

George & Company is a division of Central Mass Escrow Services, Inc., a Massachusetts Corporation
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CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

George & Company (G&C) has been exclusively retained by our Client to represent the Sale of their “**Home Heating Industry**” Business and Real Estate. Accordingly, G&C will represent their interest in all discussions and negotiations. G&C will furnish you with information provided by the Company, and/or their representatives that may be non-public, proprietary, and confidential in nature. As a condition to your being furnished the foregoing, you agree to treat all information as Confidential and with the provisions of this Agreement.

You hereby agree that all information provided will be used solely for the purpose of a possible acquisition of the Company or a portion of its assets, and that such information will be kept confidential by you and your authorized representatives. You, nor your officers, directors, employees and/or advisors will disclose to any person the discussions or negotiations concerning a possible investment/acquisition of the Company. It is understood that disclosure of information to competitors, suppliers, employees, customers or any other person could be extremely adverse to the Company. You further agree and will direct and cause your representatives to not initiate or have contact with any officer, director, or employee of the Company regarding the Company’s business, operations, products, or finances, without the expressed permission of G&C. In the event that you or your agents, employees and/or representatives circumvent or attempt to circumvent G&C by dealing directly or indirectly with the Sellers, you may be held liable for full payment of our commissions and/or fees, plus any interest and associated expenses to G&C.

You understand and acknowledge that all information being provided by G&C is without any representation or warranty, express or implied, as to its accuracy or completeness. It is further understood that the scope of any representations and warranties to be given by the Company will be negotiated along with other terms and conditions in arriving at a mutually acceptable form of definitive agreement should discussions progress to that point. In the event you do not proceed with this transaction, we ask that you kindly return or show proof you have destroyed all written materials and that you or your representatives have not retained copies, extracts or other reproductions in whole or in part of such written material all documents, memoranda, notes, and other writing whatsoever.

You hereby agree to indemnify and hold harmless G&C for any damages as adjudicated by a Court of Law that G&C may sustain resulting from the failure by you, your directors, officers, employees to comply fully with the terms of this Agreement. This Agreement has been initiated for the benefit of the Client/Business and its shareholders and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. This agreement will terminate 1 (one) year from the date of its first signature.

Financial Capability

Our Client requires **all** potential buyers to disclose financial capability to enter into this transaction prior to being provided full-disclosure of company confidential information. We estimate the Buyer Equity for this transaction to be approximately **\$200,000.00 - \$250,000.00.** **“Proof of Funds is Required”**

Interested Party Information

_____ Name	_____ Signature (Individually)	_____ Company/ Position
_____ Street Address	_____ City	_____ State & Zip Code
_____ Email	_____ Telephone	_____ Fax
_____ Acquisition/Investment Funds Available		_____ Source of Funds (please attach Confidential financial disclosure)

If you are in agreement with the foregoing, please complete the required information below and return the fully executed Agreement.

Intending to be legally bound, the undersigned has confirmed and personally agreed to the provisions contained above this _____ day of _____, 2019.

