



Business Sellers Inc.

Broker ID: _____

NOTICE

You are instructed *not* to introduce yourself to sellers or their employees. Look at the location **ONLY**, then contact us for an appointment with the owners.

BUYER REGISTRATION / CONFIDENTIALITY AGREEMENT

The undersigned (herein "we" or "us") are exploring the possibility of purchasing a business ("Business") based on the terms below.

1. **Authorization:** We hereby authorize Business Sellers Inc. (hereinafter "BSI") to assist us in seeking to find an appropriate Business. BSI will provide us with consultations, general advice concerning Businesses for sale, access to BSI's confidential database of Businesses and other potentially valuable information and services. We understand we are responsible to do our own inquiries, investigation, and due diligence.
2. **Agency:** In exchange for such information and services, we agree to respect and utilize BSI solely with respect to any Business to which we are introduced by BSI at any time.
3. **No Fee For Listed Business:** We have been advised that **NO FEE** shall be payable by us to BSI if the Business acquired is currently or subsequently listed with BSI.
4. **Exclusive Negotiations:** In exchange for BSI's assistance, we agree:
 - a. We will not enter into any negotiations for the purchase of any BSI Listed Business or any other businesses which BSI has introduced us to, otherwise than through a representative of BSI.
 - b. For a period of two (2) years after we cease to use BSI services, we will not use, or accept, the services of any other broker or intermediary with respect to any BSI Listed Business or any other Business to which BSI has introduced to us (either electronically or in person). We will not enter into any direct negotiations with the Business owner or use or accept the services of any other broker, agent or intermediary with respect to any BSI Listed Business or any other Business to which BSI has introduced to us.
 - c. The undersigned expressly acknowledges that the agency created by this agreement shall not preclude BSI from acting as agent for any Seller or another prospective purchaser or purchasers, or inhibit BSI from providing listing information to such other prospective purchasers.
5. **Buyer Confidentiality:** In consideration for BSI providing us with sensitive confidential information relating to certain business which BSI represents or has been retained to offer for sale, we hereby agree with BSI as follows:
 - a. We recognize the Seller has entered into an agreement providing that the Seller shall pay a fee to the listing broker if, during the term of that agreement or up to four (4) years thereafter, the Business is transferred to a buyer introduced by the listing broker or a cooperating broker whether electronically or in person. We therefore will not participate in circumventing BSI in any way. Buyer shall conduct all inquiries into and discussions about the Business solely through BSI and shall not directly contact the Seller or the Seller's representatives. Should Buyer purchase all or part of the assets of the Business, acquire any interest in or become affiliated in any capacity with the Business without BSI's participation, or in any way interfere with Broker's right to a fee, Buyer shall become liable to the listing broker and the cooperating broker for such fee and any other damages including reasonable attorney fees and costs. In addition, we agree not to close on any Business unless BSI has been paid by the Seller of that Business.
 - b. We will not disclose to any non-involved third party (parties other than partners, investors, lenders or professional advisors) any of the information provided to us by BSI pertaining to any Business shown or identified to us by BSI.
 - c. We will not contact or attempt to contact any of the principals, employees, suppliers, creditors, customers or competitors of such Business except through and with permission of BSI. Any offers or proposals to purchase any such Business or Business opportunity will be made and presented to Seller(s) only by and through BSI.
6. **Buyer Responsibility:** The Brokers have received information about the Business from the Seller which may include, but is not limited to, tax returns, financial statements, equipment lists and facility leases. Based on information provided by the Seller(s), Brokers often prepare a summary description of the Business which may include a cash flow projection, an adjusted income statement or Seller discretionary cash flow statement. Buyer understands that the broker does not audit or verify any information or provide warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer accepts sole responsibility to examine and investigate the Business, its assets, liabilities, financial statements, tax returns and any other facts which might influence Buyer's purchase decision or the price the Buyer is willing to pay. Any decision by Buyer to purchase the Business shall be based solely on Buyer's own investigation and that of Buyer's legal, tax and other advisors and not that of the Broker.
7. **Representation:** We understand that BSI is representing the Seller as marketing agents and acts solely on their behalf. For the purpose of representation, BSI shall arrange a meeting between Buyer(s) and the Seller(s), at which time the Seller(s) will represent and confirm all information, facts and figures directly to the Buyer(s). Buyer(s) further understand that BSI requires that they personally verify all information, facts and figures presented by the Seller and that Buyer(s) rely only upon their own verification and that of their own legal, tax and financial advisors for professional assistance.
8. **Leasing:** In the event that we **do not purchase** any of the Businesses listed herein from the Business owner, but **instead lease the Business from the landlord** or any other person who controls the location, the BSI shall be entitled to a leasing commission - minimum leasing commission to BSI is Fifteen Thousand Dollars (\$15,000) or 12% (Twelve percent) of the actual price paid by the Buyer - whichever is greater.
9. **Hold Harmless:** We agree to hold BSI and its agents harmless from any misrepresentations.

Page 1 of 2 All Parties initial here X _____

81 Charles Street, Lynbrook, NY 11563 * www.businesssellersinc.com * Email businesssellersinc@gmail.com

(516) 400-9540 office

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10. **No Co-Brokerage Clause:** I do hereby swear that I am seeking to purchase a Business for myself and that I am neither a broker, real estate or other business agent or intermediary. I understand that the confidential information to which I am requesting access is for my personal use only. Any breach of confidentiality can and will result in damages to both BSI and the Seller.
11. **Broker/Agent or Intermediary:** (Applicable only to brokers, real estate agents, business brokers or intermediaries): I hereby personally guarantee that in the event that I register as a Buyer and receive information on confidential BSI listed Businesses, I will personally be responsible to pay BSI a fee in the amount of \$5,000.00 (Five Thousand Dollars) per Business address requested and released electronically. This is the fee that BSI charges for the listing, and I understand that I am personally liable for these damages.
12. **Legal Resolution:** This Agreement shall be construed under and governed by the laws of the State of New York. The parties agree that any claim, dispute or controversy related to this Agreement, including the validity of this Legal Resolution clause, shall be resolved in a court of law or arbitration at BSI's choice including arbitrator and place of arbitration.
13. This Agreement may be signed in counterparts and faxed signatures may be considered as originals.

Contact Information: (please print)

X
 Name(s): _____
 Address: _____
 City/State/Zip: _____
 E-Mail: _____
 Home Tel. #: _____
 Work Tel. #: _____
 Cell #: _____
 Fax #: _____

Listing ID: what is the Listing ID for the Business you want more information about? _____

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X
 Buyer Signature _____ Date _____
 Buyer #2 Signature _____ Date _____
 BSI Signature _____ Date _____

Would you like to share information on our listings with your partner or family member?

Name of Partner	Email Address	Phone #

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