Blue Collar Business Advisors of FL, LLC Buying Agreement

The Buyer is of the opinion that the advisors of Blue Collar Business Advisors of FL, LLC. have the necessary qualifications, experience and abilities to provide consulting and advisory services to the buyer to purchase a business but understand the advisor WILL NOT find options for the client to buy - that is strictly and solely the responsibility of the client.

The Advisor is agreeable to providing such services to the Buyer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Buyer and the Advisor (individually the "Party" and collectively the "Parties" to this Agreement) _____and Blue Collar Business Advisors of FL, LLC on this date _____, ___ agree as follows:

SERVICES PROVIDED

1. Look at Dividends & Multiples to verify Legitimacy of Potential Options Brought forth by client. The advisor WILL NOT find options for the client to purchase - that is strictly and solely the responsibility of the client.
2. Do an evaluation and determine an appropriate Multiple.
3. If Real Estate is involved, determine if the Real Estate will be included in the sale or sold separately and what the value of that Real Estate is utilizing a licensed RE agent.
4. Negotiate with the Adjacent Broker or Owner representing the business.
5. Validate the taxes, bank statements and P & L statements.
6. Look at, analyze and do extensive due diligence on the best way to proceed with buying.
7. Evaluate Management, Owners, Operations, Assets (RE, Vehicles), Taxes, Systems, Tech, KPI's, Leadership, Culture, Optimization, Employee Retention, Cash Flow & Market Viability with the extensive questionnaire we ask all sellers to determine the value.
8. Determine if it is a stock or asset sale and evaluate the tax liability for both/either option.
9. Work with Bank, Attorney, CPA/Bookkeeper, RE Agent, Broker, Seller & Buyer to move the conversations, negotiations and planning of transitions of selling/buying to working through the entire transaction from a Letter of Intent to a signed Purchase Agreement to the transition of the Business upon completion of Purchase.
10. Answer any questions in the best interest of the client via text, calls or email. M-F 8 AM to 6 PM. EST. Whatever the preferred modality of communication is. Communication will be exclusively with the signature on the agreement. Although more than one decision maker or the decision maker's management team is welcome to be involved in the exit of the business - communication with multiple parties can create confusion and complexity. Lack of communication for 60 days will cancel this agreement and no refund will be provided. Clear, consistent communication is imperative when purchasing.

2. The Advisor hereby wishes to provide such services to the Buyer with the understanding that the Advisor is not a Broker, CPA, Attorney, Accountant, Real Estate Agent or Licensed in any capacity and is not providing financial or legal advice, nor making any promises or guarantees on the success of the business bought.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, or __ months whichever is sooner and is subject to earlier termination as provided in this Agreement. The Term may also be extended with the written consent of the Parties.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US dollars).

COMPENSATION

6. The Advisor will charge the Buyer a rate of $_____ for the Services (the "Compensation") from the date of this agreement for __ months. A renewal will be discussed if services extend beyond the __ month term of this agreement.

7. Invoices for travel to and from prospective business during the due diligence period if travel is required.

8. If this Agreement is terminated by the Buyer prior to completion of Services but where the Services have been partially performed, the Advisor will be entitled to the entire payment agreed upon, and as paid in advance provided there has been no breach of contract on the part of the Advisor.

9. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law - upon which each party will be responsible for their own.

CONFIDENTIALITY

12. Mutual Non−Circumvention & Non−Disclosure Agreement. Parties are entering into this Agreement on its own behalf and on behalf of its partners, shareholders, members, managers, directors, principals, employees, successors and assigns as may be applicable. Parties may each be referred to as a "Party," and may be referred to collectively as the "Parties." Each Party may also be a disclosure and/or a recipient of Confidential Information (as defined below) and, consequently, each Party may also be referred to as a "Disclosure" or as a "Recipient." Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration the parties hereto agree as follows:

WITNESETH:

WHEREAS the Parties hereto desire to participate in discussions regarding the purchase of certain commercial products. As part of these discussions the Parties desire to share proprietary information to facilitate such a transaction.

NOW THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants, terms, conditions and agreements set forth herein and other good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

1. **Purpose**. The Parties are mutually desirous of holding discussions and meetings with each other in order to explore the possibility of their entering into one or more business transactions with each other (the "Purpose"). In connection with the Purpose, each Party may disclose to the other Party certain confidential technical and business information that the Disclosure desires to treat as confidential.

