

Confidential Buyer Registration Form **FOR CORPORATIONS, PARTNERSHIPS AND GROUPS**

All information you provide to us will be held in strictest confidence until you authorize its release to another party. We are required by our fiduciary responsibilities to our seller clients to pre-qualify prospective buyers. We have obtained extremely confidential information that can only be shared with experientially and financially qualified prospects.

Please return this form to: **Maine Business Brokers, P.O. Box 7346, Portland, Maine (ME) 04112-7346**, or send the form to us at our **FAX (207) 517-9970**.. For an appointment after we receive your form, call us Mondays through Fridays between 9:00 A.M. and 5:00 P.M. Eastern Time at **(207) 775-1957**.

Please enclose appropriate brochures and checklists you may have produced as well as resumes and/or financial statements of principals. Without this information, we may have to limit the information we give to you. Some sellers object to our release of information to companies who do not have such information on file with us.

Company Contact Information:

Company: _____

Principals: _____

Address: _____

City, State, ZIP: _____

Telephones: Home: (_____) _____ Work: (*1) (_____) _____

Cell: (*1) (_____) _____ FAX: (_____) _____

Preferred Contact Number: ___Home ___Work ___Cell ___Other: _____

Email: - _____

(*1) We will respect your need for confidentiality when calling your work or cell phone numbers.

How did you learn about us? _____

Industry Criteria:

-

-

Dollars Available for Mergers or Acquisitions:

Cash Equivalents \$ _____

Accessible Equity in Real Estate Holdings \$ _____

Cash Available from Credit Lines \$ _____

Total Stockholders' Equity \$ _____

(Over, Please)

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____
by and between **Maine Business Brokers**, (hereinafter "**Agent**"), and
(hereinafter "**Prospective Buyer**").

WITNESSETH:

WHEREAS, Agent represents the interests of various business owners whose businesses are for sale; and

WHEREAS, Agent may provide certain Confidential Information to Prospective Buyer in order for Prospective Buyer to evaluate whether or not to purchase any of the businesses Agent is offering for sale; and

WHEREAS, the parties desire to set forth in comprehensive terms their current understanding regarding the delivery, use, handling and return of such Confidential Information and other matters as set forth below; and

NOW, THEREFORE, in consideration of the promises contained herein, Agent and Prospective Buyer agree as follows:

1. Confidential Information Defined. As used in this Agreement, "**Confidential Information**" shall mean any information relating to any of the businesses offered for sale in either oral or written form and provided by Agent to Prospective Buyer at any time prior to or following the execution of this Agreement, which information is not otherwise readily available from sources outside of the party providing such information including, but not limited to, the parties' general discussions, financial statements and affairs, accounts payable, accounts receivable, business accounts, State and Federal Tax Returns and filings, products, advertising materials, contracts, pricing, marketing, ideas, problems, developments, processes and procedures, plans for product or service improvement and development, business plans, client and customer lists, website analytics and digital ad campaigns. Such information shall cease to be Confidential Information if and when it becomes generally available through no action of the Prospective Buyer or comes to the Prospective Buyer's attention in a manner, which does not, to the best knowledge of the Prospective Buyer at the time, involve a violation of this Agreement.

2. Use of Confidential Information. Prospective Buyer agrees to use the Confidential Information received from the Agent solely for the purpose of evaluating the businesses offered for sale. Buyer shall not use the Confidential Information provided by the Agent for Prospective Buyer's own commercial advantage and **shall otherwise keep such information strictly confidential.**

3. Non-Disclosure of Confidential Information. Prospective Buyer shall not publish or disclose or permit or authorize anyone else to publish or disclose any Confidential Information received from the Agent. Excepting, however, that Prospective Buyer shall be entitled to make such disclosures to its fiduciary agents, representatives, counsel, accountants and other advisors ("**Prospective Buyer's Agents**") as such party shall deem necessary in evaluating the Confidential Information provided by Agent, provided that, in making such disclosures, it shall be the responsibility of the Prospective Buyer to take all necessary measures to insure that all persons receiving such Confidential Information treat such information as confidential. Prospective Buyer shall be responsible for any breach of confidentiality no matter how occasioned. In addition, without the prior written consent of Agent, Prospective Buyer and Prospective Buyer's Agents shall

not disclose to any person the fact that discussions or negotiations are taking place concerning the possible transaction between the businesses offered for sale and Prospective Buyer, and any of the terms, conditions or other facts with respect to any possible transaction, including the status thereof. Prospective Buyer's Agents do not include any third parties not serving as fiduciary advisors to Prospective Buyer, including without limitation any banks or other financial institutions, and Prospective Buyer may only disclose Confidential Information to such third parties with the prior consent of Agent, and any related meetings or discussions with such third parties may only take place with the presence of the Agent, unless otherwise consented to by Agent.

4. Return of Confidential Information. In the event the Prospective Buyer withdraws from negotiations regarding the purchase of a business offered for sale by Agent, prior to the execution of a definitive Purchase and Sale Agreement, or in the event a definitive Purchase and Sale Agreement is terminated following the execution thereof, then Prospective Buyer shall promptly return to the Agent all Confidential Information. Furthermore, all documents, memoranda, notes and all other writings whatsoever prepared by or on behalf of Prospective Buyer, its agents, advisors or employees, based on the Confidential Information shall be destroyed and such destruction shall be certified in writing to Agent by Prospective Buyer.

5. Remedies. Prospective Buyer agrees that both the Agent and the business that is offered for sale both have the right to enforce the provisions of this Agreement. Prospective Buyer agrees that the remedies at law for any breach of any provision of this Agreement will not be adequate and, in addition to their right to seek monetary damages, the Agent and business offered for sale are entitled to injunctive relief to enjoin and restrain Prospective Buyer from further breaches of this Agreement. In any legal action brought to enforce this Agreement, the unsuccessful party shall reimburse the successful party for its costs and expenses in such litigation, including reasonable attorneys' fees.

6. Communication. Prospective Buyer agrees to direct all communications, questions and requests pertaining to the business for sale to Maine Business Brokers and its exclusive agents. Prospective Buyer will not contact Seller directly without permission of the Agent and Seller. Prospective Buyer agrees not to contact business's customers, employees, vendors, trade contacts or any other party engaged in commerce with the business without prior permission from the Agent.

7. Site Visits. Prospective Buyer agrees to obtain permission from Agent prior to visiting the premises of a business offered for sale by Agent. Additionally, the undersigned will conceal any and all marketing materials and Confidential Information provided by Agent and will not openly discuss the business availability in the presence or within earshot of any customers, clients or employees of the business for sale without permission of the Agent.

8. Non-Solicitation. Prospective Buyer agrees for a period of two (2) years from the receipt of Confidential Information concerning any of the businesses offered for sale by Agent, not to directly or indirectly solicit any of the employees of the business.

9. Governing Law. The validity, performance and enforcement of this Agreement shall be governed by the laws of the State of Maine. Any action brought pursuant to the terms of this Agreement shall be brought in a Court of the State of

Maine.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PROSPECTIVE BUYER:

AGENT:

Company Name:

By:

By:

Date:

Date:

MAINE BUSINESS BROKERS, INC.
217 Commercial Street
Portland, Maine 04112-7346
(207) 775-1957