

JS BUSINESS BROKERS

6 Cottontail Lane, E. Setauket, NY 11733
Office & Fax: 631-473-2973 Cell: 631- 664-2488

Fax to: _____ Fax #: _____

CONFIDENTIALITY AGREEMENT - CUSTOMER REGISTRATION FORM

This agreement is made and entered into by and between the undersigned and JS Business Brokers (hereinafter referred to as JSBB). This agreement applies "only to" those businesses or properties that JSBB has introduced to the undersigned Buyer.

I, the undersigned, am investigating the purchase of a business. I understand that "Broker's Commission" is paid by the seller, unless I breach this agreement in any way, in which event I agree to pay JSBB the full commission of 10% of the original purchase price. I acknowledge that JSBB will be supplying me with confidential information concerning the location, price, financial information and other details of each business or property listed below. I will not disclose any information regarding the Businesses or Properties listed below to any other parties and I will not directly or indirectly contact the owners, shareholders, landlord, suppliers, customers or employees of these businesses, nor will I tender a deposit, consummate a sale, lease, exchange or take possession of any of the businesses or properties listed below in whole or in part, for a period of 2 years, regardless of expiration of the listing agreement. If I purchase one of JSBB's Listings, I agree to notify JSBB prior to any closing date and will not close on any business that JSBB has introduced to me without JSBB receiving their pre-agreed commission which is payable at the closing.

***ADDITIONALLY:**

1) The undersigned agrees to utilize JSBB solely, and will not use or except the services of any other broker with respect to any JSBB listed businesses or any other businesses which JSBB has introduced me/us to for a period of 2 years.

2) I will conduct all negotiations and make all offers directly through JSBB.

3) I agree that any additional listings given to me by JSBB will become a part of this agreement.

4) I understand that the statements, facts and figures provided have been given to JSBB by the seller of each business or property listed below or third parties acting in a similar capacity. I understand that while JSBB acts as a marketing agent for the seller, this material has not been audited and accordingly no guarantee is made as to their accuracy. I agree that I will use my own independent accounting, legal, tax and business advisors and I am fully responsible for conducting my own audit, examination, inspection and verification of all information and records provided and I hold JSBB harmless for any errors, omissions or misrepresentations contained therein.

5) In the event that I/we do not purchase any of the locations listed herein from the business owner, but instead lease the business location from the landlord or any other person who controls the location, then I agree to pay JSBB a leasing commission of \$15,000.00.

6) This agreement is constructed under the laws of New York. If a dispute arises under this agreement, the parties agree that it shall be submitted to the American Arbitration Association for a binding decision. The loser of the arbitration will pay all arbitration fees.

I HAVE READ, UNDERSTOOD AND RECEIVED A COPY OF THIS AGREEMENT.

_____ x _____ - _____
Date Accepted: Buyer (Signature) Print Name Partners Name

Home Address City State Zip

Home Phone Cell Phone Work Phone Email Address

BUSINESS REFERRALS:

Business Name	Location	Asking Price

Sales Agent for JS Business Brokers: John Stefan