

BusinessUSA, Inc.
www.businessusa.biz
Fax: 703-533-7796

Buyer's Confidentiality Agreement

The undersigned Prospective Buyer (hereinafter referred to as "I" or "me") 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 Business USA, Inc. regarding the businesses as confidential.
3. I will not disclose or reveal any information, for two (2) years from the date below to any persons(s).
4. Without the active involvement and knowledge of Business USA, Inc. 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 Business USA, Inc.
5. I agree to hold Business USA Inc. and its employees/agents/brokers harmless from any misrepresentations.
6. I agree not to visit or contact the Businesses directly and that all contact shall be made through Business USA, Inc. This Agreement shall be controlling as to my rights and my obligations as to Business USA, Inc. and in all other respects.
7. I hereby understand that I will be liable for any consulting fees due to Business USA, Inc. in the event of a breach of this Agreement by me.
8. I will not speak to owner/employees of any business whose address has been released to me by Business USA, Inc.
9. Buyer hereby acknowledges and agrees that BusinessUSA Inc. 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 BusinessUSA Inc. will not be shared with Buyer(s) representative. BusinessUSA, Inc. is representing the Seller.
10. I hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the Commonwealth of Virginia, 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 Virginia. Furthermore, all parties agree that Fairfax County, Virginia shall be the appropriate county/venue in which to file all suits with regard to any and all controversies related to or arising out of this Agreement.
11. I hereby represent that the information I am providing to Business USA, Inc. is true and accurate.
12. In addition to the listings given below I may request information on other listings in future. The aforesaid agreement will apply to other listings provided by Business USA, Inc. as well. Listings may or may not be available at the time of inquiry.
13. Business USA, Inc. 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 Seller; and that, Buyer shall rely upon the Materials at its own risk, without recourse to Business USA, Inc.
14. Amount available to invest \$_____. Business USA, Inc. reserves the right to verify funds prior to releasing any Business information.
15. Upon demand of any party hereto, whether made before or after institution of any judicial proceeding, any claim or controversy arising out of or relating to this Agreement between parties hereto (a "Dispute") shall be resolved by binding arbitration conducted under and governed by the Arbitration Rules then followed by the American Arbitration Association (the "AAA"). Disputes may include, without limitation, tort claims, counterclaims, a dispute as to whether a matter is subject to arbitration, claims brought as class actions, or claims arising from documents executed in the future. A judgment upon the award may be entered in any court having jurisdiction. The parties further agree that all arbitration hearings shall be conducted in Fairfax County, Virginia and a hearing shall begin within 90 days of demand for arbitration and all hearings shall conclude within 120 days of demand for arbitration. These time limitations may not be

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extended unless a party shows cause for extension and then for no more than a total of 60 days. The parties do not waive applicable Federal or state substantive law except as provided herein.

THE PARTIES ALSO ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION THEY HAVE IRREVOCABLY WAIVED ANY RIGHT THEY MAY HAVE TO JURY TRIAL WITH REGARD TO A DISPUTE.

Street Address		City, State	Zip Code
Email Address:		Mobile Number	
Previous Type(s) of Businesses Owned:			
Current Type(s) of Business of Interest:			
Business(s) Listings Interested In:			
Prospective Buyer Name (please print)	Prospective Buyer Signature	Date (M/D/Y)	
Consultant Name (please print)	Consultant Signature	Date (M/D/Y)	