2. **Confidential Information**. In connection with such discussions and meetings and the Purpose, each Party may disclose to the other Parties certain information with respect to such Party's business, including, without limitation, business plans, financial information, projections, operation estimates, trade secrets, design secrets, know−how, research, development, product development or plans, technical, marketing information, production plans, prices, or any other information disclosed by a disclosing Party or obtained from any representative of such disclosing Party, including, without limitation, the names of, and contact information for, any entity, entities, individual or groups of individuals, customer lists, buyers or sellers, or any other third party who or which may be potential business partners to the receiving Party who or which may be introduced, located or identified by such disclosing Party or by the associates of such disclosing Party, whether or not such information or material is marked as confidential, and whether or not such information or material was provided before or after this Agreement is signed by the Parties and all other non−public information that would reasonably recognized as confidential information of the Disclosure (collectively, the "Confidential Information"). The foregoing shall not apply to, and the definition of Confidential Information shall not include information which is known by the receiving Party prior to its disclosure by the disclosing Party (as may be established by prior dated documents).

3. **Disclosure Required by Law.** In the event the Recipient is required by law, or a valid and effective subpoena or order issued by either a court of competent jurisdiction or a governmental body to disclose any of the Disclosure's Confidential Information, the Recipient shall promptly notify the Disclosure in writing of the existence, terms, and circumstances surrounding such required disclosure so that the Disclosure may seek a protective order or other appropriate relief from the proper authority. The Recipient shall cooperate with the Disclosure in seeking such order or other relief. If the Recipient is nonetheless required to disclose the Disclosure Confidential Information, it will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that such Confidential Information will be treated confidentially to the extent possible

4. **Duty of Confidentiality.** From time to time, the Disclosure may disclose Confidential Information to the Recipient. The Recipient may only use the Disclosure 's Confidential Information in connection with the Purpose for the mutual benefit of both parties. The Recipient will: (i) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (ii) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (iii) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (iv) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). Except as expressly provided in this Agreement, Recipient shall, during the term of this Agreement and thereafter as provided herein, take all reasonable measures to prevent the disclosure of Confidential Information. Each Party shall be responsible for any

breach of this Agreement by any of their respective Representatives.

5. **Non-Circumvention**. Recipient agrees that they shall not contact any prospects or entities that are associated with a prospect introduced by Discloser without the expressed written consent of Discloser. Further, Recipient agrees that in pursuing business relationships, information will be disclosed by Discloser about prospects or about a potential prospect, including individuals, corporations, limited liability companies and non−profit organizations, and any other prospects introduced by Discloser shall be considered Confidential Information. Recipient agrees not to enter any competitive transaction or any similar business in nature with any prospect or with any potential prospect introduced by Discloser without the prior written consent and inclusion of Discloser. Recipient agrees that even an attempt to contact a prospect or a potential prospect introduced by Discloser may cause damages to Discloser that are not quantifiable, and Recipient agrees that Discloser shall have the benefit of equity and injunctive relief if such action is taken on the part of the Recipient. Recipient agrees that Recipient shall not contact any person or entity that becomes known to Recipient, by virtue of Confidential Information disclosed by Discloser, for any purpose without the written consent of the Discloser.

6. **Injunctive Relief and Remedies**. Recipient agrees that its breach of this Agreement cannot be adequately compensated by money damages, and agrees that Discloser shall, in addition to any other right or remedy available to it under law or equity, be entitled to temporary and permanent injunctive relief restraining Recipient, its employees, directors and/or affiliates from any actual or threatened breach of this Agreement. No bond or other security shall be required of Discloser in obtaining such injunctive relief. The Parties further agree that should a violation of this Agreement occur that relates to confidentiality or circumvention, the monetary damages resulting from the violation shall be actual damages plus punitive awards as determined by a court with jurisdiction over the matter, an arbitrator or other adjudicative authority. If any Party files any action arising from this Agreement and/or brings any proceeding against another Party or is made a party to any action or proceeding arising from this Agreement, the prevailing Party shall be entitled to recover their legal cost, and not as damages, reasonable attorney's fees to be fixed by a court with jurisdiction over the matter, an arbitrator or other adjudicative authority. The prevailing Party shall be the Party which it is determined is entitled to recover their costs with respect to any suit or arbitration, whether they are determined to be able to recover damages.

7. **No Obligation**. The furnishing of Confidential Information hereunder shall not obligate either Party to enter into any further agreement or negotiation with the other or to refrain from entering a negotiation with any other party.

