



Fair-Bro International Group

Proprietor: Frederick Russell Broom

Business Brokers & Consultants

2 Rendezvous Place, 44 Mariners Way, Gordon's Bay 7140 Western Cape RSA
Tel: +2787 (087) 700 8805 E-mail: fred.broom@fairbro.co.za
Mobile: +2782 (082) 583 4851 International code +2782 Fax: (086) 618 0436
Website: <https://www.fairbro.co.za>

Submitted by: _____

Dear Prospective client,

Thank you for your enquiry. In advance of a broker from Fair-Bro International meeting with you, please provide us with some basic information, by completing the questionnaire below. The completed form may be faxed back to **086 618 0436**, or **e-mailed to fred.broom@fairbro.co.za**.

This information will assist in selecting the right Broker from Fair-Bro, who will assist in evaluating and assessing the Business, determining the marketing strategy and pricing for selling your business.

We undertake a professional service and in terms of the signed Confidentiality Agreement that is being sent to you with this Questionnaire, we assure you of our strictest confidentiality. Your assistance is appreciated.

Business Name: _____ Are You dealing with other Brokers? Yes: _____ No: _____

Physical Address: _____ Code _____

Owner/s: _____

Telephone: (w) _____ (h) _____ (c) _____

Main Business Activities: _____

Reason for selling: _____

Date business established: _____ Date business acquired: _____

Monthly rental: R _____ (including VAT) Landlord: _____

Lease Period and escalation: _____

Ave. monthly Turnover last 12 months R _____ Highest R _____ Lowest R _____

Ave. monthly GP % last 12 months: _____ Ave. monthly NP last 12 Months: _____

Hours of trading: Weekdays: _____ Saturdays: _____ Sundays: _____

Stock value: R _____ Comments: _____ suppliers Terms: _____

No of staff - Permanent: _____ Casuals: _____

Monthly wage bill: R _____ Comments: _____

Value of Fixed Assets: R _____ Comments: _____

Expected Price: R _____ How determined? _____

Kind regards,

Fair-Bro International Group

Form Completed by: _____

FRED BROOM - Managing Director

Encl.

CONFIDENTIALITY AGREEMENT

between:



Frederick Russell Broom t/a Fair-Bro International Group
ID .no. 471004 5130 085
("Fair-Bro")

and

ID/REG: _____
("the client")

Fair-Bro means; **Fair-Bro International Group, Frederick Russell Broom, FCC**, and all the associates, affiliates and subsidiary companies associated with **Fair-Bro**;

- 1 The Client has expressed interest in entering into negotiations with Fair-Bro relating to the business of the client and more specifically the services offered by **Fair-Bro**.
- 2 As a condition of the Client furnishing Fair-Bro with information and documentation relating to the Client's business, Fair-Bro hereby agrees to treat as strictly confidential all such information and/or documentation whether the same shall already have been obtained or shall in the future be obtained either directly or indirectly from the Client and however such information may be disclosed to it, including, but without limiting the generality of the a foregoing, whether orally, visually or by reason of inspection of documentation or in any other manner howsoever.
- 3 Fair-Bro furthermore hereby acknowledges that the information and documentation aforesaid is being made available to it solely for the purpose of evaluating the Client's business operations with a view to valuing the Client's business and entering into a mandate agreement as the parties may negotiate and for no other purpose whatsoever; and that such information and/or documentation would not otherwise have been made available to Fair-Bro by the Client.
- 4 Fair-Bro hereby agrees that such information and/or documentation will not be used for any purpose other than for the purpose of evaluating the possibility of concluding such agreement as mentioned in 3 above and that the information and/or documentation will not be disclosed or in any other manner alienated to any other person whomsoever other than the employees of Fair-Bro or such other persons as may be necessary in order to enable Fair-Bro and the Client to consider whether or not to enter into the mandate as aforesaid. Any other party to whom the information is alienated and/or documentation revealed shall be directed to treat such information so gleaned confidentially and shall agree in writing to be bound by the terms and conditions of this agreement.
- 5 In addition to and without derogating from the a foregoing, the Fair-Bro hereby agrees and undertakes that it will direct any person to whom such information is alienated and/or documentation revealed, not to disclose to any other person whomsoever the fact that negotiations are taking place concerning the reason for why this confidentiality

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agreement is concluded in the first place or any other facts with respect to any possible transaction relating to the operations of the Client, the Client's business or Fair-Bro.

6 The Client and Fair-Bro hereby undertake that in the event of the negotiations failing, for any reason whatsoever, to promptly re-deliver to the Client or Fair-Bro; (or destroy) all and any materials and documentation regarding Fair-Bro or the Client. Fair-Bro and the Client further agree not to retain any any copies, extracts or other reproductions, either in whole or in part, in respect of such material that is proprietary to Fair-Bro or the Client ("the Parties").

7 If the Parties, or any of their employees, or any other party to whom Fair-Bro or the Client shall have alienated any information and/or revealed any documentation aforesaid, shall breach any provisions of this agreement, all of which shall be deemed to be material, then Fair- Bro or the Client shall be entitled, without prejudice to any other rights or remedies which he may have at law to:

7.1 forthwith cease negotiations; and/or

7.2 cancel any agreement or other transaction resulting from such negotiations; and/or

7.3 compel specific performance; and/or

7.4 obtain an interdict or other similar relief, each without prejudice to his rights to claim damages, it being specifically agreed that damages shall include consequential and/or punitive damages.

8 Fair-Bro and the Client hereby acknowledges that:

8.1 he or she or they understands the contents of this agreement;

8.2 he or she or they have voluntarily agreed to enter into this agreement;

8.3 he or she or they are bound by each and every provision hereof;

8.4 each and every provision hereof is reasonable and necessary to protect the rights of Fair-Bro and the Client in relation to its/their business operations.

THUS DONE AND SIGNED BY THE RESPECTIVE PARTIES AS FOLLOWS:



Signature for: **FAIR-BRO**

Date:

Place: 2 Rendezvous Place, 44 Mariners Way, Gordon's Bay 7140 Western Cape RSA
Postal: AS ABOVE Fax: 086 618 0436/ E-mail: fred.broom@fairbro.co.za

Signature for: **THE CLIENT**

Name: _____

Date:

Place/Full address: