



### Mutual Non-Disclosure and Confidentiality Agreement

This Agreement is by and between \_\_\_\_\_ (BUYER) and IAG LLC Seller Client no. \_\_\_\_\_ (SELLER) regarding the exchange of confidential business and personal information. Both BUYER and SELLER understand and agree:

- that information to be exchanged by SELLER and BUYER is sensitive and confidential and that its disclosure to others would be damaging to the businesses and to the individuals involved;
- that SELLER and BUYER shall not disclose any Information provided to any other person who has not also signed and dated this agreement or an equivalent, except to secure their advice and counsel, in which case their consent to maintain such confidentiality will be obtained by the disclosing party;
- that "Information" shall include the fact that the business is for sale plus other data, and shall be held in strict confidence. The term Information does not include any information, which is, or becomes, generally available to the public, or which is already known to the receiving party;
- that all Information provided for review of SELLER's business, or for the qualifying of BUYER, shall be returned to the other party, without retaining copies, summaries, analyses, nor extracts thereof, and that any such copies shall be destroyed, and electronic copies shall be deleted, in the event the review is terminated by either party;
- that no contact of employees, suppliers, nor customers, and the like shall be made without the expressed written consent of the parties;
- that in the event that either party breaches this agreement by disclosing Information that is intended to remain confidential to any unauthorized third party, the disclosing party shall be liable for damages incurred by the other party, which is attributable to the disclosure breach;
- that this Mutual Non-Disclosure and Confidentiality Agreement shall be effective for a period of Two (2) years from the date of execution below;
- That this Mutual Non-Disclosure and Confidentiality Agreement shall serve as a blanket agreement covering other IAG Seller Client opportunities, if you request information for them.

If the foregoing is acceptable, please indicate your agreement by your signature and needed information below:

Agreed and Accepted:

FOR SELLER:

IAG LLC Seller Client no. \_\_\_\_\_  
**Company or by IAG LLC Agent**

Signed *J. Hullender*

Print Name *Jason Hullender*

Title *Managing Director*

Date \_\_\_\_\_

FOR BUYER:

\_\_\_\_\_  
**Company or Ownership Entity**

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Please complete the following needed information:

Buyer Phone Number: \_\_\_\_\_ Buyer Email: \_\_\_\_\_

Buyer Preferences: Location \_\_\_\_\_ Type of Business: \_\_\_\_\_

Revenue Range: \_\_\_\_\_ Asking Price Range: \_\_\_\_\_ EBITDA Range: \_\_\_\_\_



### CONFIDENTIAL BUYER MANDATE DATA

<b>DATE SUBMITTED</b>	Please identify purchasing entity: existing firm- corporate, limited liability, small business; investment- private equity group, personal business partners, family; business development, growth, expansion- related industry, add-on affiliation, chain, franchise; individual- sole proprietor, new venture, etc.		
<b>Name of Buyer Entity:</b>		<b>Represented by:</b>	<b>Referred By:</b>
<b>Street Address, Suite:</b>		<b>Broker or Buyer Direct:</b>	
<b>City-State-Postal Code:</b>		<b>E-Mail:</b>	
<b>Business Phone:</b>	<b>Fax:</b>	<b>Cell Phone:</b>	
<b>Present Business Affiliation(s):</b>			
<b>Established Portfolio Holding(s):</b>			
<b>Experience, Management Skill(s):</b>			
<b>Goal(s) and Interest(s) Targeted by Acquisition Process:</b>			
<b>Acquisition Business Type / Industry Preference(s):</b> (industrial, manufacturing, wholesale, distribution, sales, retail, services, repair, hospitality, medical, professional, technical, exploration, construction)			
<b>List S.I.C. code(s) of consideration:</b> (specific, category, general, industry)			
<b>Real Estate and Facilities Preference:</b> (own, lease, option, relocation ability)			
<b>Specific Geographic Location Parameters:</b> (target, preference, restriction, limitation)			
<b>Business Performance Requirement(s):</b>			
Asking Price Range of Business –			
Business Asset(s) Value(s) -			
Gross Revenue -			
E.B.I.T.D.A. –			
Other -			
<b>Time Frame for Closing Transaction and Transition of Ownership / Management:</b>			
<b>Who (if anyone else) will be involved in decision making process or investment?</b>			
<b>Liquid Capital available for investment:</b>			
<b>Estimated Personal Net Worth:</b>	<b>Investors Net Worth:</b>	<b>Purchasing Entity Value:</b>	
<b>Ability to obtain additional financing (amount):</b>			
<b>Method(s) of financing or funding considered:</b> (bank, S.B.A., private, leverage, public, seller)			
<i>IAG qualifies each buyer before presenting Confidential Financial Data, Operational Information on any Business Listing. Your cooperation in providing information is appreciated to ascertain financial ability to meet specific terms of acquisition opportunities under consideration. This also allows IAG to target appropriate opportunities. This data is kept CONFIDENTIAL by IAG. PERSONAL OR BUSINESS NET WORTH STATEMENT(S) MAY BECOME NECESSARY FOR ANY POTENTIAL BUYER BEFORE RECEIVING FINANCIAL INFORMATION OF OPPORTUNITIES AND COULD BE REQUIRED PRIOR TO MEETING WITH SELLERS.</i>			
Other Intermediaries- Agent, Brokers, with whom you are working or contractually engaged: (in order to avoid duplication of efforts and to eliminate redundancy of other representatives)			
<b>IAG MAY CONFIDENTIALLY COMPARE DATA TO CLIENTS AND OTHER INTERMEDIARIES' OPPORTUNITIES.</b>			
<b>Signature:</b>		<b>Date:</b>	