



M&A Advisors ~ Exit Strategy Advisors ~ Certified Business Intermediaries ~ Business Valuations ~ Due Diligence Services ~ Profit Building Consulting
George & Company is a division of Central Mass Escrow Service, Inc., a bonded Massachusetts Corporation
65 James Street, Worcester, MA 01603-1035 ~ Telephone (508) 753-1400 ~ Fax (508) 799-9544 ~ www.georgeandco.com

CONFIDENTIALITY AGREEMENT

George & Company, a division of Central Mass Business Brokers, Inc., (G&C) has been exclusively retained by our client to represent the sale of their **“Central New England Senior Downsizing Services Business.”** Accordingly, we represent their best interest in all discussions and negotiations. Having executed the G&C Confidentiality Agreement (CA), you and your authorized representatives have agreed to not initiate or have direct contact with our client regarding their business, operations, products, or finances, except with the expressed written permission by G&C.

You agree the subject Confidential Offering Memorandum (COM), will be used solely for the purpose of evaluating the business for a potential acquisition, and that all provided information will be maintained and considered proprietary and confidential by you and your authorized representatives. The disclosure of company information contained in the subject COM and/or other information and data provided by G&C and our client to competitors, suppliers, employees, customers, or any other person may be extremely detrimental to our client. Additionally, no information in the COM may be used directly or indirectly for your demonstrable monetary benefit including your competitive advantage.

All communications regarding this transaction, requests for additional information, requests for management meetings, and discussions, or questions regarding this transaction, shall be directed to G&C. In the event you or your agents, employees and/or authorized representatives circumvent or attempt to circumvent G&C, by dealing directly or indirectly with our clients, you may be liable for full payment of our commissions and/or fees and associated expenses.

You acknowledge that all information contained in the COM or otherwise delivered, is being done so without representation or warranty, express or implied, as to its accuracy or completeness. The scope of any representations and warranties given by the Company will be discussed, along with other terms and conditions in arriving at a mutually acceptable form of due diligence and definitive agreements should discussions progress to this point.

In the event you do not proceed with this transaction, we request you return to G&C, and/or attest in writing that all written and electronic records and materials containing or reflecting any information contained in the COM or other forms of provided confidential information have been properly destroyed. You further attest that you or your authorized representatives have not retained copies, extracts or other reproductions in whole or in part.

This Agreement has been initiated for the exclusive benefit of our client(s), their Company and its shareholders and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. This agreement will terminate in 2 (two) years from the date of its first signature.

Interested Party Information

Name: _____ Signature: _____ Company Name: _____

Street Address _____ City, State: _____ Zip Code: _____

Email: _____ Telephone: _____ Fax: _____

Intending to be legally bound, the undersigned has confirmed and personally agreed to the provisions of this agreement on this _____ day of _____, 2022.