



# VELD MERGERS & ACQUISITIONS

## NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT

Veld Mergers & Acquisitions ("VMA") & The Veld Group's ("TVG") agreement(s) with To Be Revealed company or property (the "Seller" "Business" or "Opportunity") requires that TVG obtain a Non-Disclosure Agreement ("NDA") and Prospective Buyer Profile ("PBP") before disclosing any potentially sensitive data related on the Opportunity to the below named and defined Recipient ("Recipient").

1. a. Recipient understands that non-public, proprietary information provided by The Veld Group Companies (VMA & TVG, collectively "TVGC") regarding the Opportunity is valuable, sensitive and confidential, and that disclosure of its name and/or any data pertaining to its current or historical financials or other details (the "Information") may damage it as well as TVGC's mandate.  
 b. Recipient agrees to not disclose any Information with any person who has not also signed this agreement, except to the extent that disclosure (a) has been consented to in writing by the TVGC, (b) is required by law, regulation or other applicable judicial or governmental order, or (c) is made to those covered Representatives (*defined below*). Recipient shall be responsible for any disclosure of Information by its Representatives that would constitute a breach of the terms of this agreement. "Information" (*defined below, including exceptions*) shall also include the fact that the Opportunity is for sale or any details thereof.
2. Recipient agrees that neither it nor anyone acting on its behalf will contact the Seller, its staff, suppliers, customers, landlord, or parties about the Purpose or the Information except through TVGC. All correspondence, inquiries, offers to purchase and negotiations relating to the Opportunity will be conducted via TVGC. For the avoidance of doubt, the foregoing provision shall not prohibit Recipient and its Representatives from contacting any disclosed companies, entities or persons in the ordinary course of business outside the scope of the Purpose and without use of Information.
3. Recipient understands that all Information pertaining to the Opportunity is provided by the Seller and is not verified in any way by TVGC. TVGC makes no warranty, express or implied, as to the accuracy of such Information. Prior to finalizing a definitive agreement to purchase an Opportunity, it is Recipient's responsibility to make an independent verification of all pertinent facts. Recipient agrees to hold TVGC harmless from any claims or damages resulting from use of such Information or errors or omissions relating to such Information. Further, Recipient acknowledges and understands that TVGC does not provide tax, accounting, consulting, or legal advice.
4. Recipient acknowledges that TVGC represents and is solely contracted by Seller for its services and has a right to earn a commission in accordance with its Seller Agreement. Interference with that right or an attempt to circumvent TVGC's contract with Seller may result in recourse against it from TVGC. Recipient also acknowledges that a breach of this Agreement could result in recourse against it from Seller.
5. This agreement shall be governed by the laws of Delaware, without regard to conflict of laws principles.
6. Obligations under this agreement shall remain in effect for a period of two (2) years from the date hereof.

|                       |       |       |                 |
|-----------------------|-------|-------|-----------------|
| Name ( <i>print</i> ) | _____ | Date  | _____           |
| Name ( <i>sign</i> )  | _____ | Phone | _____           |
| Company               | _____ | Email | _____           |
| Address               | _____ |       |                 |
| City                  | _____ | State | _____ Zip _____ |

May be completed online at <https://www.veldma.com/opportunities/>  
 or a pdf completed or scanned/photographed & emailed to [contact@theveldgroup.com](mailto:contact@theveldgroup.com)  
 It can also be submitted via facsimile to 310.652.8363

Should this NDA & Profile only apply to the Opportunity Recipient inquired on *or* should it apply to all Opportunities TVGC currently has listed and/or has listed in the future?

- A. Provide Opportunities TVGC *has listed* and deem suitable based on Recipient's stated profile until Recipient instructs TVGC otherwise, *or*
- B. Provide Opportunities TVGC *has listed* upon Recipient's request, *or*
- C. Only provide Information on the Opportunity Inquired on

Shall Option A or B be indicated this Agreement will cover any Opportunities provided. Section 5's provision will apply on a per Opportunity basis. The date will be based on when an Opportunity was sent or otherwise provided.

**Definitions**

"Recipient" shall refer to the party being disclosed to, together with its affiliates and its and their respective officers, directors, employees, investors, potential financing sources, agents, advisors (including, without limitation, attorneys, accountants and consultants), and representatives (collectively, to the extent provided with Information, "Representatives") who need to know such information for the purpose of evaluating a potential transaction with the Seller (the "Purpose") (it being understood that such Representatives shall be informed by Recipient of the confidential nature of the Information). In any event, Recipient shall be responsible for any disclosure of Information by its Representatives.

"Information" does not include (and the restrictions contained herein shall not apply to) any information (a) which is or hereafter becomes generally known by or available to the public or a person knowledgeable in the Seller's industry, other than as a result of a disclosure by Recipient or by its Representatives in breach of this agreement; (b) which was already in its possession, or the possession of any of its Representatives, prior to the time of disclosure to us by the Seller or TVGC, (c) which hereafter becomes available to us or its Representatives from a source other than the Seller or TVGC, provided that such source is not known by us to be bound by a confidentiality agreement with, or other obligation to, the Seller with respect to such information or (d) which is independently developed by us or its Representatives without use of the Information.

**Comments / Riders**

*Edits are discouraged. If necessary, insert suggested language below. May use 'select' tool function in .pdf format.*

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# VELD MERGERS & ACQUISITIONS

## PROSPECTIVE BUYER PROFILE

Our Seller mandates require that we understand who perspective buyers are, and that they indicate sufficient *potential* ability to consummate a transaction prior to disclosing confidential Information on an Opportunity. We strive to provide Recipients sufficient Information to make an assessment, but we first rely on their cooperation. Details necessary may vary based requirements that have been set-forth with Sellers. At a minimum we will ask that you indicate *specific* ability to acquire the Opportunity we hope to be able to provide.

It works to our mutual advantage to share as much detail as you are able to. Perhaps 30% of Opportunities are sold prior to being promoted based on Buyer Profiles. Your financial details are deemed confidential and are not shared.

### A. BUYER DESCRIPTION

| <input type="checkbox"/> <b>Private Equity</b>  | <input type="checkbox"/> <b>Corporate</b>   | <input type="checkbox"/> <b>Individual</b>                                       | <input type="checkbox"/> <b>Intermediary</b>                              | <b>Other</b>                           |
|---|---|--|---|--|
| √ those which apply; Please complete the below based on applicable categories   |   |  |   | (please specify)                       |
| <b>Private Equity</b>   | <input type="checkbox"/> Sponsored Fund   | <input type="checkbox"/> Family Office   | <input type="checkbox"/> Pledge Fund                                      | <input type="checkbox"/> Search Fund * |
|   |   |  | Sponsored? <input type="checkbox"/> Yes <input type="checkbox"/> No       |  |
|   | \$ _____ Committed capital  |  | \$ _____ Amount pledged   |  |
| If Search fund ...<br>Are you a Searcher?   | <input type="checkbox"/> Yes <input type="checkbox"/> No                              | Is it a paid search?<br><input type="checkbox"/> Yes <input type="checkbox"/> No | Months since search<br>began? _____                                       | Paid remaining<br>months? _____        |
| <b>Corporate</b>  | <input type="checkbox"/> Private company  | <input type="checkbox"/> Public; if so →   | _____ Ticker  | \$ _____ Mrkt cap                      |
|   |   |  | Actively traded? <input type="checkbox"/> Yes <input type="checkbox"/> No |  |
| \$ _____ *  | Liquid funds available for potential down payment or in event of an all cash purchase |  | Listed exchange _____   |  |
| <b>Individual</b>   | \$ _____ * Liquid funds available for down payment or all cash purchase               |  |   |  |
| Will you pursue an SBA, Conventional or Other Loan? If so, what type? _____   |   |  |   |  |
| Do you intend to raise capital via investors? If so, please elaborate _____   |   |  |   |  |
| _____   |   |  |   |  |
| * Total amount of funds <u>not necessary</u> , only an indication for this Opportunities or others you may want us to share |   |  |   |  |

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**Intermediary**

√ for all that apply

Represent a specific buyer?

Conducting general search

Buyer pays fees

Need fee paid by Seller

If representing specific buyer, who are they? \_\_\_\_\_

*Opportunities are not to be remarketed without our prior consent*

**B. CRITERIA**

Platform Criteria \_\_\_\_\_  
*(as applicable - feel free to attach company profile in lieu of this, but please not merely a website address)*

Platform Industries \_\_\_\_\_

Target Add-on Industries \_\_\_\_\_

Prior Acquisitions (approx. number) \_\_\_\_\_ Current Entity \_\_\_\_\_ Prior Entities \_\_\_\_\_

Other Criteria (i.e. geography, industry preference (& non-starters), minimum revenues, EBITDA, type of investment (majority/minority), customer concentration threshold, recurring revenues, franchisors, franchisees, etc.)

\_\_\_\_\_  
\_\_\_\_\_

**C. ADDITIONAL COMMENTS**

Please provide any additional details that you are willing / able to share. If pertinent data has been omitted, please indicate the reason for omission. The better we can understand your criteria and ability the more we can assist.

\_\_\_\_\_  
\_\_\_\_\_

By executing the NDA and completing the PBP, Recipient warrants that all of the information stated herein is a true and correct representation of its profile. While private details of Individual or Private Company’s financial ability will remain confidential, Recipient’s non-confidential Information may be shared with Seller (unless Recipient indicates otherwise). This agreement does not constitute any form of an agency relationship with TVGC.

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or a pdf completed or scanned/photographed & emailed to [contact@veldma.com](mailto:contact@veldma.com)  
It can also be submitted via facsimile to 310.652.8363