



CONFIDENTIALITY AGREEMENT AND CLIENT PROFILE

Name:			
Id number:			
Physical and postal address:			
Contact number	Work	Cell	Email
Are you a broker?	Yes	No	
Are you acting on behalf of a third party?	Yes	No	
Have you owned a business before?	Yes	No	
What are your strengths and expertise?			
Are you unrehabilitated insolvent	Yes	No	
Do you have any judgments	Yes	No	

PLEASE INDICATE THE URGENCY IN FINDING A BUSINESS, 10 BEING VERY URGENT.

1	2	3	4	5	6	7	8	9	10
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Which sectors of business would you be interested in and what area?

Accommodation	Food	Manufacturing	Property	Retail	Sales and service
JHB North	JHB South	JHB East	JHB West	JHB Central East	East Rand
What business are you enquiring about?					
Please indicate the maximum purchase price		R			
Monthly net income required		R			

We will need further information on how you intend financing the business. Certain franchises require set cash deposits, so please specify below.

Cash deposit	R
Property finance	R
Business finance	R
Other, please specify	R

I acknowledge receiving and accept the confidentiality undertaking on page 2 of this document. I further accept that the information given to me by the brokers on behalf of Mandated Sellers shall be treated in the strictest of confidence and I undertake not to disclose such information to others for their or my benefit without the consent of Aldes Business Brokers. I further agree that I may not enter into a private agreement of sale with the seller and indemnify Aldes Masters for any commission claim that may arise. I confirm that to the best of my knowledge the above information is true and correct.

SIGNED: _____ DATE: _____

CONFIDENTIALITY UNDERTAKING

1 Interpretation and definitions

1.1 In this Undertaking, unless inconsistent with, or otherwise indicated by the context:

1.1.1 "Mandated Sellers" the Sellers from time to time who has mandated the Broker to sell their business.

1.1.2 "Confidential Information" shall include, but shall not be limited in its interpretation to, all secret knowledge, technical information and specifications, manufacturing techniques, designs, circuit diagrams, instruction manuals, blueprints, electronic artwork, samples, devices, demonstrations, formulae, know-how, information concerning materials, marketing and business information generally, and other materials of whatever description in which the Broker and Mandated Sellers has an interest in being kept confidential;

1.1.3 "Commencement Date" means the last date of signature of this Undertaking by the Client;

1.1.4 words in the singular include the plural and vice versa;

1.1.5 words importing any one gender include each of the other two genders; and

1.1.6 a reference to a natural person includes a legal persona.

1.2 The headings of clauses are intended for convenience only and shall not affect the interpretation of this Undertaking.

2 Preamble

2.1 The Broker has in its possession certain Confidential Information relating to the business of its mandated Sellers

2.2 The Broker has agreed to disclose certain of this Confidential Information to the Client subject to the Client agreeing to the terms of confidentiality set out herein.

3 Title to the Confidential Information

The Client acknowledges that all right, title and interest in and to the Confidential Information vests in the Broker and/or Mandated Seller and that it has no claim of any nature in and to the Confidential Information.

4 Period of confidentiality

The provisions of this Undertaking shall remain in force indefinitely.

5 Non-disclosure

5.1 The Client undertakes to maintain the confidentiality of any Confidential Information to which the Client should be allowed access by the Broker and/ or the mandated Seller, whether before or after the Commencement Date of this Undertaking. The Client will not divulge or permit to be divulged to any person any aspect of such Confidential Information otherwise than may be allowed in terms of this Undertaking.

5.2 The Client shall take all such steps as may be reasonably necessary to prevent the Confidential Information falling into the hands of an unauthorised third party.

5.3 The Client shall not make use of any of the Confidential Information in the development, manufacture, marketing and/or sale of any goods without the prior written consent of the Broker and/or the Mandated Seller.

5.4 The Client shall not use or disclose or attempt to use or disclose the Confidential Information for any purpose other than evaluating the mandated business.

5.5 The Client shall not use or attempt to use the Confidential Information in any manner which will cause or be likely to cause injury or loss to the Broker and/ or Mandated Seller

5.6 All documentation furnished to the Client by the Broker pursuant to this Undertaking will remain the property of the Broker and/or Mandated Seller and upon the request of the Broker will be returned to the Broker. The Client will not make copies of any such documentation without the prior written consent of the Broker.

5.8 Any material of a confidential nature which comes into the possession of the Client or one of its agents or employees, or which is generated by the Client, or one of its agents or employees, after the Commencement Date:

5.8.1 shall be deemed to form part of the Confidential Information of the Broker;

5.8.2 shall be deemed to be the property of the Broker and /or the Mandated Seller;

5.8.3 shall not be copied, reproduced, published or circulated by the Client; and

5.8.4 shall be surrendered to the Broker on demand;

unless the Broker provides its prior written consent to the contrary.

6 Exceptions

6.1 The above undertakings by the Client relating to the confidentiality shall not apply to information which:

6.1.1 is in fact lawfully in the public domain at the Commencement Date; or

6.1.2 lawfully comes into the public domain after the Commencement Date otherwise than as a result of the conduct of the Client or one of its employees or agents; or

6.1.3 is approved for release upon the written confirmation of the Broker and/or the Mandated Seller; and

6.1.4 is required by law to be disclosed by the Client.

6.2 The onus of proving the facts necessary to sustain any one of the exceptions listed in sub-paragraphs 6.1.1 to 6.1.4 rests with the Client.

7 Jurisdiction

This Undertaking shall be governed by South African law and the Client hereby irrevocably agrees to the jurisdiction of the High Courts of South Africa in respect of any dispute flowing from this Undertaking.

8 Whole agreement

8.1 This document constitutes the whole of this Undertaking to the exclusion of all else.

8.2 No amendment, alteration, addition, variation or consensual cancellation of this Undertaking will be valid unless in writing and signed by the Client and the Broker.

9 Waiver

9.1 No waiver of any of the terms or conditions of this Undertaking will be binding for any purpose unless expressed in writing and signed by the Broker and any such waiver will be effective only in the specific instance and for the purpose given.

9.2 No failure or delay on the part of the Broker in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise by the Broker of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10 Severability

In the event that any of the provisions of this Undertaking are found to be invalid, unlawful, or unenforceable such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable.

11. Commission

The client agrees that should they buy, lease or come into possession of any of the businesses introduced to them by broker within one (1) year from the date below, that the client will protect the Broker's right to a commission or payment of fees. The client understands that the Broker has a listing agreement or contract with the owner or their authorized agent which provides for a commission payment or other fee structure. The buyer acknowledges that should he/she interfere in any way with the Broker's contractual right to a commission or other payment of fees from the Seller, he/she may be personally liable for the payment of that commission.