



Business Brokerage ~ Mergers & Acquisitions ~ Expert Business Valuations ~ SBA Financing

65 James Street, Suite 208, Worcester, MA 01603 USA T: 508-753-1400 F: 508-799-9544 email: info@georgeandco.com

Confidentiality / Non-Disclosure Agreement

I/We, as potential acquisition candidates ("the Buyer") of all business opportunities ("the Business" or "the Seller") presented by George & Company ("the Broker") as exclusive agent or sub-agent, desire sufficient information to complete a confidential evaluation of the Business. In consideration thereof, I/We and our agents, agree to keep confidential all information hitherto provided by George & Company, and/or provided by the Business, its agents, employees, customers, vendors, etc.

1. Information includes all verbal and written data, reports, records, or materials obtained from the Seller's agent or the Business, including but not limited to the Business name, location, and the knowledge that the Business is for sale unless this information is in the public domain.
2. Information is being furnished solely in connection with the Buyer's consideration of the potential acquisition of the Business, and shall be treated as "secret," and "confidential." No portion of said information shall be disclosed to others, except the Buyer's financial or legal advisors, whose knowledge of the information is required for the Buyer to evaluate the Business, and who shall assume the same obligations and terms of the agreement as set forth herein.
3. The Buyer agrees not to make any contact with the owner, employees, vendors, landlord, or customers of the Business without the express permission of the Broker. The Buyer further acknowledges and understands that the Broker is acting as the agent of the Seller and that the Broker's responsibility is to represent the interests of the Seller. The Buyer shall conduct all negotiations through the Broker and present all offers for the business through the Broker. The Buyer agrees not to take any actions that could interfere with, circumvent or hinder the collection of the Broker's fee in connection with a transaction. Breach of this clause may make you liable for our fee.
4. The Buyer agrees not to use any such information for his or her own account in any way that would compete directly with or cause damage to the business. The Buyer acknowledges and understands that the Business is the intended party and beneficiary whose rights are being protected. It is further understood that the Business may enforce the terms of this agreement as if it were a party to this agreement including such actions in a court of law to prevent any threatened breach of this agreement. In the event no transaction is effected between the parties to this agreement, all information (including all copies) shall be returned to the Seller's agent (the Broker) or certified destroyed within 30 days of the execution of this agreement.
5. It is understood that no representations or warranties, express or implied, are being made by the Broker as to the accuracy or completeness of any information provided regarding the Business. Furthermore, that any and all representations and warranties are made solely by the Business, which shall be set forth in a signed acquisition or purchase agreement that shall then be subject to the conditional provisions thereof. Accordingly, the undersigned acknowledges the responsibility to perform a "due diligence review" of financial books, records and other assets at his or her own expense prior to any acquisition of a business.
6. As a condition to entering this agreement, the undersigned attests to and agrees to provide substantiation of financial ability and preparedness to consummate an acquisition, merger, or purchase of a business, and to provide information on the attached Confidential Buyer Registration Form. All information provided to George & Company will be treated confidentially and only disclosed to our client. Any other disclosure will require your express permission.
7. The execution of this agreement shall allow George and Company to release confidential information to the Buyer pertaining to its client (the Business): Listing # or name_____.

BY WAY OF SIGNATURE BELOW, THE UNDERSIGNED AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AS SET FORTH ABOVE. THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND ANY PART OF THIS AGREEMENT, CONSULT AN ATTORNEY.

BUYER SIGNATURE

DATE

HOME PHONE

CELL PHONE

PRINT NAME

BUSINESS PHONE

FAX NUMBER

ADDRESS

EMAIL ADDRESS

CITY, STATE, ZIP

AGENT FOR SELLER

Please print your name, address, phone number and email address legibly!!

Confidential Buyer Registration Form - *Optional*

the more information you provide, the better we will be able to serve you!

NAME: _____ DATE: _____
(PLEASE PRINT)

In order to release the identity and financial information about a business for sale the Seller requires that George & Company pre-qualify potential buyers. All questions below are necessary and must be answered. This information will be kept confidential, and will also greatly help George & Company assist you in your business acquisition search. Thank you.

1. What specific business are you inquiring about? _____

2. Please list other types of businesses you would consider?
(A) _____ (B) _____ (C) _____

3. What yearly gross income you would require from a business: \$ _____

4. What amount of cash down payment can you make to acquire a business: \$ _____

5. Please fill out the summary Financial Statement below:

Cash (liquidity) \$ _____	Stocks & Bonds \$ _____
Real Estate Equity \$ _____	Retirement Funds \$ _____
*Private Investor \$ _____	*Other \$ _____

* Please explain: _____

6. Do you own a home? Yes No

7. If yes, do you plan to use equity in your home for a down payment? Yes No Maybe

8. What is your credit score? _____

If you do not know, please rate your credit history? Excellent (always pay all bills on time)

Good (once or twice, 30 days past due) Fair (once or twice, over 60 days)

Poor (generally pay 60 days after due date) Any Repossessions or Charge-offs Bankruptcy

8. Have you ever owned an equity position in a business before? Yes No

9. Please summarize your past business experience: _____

10. Will anyone else be involved in the decision to buy a business? No Spouse Other Investor

11. Spouse's name? _____ Investor's Name? _____

12. Would they actively be involved in the daily operation of the business? Yes No

13. Would you consider the purchase of a franchise opportunity? Yes No

14. Would you like to have our franchise specialist contact you? Yes No

15. What is your time frame for acquiring a business? Less than 6 months 6-12 months 1 year plus

16. How long have you been looking for a business? Less than 6 months 6-12 months 1 year plus

17. How much driving time would you allow to commute to the right business? _____

18. Would you relocate for the right business? Yes No

19. Are you a United States citizen? Yes No If not, do you have a Green Card? Yes No

20. Have you ever been convicted of a crime other than a traffic violation or misdemeanor? Yes No

21. How did you hear about George & Company? _____

COMMENTS: _____

