



Fair-Bro Corporate Consultants (FCC)

A Division of Fair-Bro International Group Proprietor: FR Broom (CEO)

Corporate Finance • Advisors • Consulting Services

2 Rendezvous Place • 44 Mariners Way • Gordon's Bay 7140 Western Cape RSA
Telephone: +2721 (021) 856 0709 • E-mail: consultants@fairbro.co.za
Fax: (085) 618 0436 • Mobile: +2782 (082) 583 4851
Website: www.corporateconsult.co.za

Fax to: **086 618 0436** Submitted By: _____ Date: _____
FCC Consultant

Dear Prospective client,

Thank you for your enquiry. In advance of a Consultant from Fair-Bro Corp. Consultants 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**.

This information will assist us in selecting the right Consultant from FCC, who will assist in evaluating and assessing your Investment opportunity, determining the marketing strategy and confirming the asking price and terms.

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.

A. STATUTORY INFORMATION/CONTACT DETAILS:

Business Name: _____ Are you dealing with other Firms? Y or N

Physical Address: _____ Code _____

Owner/s or legal Entity: _____ Registration No.: _____

Telephone: (w) _____ (h) _____ (c) _____ E-mail address _____

Main Business Activities: _____

Reason for seeking Investor/s: _____

Date business established: _____ Date business acquired: _____ Number of shareholders: _____

B. PROPOSED TRANSACTION:

Percentage of Equity offered: _____% Will you consider: Part in loan funding? Y or N Silent Partner: Y or N

Details of required transaction: _____

Asking Price: R _____ How determined? _____

C. FINANCIAL INFORMATION:

Monthly Turnover (incl VAT) last 12 months average: R _____ Highest R _____ Lowest R _____

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

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

Stock value: R _____ Comments: _____ Suppliers Terms: _____ Days /Discount _____

No of staff - Executive: _____ Permanent: _____ Casuals: _____

Monthly wage/salary bill: R _____ Comments: _____

Value of Fixed Assets: _____ Comments: _____

Kind regards,

Fair-Bro Corporate Consultants (Pty) Ltd Form Completed By: _____ Signature: _____

FRED BROOM - CEO
ENCL.



CONFIDENTIALITY/NON DISCLOSURE AGREEMENT – Enquiry Responses

THIS CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of

the _____ day of _____, 201__; between

Fair-Bro Corporate Consultants (Proprietor - Frederick Russell Broom) ID no. 471004 5130 085,

whose offices are at: 2 Rendezvous Place, 44 Mariners Way, Gordon's Bay, 7140 Western Cape RSA

(hereinafter referred to as “FCC”)

AND

Note: Compulsory Information required– without this information the NDA is not valid.

Full names: _____ ID No.: _____,

whose physical address is: _____

_____ and contact no. is _____,

(hereinafter referred to as “the CLIENT”)

BY SIGNING THIS AGREEMENT BELOW, “FCC” AND THE CLIENT AGREE TO AND ACCEPT THE ATTACHED TERMS AND CONDITIONS:

Witness:

CM Broom
(Initials and surname)



(Signature of witness)

Witness:

(Initials and surname)

(Signature of witness)

Signed - Frederick Russell Broom


(Signature for and on behalf of:
Fair-Bro Corporate Consultants (FCC))

(Signature of, or on behalf of:)



FCC Ref.:

TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. FCC and "the CLIENT" explore mutually beneficial opportunities.
1.2. Both parties acknowledge that in the course of performing and participating together in such exploration work they will access to confidential and proprietary information, the wrongful disclosure of which could cause damage to either party.
1.3. The parties agree to maintain confidentiality of all confidential information on the terms and conditions contained in this agreement.

2. PARTICIPANTS

- 2.1. "FCC";
2.2. "the CLIENT".

3. CONFIDENTIAL INFORMATION

For the purpose of this agreement, the term "Confidential Information" will mean:

- 3.1. All know-how, technology, technical information, patents, patent applications, formulae, specifications, designs, drawings and all other intellectual property;
3.2. All marketing and business information;
3.3. All information relating to each party's customers and business operations;
3.4. This agreement and the fact of the discussions between the parties;
3.5. All other information disclosed by and between the parties, unless excluded by agreement between the parties in writing or excluded in terms of this agreement.

