosure of Confidential Information will diminish the value of the particular Party's proprietary interests, that are the subject of this Agreement, the Parties agree that any breach or threatened breach of these obligations hereunder will cause the Party irreparable harm and therefore that Party shall be entitled to seek equitable relief to protect its interests in the Confidential Information, limited to injunctive relief and money damages if harm is proven.
8. **Disclaimer** - Each Party has signed and is therefore bound by the covenants of this Agreement. However, Strategic Alliance Funding & Equity, Inc. explicitly disclaims any and all liability that may be based on a material breach of this Agreement by a "Buyer" or a "Seller" or their Representatives outside of reasonable control of any party.
9. **Single Agent for the Seller Disclosure**- Florida law requires that all real estate licensees operating as single agents disclose to Buyers and Sellers their duties. As a single agent for the Seller, Strategic Alliance Funding & Equity, Inc. and its associates owes it's client the following duties: 1) Dealing honesty and fairly, 2) Loyalty, 3) Confidentiality, 4) Obedience, 5) Full Disclosure, 6) Accounting for all funding, 7) Skill, care, and diligence in the transaction; and, 8) Presenting all offers and counteroffers in a timely manner, unless the client has previously directed the licensee otherwise in writing.
10. This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes all prior written and oral communication and agreements relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date first written above.

On Behalf of itself:

Strategic Alliance Funding and Equity, Inc.

Larry Wald, Managing Partner

Company Name

By: _____ Date: _____

Print Name _____

Phone Number: _____

Please indicate Specific Practice Desired: _____
City State Gross Revenue