8. **Return of Confidential Information**. All Confidential Information delivered by a Discloser to a Recipient pursuant to this Agreement shall be and remain the property of the Discloser. All Confidential Information, and any copies thereof, shall be promptly returned to Discloser upon termination of this Agreement or destroyed.

9. **Term and Termination.** This Agreement shall continue for so long as the Parties are continuing to explore the possibility of their entering into and or already in one or more business transactions with each other. It may be terminated by either Party by written notice. Notwithstanding the forgoing, the provisions of Sections 3 through 18, inclusive of this Agreement shall survive the termination or expiration of this Agreement.

10. **Choice of Forum**. This Agreement shall be governed by, and be interpreted in accordance with, the laws of the State of Florida without reference to conflict of laws principles. Any suit to enforce this

Agreement shall be brought exclusively in Orange County, Florida and the Parties hereby submit to the personal jurisdiction of such courts and waive any venue objection.

11. **Assignment.** This Agreement shall be binding upon the Parties, their successors and assigns, and no Party may assign its rights and or obligation under this Agreement without the other Party's prior written consent. Parties signing as officers of entities also agree that by their signatures, they shall also bind themselves personally to the terms set forth in this Agreement.

12. **Unenforceability.** Although the restrictions contained in this Agreement are considered by the Parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will continue to be in full force and effect enforced as if such provision was not included.

13. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject manner of this Agreement and voids, terminates, and supersedes all prior discussions, negotiations, and/or agreements, whether oral or written, including all portions of previous contracts that survive the termination of those contracts.

14. **No Waiver.** Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

15. **Amendments.** Any amendment or modification of this Agreement shall be in writing and executed by duly authorized representatives of the Parties.

16. **Headings.** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

17. **Confidentiality of Terms.** The Parties agree that the terms of this Agreement shall remain confidential as detailed above.

18. **Written Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: sent by e−mail if sent during normal business hours of the recipient, if not, then on the next business day, provided that electronic confirmation of the e− mail is received (and can be produced) by the sender; All communications shall be sent using the contact information for the Parties set forth below.

19. **Multiple Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

20. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark,

trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Buyer. The use of the Intellectual Property by the Buyer will not be restricted in any manner.

14. The Advisor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Buyer. The Advisor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

15. Upon the expiration or termination of this Agreement, the Advisor will return to the Buyer any property, documentation, records or Confidential Information which is the property of the Buyer or destroy it.

CAPACITY/INDEPENDENT CONTRACTOR

16. In providing the Services under this Agreement it is expressly agreed that the Advisor is acting as an independent contractor and not as an employee. The Advisor and the Buyer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Buyer is not required to pay, make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit−sharing, pension or any other employee benefit for the Advisor during the Term. The Advisor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Advisor under this Agreement.

AUTONOMY

17. Except as otherwise provided in this Agreement, the Advisor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Advisor will work autonomously and not at the direction of the Client. However, the Advisor will be responsive to the reasonable needs and concerns of the Client. Should the client threaten to sue, be arrested, get into criminal trouble or move out of the country at any time during this agreement - the agreement shall be void. The advisor will communicate with clients exclusively through email, text, Google Drive or phone calls. Not through any other forms of communication including but not limited to; zoom, whatsapp, FB messenger, LinkedIn or any other social app or platform.

EQUIPMENT

18. Except as otherwise provided in this Agreement, the Advisor will provide at the Advisor's own expense all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

NOTICE

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following E−Mail addresses:

bluecollarbusinessadvisorsllc@gmail.com

Buyers' E−Mail Address:

INDEMNIFICATION

20. Except to the extent paid in settlement from any applicable insurance policies, and the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision. Lack of communication for 60 days will cancel this agreement and no refund will be provided. Clear, consistent communication is imperative when purchasing a business.

ASSIGNMENT

23. The Advisor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Buyer.

ENTIRE AGREEMENT

24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

INUREMENT

25. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

26. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GOVERNING LAW

27. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

SEVERABILITY

28. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement

NON-DISPARAGEMENT/NON-DISCLOSURE

29. To facilitate professionalism and protect Agent's confidential information, Owner understands and agrees that (i) Buyer shall not disparage, insult, or criticize Blue Collar Business Advisors of FL, LLC, LLC to any third−party or in any public or private forum including, but not limited to, social media channels, online review sites, and consumer reporting agencies, regardless of whether such statement or information would constitute libel or slander, and regardless of whether such statement could be deemed factually true or false; and (ii) Buyer shall keep confidential any and all non−public business information provided or shared by Blue Collar Business Advisors of FL, LLC, with Buyer about Blue Collar Business Advisor's business activities and specifically agrees to not disclose any such information with any third−party or use any such information for any purpose other than in connection with facilitating Blue Collar Business Advisor's services under this Agreement.