4. CONFIDENTIAL OBLIGATIONS

Both parties undertake: -

- 4.1. Not to disclose all or any part of the Confidential Information to any third party without receiving prior written consent from the other party;
4.2. Not to use all or any part of each party's Confidential Information for any purpose other than that, as set out in 1.1 above;
4.3. Not to grant access to all or any part of the Confidential Information to any employees of consultants hired, without the prior written consent of the other party;
4.4. Only disclose confidential information to employees/contractors/agents to the extent necessary to enable them to perform work in the scope of this agreement or an agreement subsequent to this and then only after the disclosing party has ensured that any such employee/agent/contractor is

- bound to comply with the confidentiality agreement contained herein;
4.5. That for a period of 1 (ONE) year after the termination of this agreement they will not solicit or entice any employee of the other party to terminate his employment with that party and to take up employment with it, without first obtaining the prior written consent of the other party;
4.6. To return all documents, models, prototypes, products, computer readable media or other items received from the other party which constitutes Confidential Information and to destroy all notes and copies thereof in whatever form it was made, within 14 (FOURTEEN) days of receipt of a written request to such effect.

5. DURATION

The confidentiality obligations in clause 4 above will commence on the date of signature of this agreement and will remain in force for a period of ONE year from the date on which FCC'S contract with "the CLIENT" to supply information has lawfully terminated.

6. EXCLUSIONS

The confidentiality obligations contained in clause 4 above, will not apply to any Confidentiality Information:

- Which at the time of signature hereof or any time thereafter is or becomes part of the public domain through no fault of the other party; or
Properly becomes available to the other party, to whom such information has been disclosed, from a third party source having lawful right to disclose the same to the other party; or
Was known to either party prior to disclosure to it in terms of this agreement, as can be demonstrated by competent evidence in the possession of the party.

7. SEVERABILITY

In the event that any provision in this Contract is held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceable provision shall not be construed as to have any effect upon, the remaining provision of this Contract, provided that the effect upon the remaining provisions does not substantially change the designated interest of the parties. In the event such severance substantially changes such interest, the parties shall endeavour to agree upon a mutually acceptable, alternative, valid or enforceable provision.

8. NON-VARIATION

No addition to, variation of, or deletion from any of the terms and conditions of this agreement will be of any force or effect unless reduced to writing and signed by both parties hereto.

9. APPLICABLE LAW

This agreement will be governed by and interpreted in accordance with the provisions of the laws of The Republic of South Africa.

10. DISPUTE RESOLUTION

- 10.1. Should any dispute arise between FCC and "the CLIENT" in connection with this Contract, the parties shall attempt to resolve such dispute in good faith by direct negotiations and conciliation.
10.2. Should the parties fail to resolve the dispute in the manner specified in clause 10.1 above, the dispute shall be finally settled by a committee of 3 (THREE) arbitrators, who shall be appointed as follows: -
- one by FCC;
- one by "the CLIENT";
- a chairman appointed by the above arbitrators.
10.3. Arbitration shall be held in accordance with the Arbitration Laws of the Republic of South Africa and shall be held at Cape Town, unless the parties agree differently in writing and the decision of the arbitrators shall be final and binding on the parties hereto.
10.4. The parties explicitly agree that the existence of a disagreement/dispute shall not afford them the right to terminate or reduce the extent of any of their obligations in respect of this Contract, which are not materially affected by the disagreement/dispute.

11. NOTICES AND ADDRESSES

- 11.1. Any written notice in connection with the agreement may be addressed: -
11.1.1. In the case of FCC: 2 Rendezvous Place, 44 Mariners Way, Gordon's Bay, Western Cape RSA 7140
11.1.2. In the case of the CLIENT: as recorded above.
11.2. The notice will be deemed to have been duly given:
11.2.1. (SEVEN) days after posting, if posted by registered post to the party's address in terms of clause 11.1.
11.2.2. On dispatch, if sent to the party's then telefax number and confirmed by registered letter posted no later than the next business day;
11.2.3. A party may change that party's address for this purpose, by notice in writing to the other party. No notice will be necessary in respect of new or changed telefax number.

Handwritten signatures