MUTUAL NON-DISCLOSURE AND PROFESSIONAL SERVICES AGREEMENT

This Mutual Non-Disclosure and Professional Services Agreement (the "Agreement") is entered into as of this ___ day of _______ (the "Effective Date"), by and between **Will Holmes Consulting (WHC)**, with a principal place of business in Baltimore, Maryland, and ____ (the "Client"). WHC and Client may collectively be referred to as the "Parties," or individually as a "Party."

1. Scope of Services

WHC agrees to provide the Client with professional advisory, administrative, and consultative services to assist the Client in the potential acquisition of a business entity. Services are purchased in pre-paid blocks of administrative hours.

Included Services

The scope of work facilitated by WHC includes:

- **Administrative Support:** Managing documentation, organizing transaction files, and coordinating communications between parties.
- **Marketing Analysis:** Reviewing market opportunities, industry data, and target business summaries.
- **Operational Accounting Review:** Analyzing provided Profit & Loss (P&L) statements, balance sheets, and operational financial summaries.
- **Due Diligence Assistance:** Reviewing lease agreements, equipment lists, and historical operational data.
- **Negotiation & Advisory:** Assisting the Client in structuring transaction terms and drafting initial Letters of Intent (LOI).

Explicit Exclusions

It is explicitly understood and agreed that the scope of WHC's work is strictly advisory and operational.

- **No Legal Advice:** WHC does not provide formal legal representation, contract drafting, or legal opinions.
- **No CPA/Audit Services:** WHC does not provide certified financial audits or official accounting opinions.
- **No Certified Valuations:** WHC does not provide certified business valuations or appraisals.

- **No Investment Advice:** WHC does not provide licensed investment, security, or tax advice.

Should the Client require formal legal drafting, certified financial statements, or specialized valuation reports, those specific services must be contracted separately, and additional third-party fees will apply.

2. Fee Structure, Refundability, and Expiration

- **Retainer Fee:** The Client agrees to pay an upfront, non-refundable retainer of administrative and consultative services.
- **Non-Refundable & Non-Transferable:** All fees paid for administrative hours are completely non-refundable and non-transferable to other entities, individuals, or future unrelated projects.
- **Expiration:** Any unused hours purchased will expire exactly **one (1) calendar year** from the Effective Date of this Agreement. Unused hours will not roll over, and no refunds or credits will be issued for expired time. The paid retainer is required along with the signing and acceptance of this agreement to start services.

Success Fee (Commission upon Closing)

In the event that a business acquisition is successfully closed and executed by the Client during the term of this Agreement, or within one hundred and eighty (180) days following the termination or expiration of this Agreement regarding a target business introduced or analyzed by WHC during the term, the Client agrees to pay WHC a Success Fee.

Fee Structure for Purchases: The Success Fee shall be equal to 3% of the gross total purchase price of the business (including inventory, equipment, real estate, and assumed liabilities, if applicable).

Fee Structure for Sales: The Success Fee shall be equal to 8% of the gross total purchase price of the business (including inventory, equipment, real estate, and assumed liabilities, if applicable).

Retainer Credit: The upfront Retainer Fee paid by the Client for administrative services will be credited toward the final Success Fee due at closing.

Payment Due: The Success Fee is fully earned upon the execution of a definitive purchase agreement or sales agreement and shall be paid in full via wire transfer or certified funds at the immediate closing of the transaction, directly from the settlement table.

Co-Broking Provision: If the target business is listed with a broker who offers a buy-side co-broker commission, WHC will attempt to collect its fee from the listing broker. However, the Client remains contractually obligated to pay WHC any shortfall between the co-broke commission received and the minimum Success Fee outlined above.

3. No Guarantee of Performance or Acquisition

The Client acknowledges that this Agreement is for **advisory and administrative services only**. WHC does not guarantee, represent, or warrant that the Client will successfully identify, negotiate, finance, or close the purchase of a business. The ultimate funding of, success, or failure of any business acquisition and future business performance rests solely with the Client.

4. Mutual Non-Disclosure Agreement (NDA)

A. Confidential Information

"Confidential Information" refers to any proprietary info, technical data, trade secrets, financial statements, client lists, marketing strategies, or business operations disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally or in writing, which is designated as confidential or reasonably should be understood to be confidential given the nature of the information.

B. Obligations of the Receiving Party

The Receiving Party agrees to:

- Hold all Confidential Information in strict confidence and take reasonable precautions to protect it.
- Use the Confidential Information solely for the purpose of evaluating and executing the potential business acquisition.
- Restrict disclosure of the Confidential Information only to employees, lenders, or professional advisors (e.g., attorneys, CPAs) who have a legitimate "need to know" and who are bound by confidentiality obligations at least as restrictive as this Agreement.

C. Exceptions

Confidential Information does not include information that:

- Is or becomes publicly known through no breach of this Agreement by the Receiving Party.
- Was already in the rightful possession of the Receiving Party prior to disclosure.
- Is independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's Confidential Information.
- Is required to be disclosed by law, court order, or government regulation, provided the Receiving Party gives prompt notice to the Disclosing Party to allow them to seek a protective order.

D. Return or Destruction of Materials

Upon the written request of the Disclosing Party or the termination of this Agreement, the Receiving Party shall promptly return or destroy all physical and digital copies of Confidential Information and certify such destruction in writing.

5. Term and Termination

This Agreement shall remain in effect until purchased hours of service are exhausted, it expires under the one-year term, or either Party terminates the agreement with written notice. In the event of termination, the confidentiality obligations regarding information exchanged during the term shall survive for a period of three (3) years from the date of disclosure. The retainer fee for the administrative block of services is non-refundable.

6. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the **State of Maryland**, without regard to its conflict of law principles. Any legal actions arising from this Agreement shall be filed in the appropriate court within Baltimore, Maryland.

IN WITNESS WHEREOF, the Parties hereto have executed this Mutual Non-Disclosure and Professional Services Agreement as of the Effective Date written above.

THIS AGREEMENT MUST BE SIGNED BY BOTH PARTIES BEFORE WORK BEGINS.

WILL HOLMES CONSULTING (WHC)

By: ____________________

William Holmes

Title: Founder of WHC

Date:

CLIENT

Signature: ____

Name: _______________________________________

Title: ____

Date: _______________________________________