WAIVER

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

DISPUTE RESOLUTION

31. Except where prohibited by law, Buyer agrees that any claim arising under this Agreement which Buyer may have at any time following the date of execution of this Agreement must be resolved through FINAL, BINDING, AND CONFIDENTIAL ARBITRATION. Buyer acknowledges and agrees that Buyer is waiving the right to a trial by jury. The rights that Buyer would have if it went to court, such as civil discovery or the right to appeal, may be more limited in arbitration or may not exist at all. Buyer agrees that it may only bring a claim in its individual capacity and not as a Plaintiff (lead or otherwise) or class member in any purported class or representative proceeding. Buyer further agrees that the arbitrator may not consolidate proceedings or claims or otherwise preside over any form of a representative, collective, or class proceeding. BUYER AGREES THAT IT HAS READ THIS ARBITRATION PROVISION CAREFULLY IN ORDER TO UNDERSTAND THE RIGHTS AND LIMITATIONS SET FORTH HEREIN.

If Buyer has a complaint, dispute, or controversy, Buyer agrees to first contact Blue Collar Business Advisors of FL, LLC, LLC at bluecollarbusinessadvisorsllc@gmail.com to attempt to resolve the dispute or controversy informally. Buyer understands and agrees that merely submitting customer support tickets or otherwise requesting assistance from Blue Collar Business Advisors of FL, LLC in the normal course of business does not constitute adequate notice to Blue Collar Business Advisors of FL, LLC, LLC of the existence of a complaint, dispute, or controversy within the meaning of this Section. Any complaint, dispute, or controversy arising out of or related to the use of the Services, Applications, Websites or any other thing governed under this Agreement, any content, services, or materials, or Buyers' relationship with Firm that cannot be resolved through such informal process or through negotiation within 120 days of the date Agent first received notice of such claim shall be resolved by binding, confidential arbitration administered by the American Arbitration Association ("AAA"), and judgment on the award rendered may

be entered in any court having jurisdiction thereof. The arbitration will be conducted by a single neutral arbitrator in the English language in Orlando, Florida, unless both Parties agree to conduct the arbitration by telephone or written submissions. The arbitrator shall be selected by agreement of the Parties or, if the Parties cannot agree, chosen in accordance with Rules of the AAA. The arbitration will be conducted in accordance with the provisions of the AAA's Commercial Arbitration Rules and Procedures, in effect at the time of submission of the demand for arbitration. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of this Agreement, Agent's Terms and Conditions of Use, the Privacy Policy, this arbitration provision, and any other terms incorporated by reference into Agreement. The arbitrator shall have the exclusive and sole authority to determine whether any dispute is arbitrable. The arbitrator shall have the exclusive and sole authority to determine whether this arbitration agreement can be enforced against a non−signatory to this agreement.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's Rules. In all other respects, the Parties shall each pay their own additional fees, costs, and expenses, including, but not limited to, those for any attorneys, experts, documents, and witnesses. The arbitrator shall follow the substantive law of the State of Florida without regard to its conflicts of laws principles. Any award rendered shall include a confidential written opinion and shall be final, subject to appeal under the Federal Arbitration Act, 9 U.S.C. §§ 1−16, as amended. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. OWNER UNDERSTANDS THAT, BUT FOR THIS PROVISION, OWNER WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE ITS CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, OWNER UNDERSTANDS AND AGREES TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION IN ACCORDANCE WITH THIS ARBITRATION PROVISION.

PAYMENT

34. All payments will be made via wire transfer to PNC Bank NA:

Bank Name: PNC Bank NA

Bank Address: 222 Delaware Avenue, Wilmington, DE 19899

Name on Account: Blue Collar Business Advisors of FL, LLC

Account #: 1256927226

Routing #: 043000096

International Routing #: PNCCUS33

Wiring Address: 9913 Hatton Circle, Orlando, FL, 32832

Cell Phone: +1 407.607.0718

BLUE COLLAR — BUSINESS ADVISORS — WE BUY AND SELL BLUE COLLAR BUSINESSES 407.607.0718

Client Signature

Blue Collar Business Advisors of FL, LLC

