

**PROSPECTIVE BUYERS' AGREEMENT**

The undersigned hereby agrees to the following: Acknowledgment is given that information may be received, and introduction may be made by New Clients, Inc. regarding the undersigned's tax resolution business being available for sale, acquisition, purchase, and/or merger.

1. Recognizing that the transaction to purchase a tax resolution business naturally involves receipt of confidential information and that even disclosure of the fact the tax resolution business is for sale could cause damage to the seller, I agree to protect the seller's confidentiality. I promise not to disclose or to discuss to any third party that any tax resolution business listed by NCI may be for sale, exchange, merger, or transfer. I further agree not to disclose any confidential information learned about the business to any third-party including employees, customers, clients, or other prospective buyers. Information and/or records obtained shall not be used for competitive purposes in any business, present or future.

2. In consideration of the information received, I agree that should I purchase or come into possession of a practice referred by NCI within three (3) years from this date, I will protect NCI's right to a commission. I understand (a) that NCI has a listing agreement or contract with the owner or their authorized agent providing for a commission payment; (b) that commissions are paid by the seller in the event of a sale, purchase, merger, or acquisition; and (c) the commission is paid from the proceeds of the sale. I agree that NCI's fee consideration will be (a) clearly stated in any "agreement" entered into between the undersigned and any tax resolution business introduced to us by NCI; (b) paid in full at closing or the transfer/merger of the firm; and (c) if the seller does not pay the commission at closing or the transfer/merger of the firm, then the undersigned shall refuse to complete the sale. If I do not refuse to complete the sale/merger/ transfer of the firm and the sale/merger/or transfer is consummated, then I shall pay the fee. NCI, upon payment of its fee in full, will issue a release in my favor. I agree to give NCI 48 hours advance notice of any closing or transfer/merger of the firm.

3. I agree that NCI, or its agent, in bringing buyer and seller together has fulfilled its primary function and further agree to hold NCI, its agent, and attorneys harmless for any liability arising out of the sale of the tax resolution business. NCI has not represented that any information provided regarding the accounting practices listed have been inspected or warranted and any verification must be achieved independently by me.

4. I understand that I may be required to provide references and financial information before a sale/merger is consummated.

5. Should any action be commenced to enforce NCI's rights herein by reason of my default under the terms of any agreement of sale/merger or transfer, the laws of the State of New Jersey shall control, and, in the event, NCI is successful, I agree to reimburse NCI the expenses connected therewith including reasonable attorney fees and court costs.

6. This agreement shall remain in force for a period of three (3) years from the date executed.

Signature \_\_\_\_\_ Date signed \_\_\_\_\_

Signature \_\_\_\_\_ Date signed \_\_\_\_\_

Firm/Individual (print) \_\_\_\_\_

Address, City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

How did you learn about this practice? \_\_\_\_\_