



Our agreement with the Businesses we represent requires that before we can disclose their name, location, financial and operating information, we must first obtain a Confidentiality Agreement from Prospective Buyers. **Please read the Agreement thoroughly, as it includes your promise to pay a substantial monetary penalty if there is a violation of any of the terms of Non-Disclosure, Non-Solicitation, and No Direct Contact regarding the business being offered for sale.**

Please provide ALL information below, sign the Agreement and return by email: nda@ganisco.com or fax: 310.356.3401

Name _____

Business Name _____

Business Address _____

City / State _____

Business Phone _____ Mobile Phone _____

Fax _____

Email Address _____

Website _____

Insurance License (State and Number): _____

Primary Lines of Business Written _____

Top 3 Carriers _____

How did you hear about us? _____

How will you finance your purchase? _____

Are you inquiring about a specific agency for sale? If so, please specify: _____

Please provide a summary profile of the ideal type of agency you would like to acquire:

Annual Revenue: \$ _____ to \$ _____ Location: _____

Lines of Business: _____ Owner: Stays On Retires Either
(circle one)

Carrier Concentration: _____

PROSPECTIVE BUYER - CONFIDENTIALITY AGREEMENT

I, the undersigned Prospective Buyer (“Buyer”), do hereby enter into this AGREEMENT with Ganis Consulting (“Consultant”), under the following factual context:

WHEREAS, Consultant has information regarding one or more insurance operations or insurance books of business (“Agency”) for sale and will be introducing Buyer to potential opportunities to acquire said Agency.

WHEREAS, the Buyer understands and agrees that all information provided by Consultant about the Agency is proprietary, highly confidential, and subject to the non-disclosure restrictions imposed by this Agreement, and Buyer fully acknowledges that disclosure to others would be damaging to the Agency.

WHEREAS, the Buyer acknowledges that he or she is entering into a legal and binding agreement and will be penalized to the full extent of the law if the terms herewith are violated in any manner.

WHEREAS, the Buyer specifically understands and agrees by execution of this Agreement to pay Consultant a penalty in the amount of Twenty Thousand Dollars (\$20,000.00) immediately upon Consultant being notified by any of the Protected Parties as described in Paragraph 3 below that Buyer has made direct contact with one or more of the Protected Parties, without the prior written consent of Consultant.

NOW THEREFORE, the Buyer understands and agrees as follows:

1. The term “Confidential Information” shall include all information, verbal or written, that is not known by or generally available to the public at large and that may concern the business and affairs of the Agency. Additionally, neither the Consultant nor the Agency has any obligation to specifically identify any information as to which the protection of this Agreement extends, by any notice or other action. In general, the Agency information under protection of this Agreement would include but is not limited to the fact that the business is for sale, all financial, production, marketing, pricing, business methods, business manuals, procedures, correspondence, processes, data, contracts, customer lists, employee lists and any other information whether oral, written or otherwise made known to Buyer.
2. The Buyer will not discuss, notify, divulge, or relay any Confidential Information about the Agency to any other person who is not also a signatory of this Agreement, except as necessary to secure their advice and counsel, in which case only after Buyer has prior written consent from Consultant.
3. The Buyer will not make contact with, discuss with or make any inquiries of the Agency owners, landlords, employees, clients, current customers, prospective customers, previous customers, vendors, suppliers, lenders, regulators, general agents, finance companies or insurance companies (the “Protected Parties”) for purposes related to the sale of the Agency that may include but are not limited to the potential opportunity to purchase Agency, soliciting a purchase agreement from Agency, soliciting insurance sales from customers of the Agency, soliciting employees or contractors of the Agency, disparaging the prospective sale of the Agency, or for any other reason whatsoever, without the prior written consent of Consultant.
4. The Buyer, prior to finalizing any agreement to purchase the Agency, takes full responsibility to make an independent verification of all Confidential Information provided, to perform all necessary or required due diligence about the Agency, and to immediately return to Consultant all Confidential Information without retaining copies, summaries, analysis, or extracts thereof, in the event there is no agreement to purchase the Agency.
5. The Agency has entered into an agreement with Consultant stipulating that Agency shall pay certain commissions and/or fees to Consultant if, during the term of that agreement or up to two (2) years thereafter, the Agency is transferred to a buyer introduced by the Consultant. Should Buyer purchase all or part of the stock or assets of the Agency, acquire any interest in, or become affiliated in any capacity with the Agency without the Consultant’s participation, or in any way interferes with Consultant’s right to commissions or fees, Buyer shall be liable to the Consultant for such commissions and fees including reasonable attorney’s fees and costs.
6. This Agreement is the entire agreement between the Buyer and Consultant and supersedes all prior understandings or agreements between them with respect to its subject matter and shall be construed under and governed by the laws of the State of California.

I am authorized to sign this Confidentiality Agreement and my signature is binding.

Dated this ____ day of _____, 2010 _____ (Signature)

By: _____ (Printed Name/Title) Of: _____ (Company)