



## NON DISCLOSURE AGREEMENT

(Full name \_\_\_\_\_)

(ID No \_\_\_\_\_)\*

I, the authorised, undersigned ("Client"), hereby acknowledge that the information and documentation provided by Financial Solutions Group ("FSG"), in respect of any business in which the signatory hereto, or any of his/her clients and connected parties to the signatory, expresses interest, is and shall remain strictly confidential. I agree not to contact the owner, employees or suppliers or disturb any business relationship of the seller(s) or make independent inquiries on the subject business(s) without first obtaining the seller's permission, through FSG. I hereby further agree not to use any of the information in an adverse manner, or to enter into competition with the Seller and to return all information obtained about the Seller and/or the subject business to FSG immediately upon request

The Client acknowledges that the information and documentation is in all respects confidential in nature (other than information which is in the public domain through other means) and that any injudicious use or disclosure of same by the Client or connected party to the client may cause serious harm or damage to the owners of the business or FSG and that such unauthorised use or disclosure could lead to the liability of the Client to substantial damages in law.

The Client equally acknowledges that the information and documentation supplied by FSG is based on that supplied by the Seller. FSG, and or its agents therefore accept no responsibility for the accuracy of the financial information. Intending purchasers are therefore advised to conduct their own due diligence investigation into the business and its affairs. If negotiations fail the Client undertakes to return all information and documentation to FSG.

The Client acknowledges that he/she understands this agreement, has voluntarily agreed to it and is bound by its provisions, which are reasonable and necessary and agrees to any credit record check required in the execution of FSG's duties to the seller.

In the event of the Client, or any connected party to the Client deciding to purchase a business or property first introduced to them by virtue of this agreement, either now or at a later date, the Client undertakes to utilise the services of FSG in concluding the agreement. Should the client fail to do so, he/she may be held liable in law for certain fees due to FSG as fulfilment of a mandate from the seller held by FSG.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_

Authorised Signature: \_\_\_\_\_

Client

# B U Y E R S P R O F I L E

All Questions are required

## Personal information

Name:

Address:

Contact Phone Number

Mobile Number:

Email address:

Property Owned or Rented

SA Citizen

YES

NO

Have you ever owned a business before?

YES

NO

If yes - type & what Industry?

If no - Areas of expertise/experience:

## Which business are you enquiring about

Name/Reference:

Province:

Town:

Comments:

Income required:

R

If not a specific enquiry, what type of business:

## How do you intend funding the purchase

100% bank finance required will result in no disclosure of any information

CASH

% R

FINANCE:

Bank

Private

% R

In the event of gearing required please confirm security offered

Equity In Bonds

R

Investments (Equities Stocks, Kruger Rands) etc

R

Insurance Policy Surrender Value

R

Company Pension/Provident Pay Out

R

Other

R

Do You Have Any Judgements/Adverse credit record?

YES

NO

SIGNATURE

DATE

Your information on this form will be treated in the strictest confidence. Your signature on this form verifies that the information supplied by you is to the best of your knowledge true & correct. Any incorrect information supplied may lead to unnecessary delays or even cancellation of a transaction which would make you liable for any lost revenue incurred due to such incorrect information. You also undertake not to contact the Sellers represented by Financial Solutions Group, directly or indirectly, without the consent of Financial Solutions Group. In terms of mandates held we are obliged to qualify all buyers.