

NDA Addendum: Use of Analytical SaaS Tools

Reference NDA: _____

Date of original NDA: _____

Parties:

- **Seller / Broker:** _____
 - **Buyer:** _____
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Purpose

The parties to the above-referenced non-disclosure agreement (the "NDA") wish to clarify, by this Addendum, the treatment of analytical software-as-a-service ("SaaS") tools used by Buyer in the course of evaluating the business that is the subject of the NDA (the "Business").

1. Inclusion of Analytical SaaS Tools as Representatives

The parties agree that **The Buy Signal** (operated by [TBS Legal Entity], hereinafter "TBS"), and any other analytical SaaS tool operated under substantially similar confidentiality terms, shall be deemed a "Representative" of Buyer under the NDA, alongside Buyer's legal counsel, accountants, financial advisors, lenders, and other agents.

For the avoidance of doubt:

- TBS processes Confidential Information **solely on Buyer's behalf** and **solely for the purpose of Buyer's evaluation** of the Business, the same permitted purpose described in the NDA.
- TBS does not act as a broker, intermediary, marketplace, or counterparty to any transaction.
- TBS does not share, sell, aggregate, or otherwise distribute Confidential Information beyond the scope of services it provides directly to Buyer.

2. Data-Handling Commitments

Buyer represents that TBS operates under the following safeguards, which Buyer treats as material to Buyer's compliance with the NDA:

(a) **No model training:** Confidential Information is processed under per-request Zero Data Retention (ZDR) enforcement and is routed only to foundation-model endpoints carrying contractual no-retention terms. The applicable commercial API terms explicitly prohibit using API content to train generative models. Every model TBS uses is built and operated by a United States company; Confidential Information is not routed to foreign-hosted models. A current, named list of TBS's sub-processors is available to Buyer on request under a signed data processing addendum.

(b) **Retention and protection of raw documents:** Original uploaded files are retained by TBS solely to support Buyer's ongoing analysis of the transaction. They are encrypted at rest, segregated by per-customer row-level access controls, and accessible only to Buyer through short-lived authenticated links. Buyer may delete any file at any time, and all files are deleted upon termination of Buyer's account.

(c) **Identifier scrubbing:** Identifying values (business name, owner names, addresses, contact information, taxpayer identifiers) are stripped from persistently stored analysis data. Original values are stored in an encrypted form not accessible at the database layer without application-level decryption.

(d) **Access controls:** Row-level database security prevents cross-customer data access. TBS personnel do not access identifying customer data in the ordinary course of business; any access to decrypted identifiers for support or compliance-audit purposes occurs only through a deliberate, logged break-glass process that records the actor, the time, and the reason for access.

(e) **Published sub-processor list:** TBS maintains a public list of its sub-processors at thebuysignal.com/trust. Material changes are disclosed in advance.

3. Buyer's Continuing Liability

Notwithstanding the inclusion of TBS as a Representative, Buyer remains responsible to Seller / Broker for any breach of the NDA's confidentiality obligations by TBS to the same extent as if such breach were committed by Buyer directly. This Addendum does not relieve Buyer of any obligation under the NDA.

4. No Other Modifications

Except as expressly set forth in this Addendum, the NDA remains in full force and effect, unmodified.

Buyer

Signature: _____

Name: _____

Date: _____

Seller / Broker

Signature: _____

Name: _____

Date: _____

This Addendum is offered by The Buy Signal as a template for buyer convenience. It does not constitute legal advice. Buyer should review with counsel before executing. Brokers and sellers are free to negotiate terms; the substantive commitments in Section 2 reflect TBS's actual operating practices as of the date of this template.

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