



**BizBrokersUSA**  
**Non-Disclosure & Confidentiality Agreement**  
**Buyer**

2448 Union Rd  
Buffalo, NY 14227  
716-668-6868  
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The undersigned Prospective Buyer (hereinafter referred to as "I", "Me" or "We") hereby agrees:

1. Are you a Business Broker or Realtor? ( ) Yes ( ) No.
2. I agree that I, my partners and all entities that I will share this information with; will maintain all information furnished to me by **BizBrokersUSA** regarding the business as **strictly confidential**.
3. I will not disclose or reveal any information, for two (2) years from the date below to any person (s).
4. Without the active involvement and knowledge of **BizBrokersUSA**, I and my partners agree not to directly or indirectly purchase the business within two (2) years after the date that the information about the business was disclosed to me by **BizBrokersUSA**.
5. I agree to hold BizBrokersUSA and its employees/agents/brokers harmless from any misrepresentations.
6. I agree not to visit or contact the Business directly and that all contact shall be made through **BizBrokersUSA**. This Agreement shall be controlling as to my rights and my obligations as to **BizBrokersUSA** and in all other respects.
7. I hereby understand that I will be liable for any consulting fees due **BizBrokersUSA** in the event of a breach of this Agreement by me.
8. I will not speak to the owner or employees of any business whose address has been released to me by BizBrokersUSA.
9. Buyer hereby acknowledges and agrees that **BizBrokersUSA** represents and will be paid a consulting fee by the Seller. In the event that the Buyer (s) utilizes the services of any other party, the Buyer (s) shall be solely responsible for the payment of any fees due such party and the Consulting fee received by **BizBrokersUSA** will not be shared with Buyer (s) representative. **BizBrokersUSA** is representing the Seller.
10. I agree to provide a copy of my driver's license to **BizBrokersUSA** along with a copy of this agreement.
11. I hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of the State of \_\_\_\_\_ and the United States of America for any legal actions, suits or proceedings arising out of or relating to this Agreement. This Agreement will be construed and all rights, powers and liabilities of the parties hereto will be determined in accordance with the laws of the State of \_\_\_\_\_. Furthermore, all the parties agree that \_\_\_\_\_ County, \_\_\_\_\_ shall be the appropriate county/ venue in which to file all suits with regards to any and all controversies related to or arising out of this Agreement.
12. I hereby represent that the information I am providing to **BizBrokersUSA** is correct and true.
13. In addition to the information given below, I may request information on other listings now or in the future. Those listing may be through other cooperating Brokers. The aforesaid agreement will apply to other listings provided by **BizBrokersUSA** as well. Listings may or may not be available at the time of inquiry.
14. **BizBrokersUSA** makes **NO** warranty or representation of any kind whatsoever, as to the truth, accuracy or completeness of all or any portion of any of the materials provided by the Seller: and that, Buyer shall rely upon the Materials at its own risk, without recourse to **BizBrokersUSA**.
15. Amount available to invest \$ \_\_\_\_\_. Source of funds \_\_\_\_\_
16. **BizBrokersUSA** will be unable to release addresses prior to meeting potential buyer (s) **AND** verifying available funds.

Type of Business Listing interested in; \_\_\_\_\_  
Previous types of Business owned: \_\_\_\_\_  
Current type of Business of Interest: \_\_\_\_\_

Prospective Buyer Name (please print) \_\_\_\_\_  
Prospective Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address: \_\_\_\_\_

Consultant : James J Kaczmarek Signature; \_\_\_\_\_ Date \_\_\_\_\_