



BUYER'S CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

This is intended to be a legally binding agreement. Please read it carefully before signing.

Brokerage Hub Partners® ("Broker") and the agent broker _____ ("Broker") is engaged by certain client(s) ("Seller:") to market and arrange for the sale of their business known to Broker as Listing# _____ (the "Business"). Brokerage Hub is in possession of confidential information regarding the Business that has been provided by the Seller. The undersigned party, hereinafter referred to as the "Buyer", acknowledges their desire to receive from Brokerage Hub such confidential information to determine whether they are interested in negotiating for the purchase of said business. In exchange for Brokerage Hub furnishing confidential information for Buyer's evaluation, Buyer agrees, represents and warrants the following:

BUYER SHALL KEEP INFORMATION CONFIDENTIAL: Buyer acknowledges that the disclosure of this confidential information to third parties may be damaging to the Business and Seller. Buyer understands that confidential information includes: the fact that the business is for sale, financial details, business details, the identity of suppliers & customers and any other information not generally known by the public. Buyer agrees not to disclose confidential information to anyone other than their advisors who shall also agree to be bound by the same confidentiality. Buyer agrees that all copies of materials and data provided shall be treated with the utmost confidentiality and shall be returned to Broker or destroyed in the event that Buyer decides not to pursue the purchase of the Business.

BUYER SHALL DIRECT ALL CONTACT THROUGH BROKER: With regard to the disclosed Business, neither the Buyer nor Buyer's agents will contact the Seller, business owner, landlord, employees, suppliers or customers except through Broker or the express written consent of Brokerage Hub. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase will be conducted exclusively through Broker.

BUYER SHALL USE INFORMATION FOR EVALUATION PURPOSES ONLY & NON COMPETE: Buyer acknowledges and confirms that their desire to review the confidential information provided by the Seller is solely for the purpose of evaluating the business for possible purchase and is not for the purpose of gaining information for business competitors, the IRS or any other governmental or taxing agency. Buyer and its agents agree not to use the confidential information to compete with the seller and further agree to not circumvent the Seller and/or Broker by obtaining customers, employees, vendors or any portion of the business using knowledge gained through Broker.

BUYER SHALL NOT CIRCUMVENT THE SELLER AND/OR BROKER: Buyer and its agents will not circumvent Broker nor interfere with Seller's contractual obligations to Broker if entering into a transaction with Seller which would reasonably be construed as a sale or transfer of an interest, in whole or in part, in a business represented by Broker. If Buyer or its agents should circumvent Broker and effect any such transaction with Seller within three years after the date of the execution of this Agreement, then Buyer and Seller shall immediately become jointly and severally liable for the full commission due to Broker as specified in the contract or listing agreement between Seller and Broker.

CONFIDENTIAL INFORMATION IS PROVIDED BY THE SELLER: All information regarding the Business is provided by the Seller and is not verified by the Broker. Buyer understands that purchasing a business contains inherent investment risks and Buyer is hereby advised to seek independent accounting and legal counsel to review and verify such information prior to entering into an agreement to purchase the Business. Buyer agrees not to rely solely on the confidential information provided to them by the Broker and further acknowledges that the Seller is the source of the representations made about the Business. Broker makes no warranty or guarantee, either express or implied, as to the accuracy of the information as provided by the Seller.

BROKER IS SELLER'S AGENT: Buyer understands and acknowledges that the Broker is an agent for the Seller and has a contract providing that a commission is due to the Broker upon the occurrence of several instances, including the sale, trade, lease or transfer of the Seller's business and/or property. Broker owes a fiduciary duty to the Seller and Buyer understands that the Broker owes to the Buyer only a duty to act honestly and fairly. As agent for Seller, Broker may require Buyer to provide proof of funds to establish that Buyer is in fact a "qualified buyer" prior to releasing information regarding the business.

We, the undersigned, understand and agree that this Agreement is legally binding on us and all of our agents involved in the evaluation of the confidential information. We understand and agree that the Seller and/or Broker have the right to seek any and all lawful remedies to enforce the terms of this Agreement and that any such claim shall be resolved by a court of competent jurisdiction in Suffolk County, New York. We acknowledge that we have read and understand this Agreement.

PLEASE FILL OUT COMPLETELY AND FAX TO 1.516.209.4305 * PLEASE INCLUDE A COPY OF PHOTO ID

Buyer Signature _____ Date _____

Broker Name: Zygmund Marszalek

Buyer Name (Print) _____

Brokerage Hub Officer Signature _____

Business of Interest (Listing #) _____

Brokerage Hub Officer Name and Title (Print) _____

BUYER INFORMATION

BASIC INFO:

Name: _____ Tele: _____

Address: _____

City: _____ Mobile: _____

State/Zip _____ Email: _____

INTEREST:

Amount Available to Invest: _____

Min Monthly \$ Requirement: _____

Location Desired _____

Type(s) of Business Desired: _____

Include Proof of Identity In the Box Below or on a Separate Sheet.

Acceptable forms of identity are government issued photo identification.

