

# Technology M&A

*Contributing editors*

Arlene Arin Hahn and Jason Rabbitt-Tomita



2019

GETTING THE  
DEAL THROUGH 

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*Contributing editors*

Arlene Arin Hahn and Jason Rabbitt-Tomita

White & Case LLP

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# Preface

## Technology M&A 2019

First edition

**Getting the Deal Through** is delighted to publish the first edition of *Technology M&A*, which is available in print, as an e-book and online at [www.gettingthedealthrough.com](http://www.gettingthedealthrough.com).

**Getting the Deal Through** provides international expert analysis in key areas of law, practice and regulation for corporate counsel, cross-border legal practitioners, and company directors and officers.

Throughout this edition, and following the unique **Getting the Deal Through** format, the same key questions are answered by leading practitioners in each of the jurisdictions featured.

**Getting the Deal Through** titles are published annually in print and online. Please ensure you are referring to the latest edition or to the online version at [www.gettingthedealthrough.com](http://www.gettingthedealthrough.com).

Every effort has been made to cover all matters of concern to readers. However, specific legal advice should always be sought from experienced local advisers.

**Getting the Deal Through** gratefully acknowledges the efforts of all the contributors to this volume, who were chosen for their recognised expertise. We also extend special thanks to Arlene Arin Hahn and Jason Rabbitt-Tomita, the contributing editors, for their assistance in devising and editing this volume.

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DEAL THROUGH 

London  
October 2018

# Taiwan

Jaime Cheng and Teresa Huang

Lee, Tsai & Partners Attorneys-at-Law

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## Structuring and legal considerations

### 1 What are the key laws and regulations implicated in technology M&A transactions that may not be relevant to other types of M&A transactions? Are there particular government approvals required, and how are those addressed in the definitive documentation?

It is very common that technology M&A transactions involve the transfer or assignment of intellectual property rights. Although there is no law in Taiwan specifically defining IP rights, some legal scholars, after considering the Agreement of Trade-Related Aspects of Intellectual Property Rights (TRIPs), stated that the scope of IP rights includes copyright and related rights, trademarks, geographical indications, industrial designs, patents, layout designs (topographies) of integrated circuits, protection of undisclosed information and control of anti-competitive practices.

In Taiwan, the key laws with respect to IP rights comprise of the Patent Act, the Copyright Act, the Trademark Act, the Trade Secrets Act, the Plant Variety and Plant Seed Act, the Integrated Circuit Layout Protection Act, the Fair Trade Act and the relevant enforcement rules and regulations.

In general, unless the IP rights are owned by the government, there is no government approval requirement specifically governing the transfer of IP rights in Taiwan. However, several legislators have proposed a draft of the Sensitive Technology Protection Act (STP Act), under which any sensitive technology announced by the competent authority (ie, the Ministry of Science and Technology (MOST)) shall not be exported or publicised without obtaining prior approval from the MOST. 'Sensitive technology' refers to highly sensitive and special science information other than academic research, which has significant impacts on national security and public interests and meets the stipulated requirements, including that it is not known to persons generally involved in the said information; it has economic value, actual or potential owing to its secretive nature; and the right owner thereof has taken reasonable measures to maintain its secrecy. The draft STP Act is under the review of the first reading of the Legislative Yuan.

If any governmental approval or official registration is required during the performance of technology M&A transactions, the completion of such approvals and registration may be incorporated as conditions precedent to the closing so to fairly allocate legal obligation and risks among parties.

### 2 Are there government march-in or step-in rights with respect to certain categories of technologies?

As per the Government Scientific and Technological Research and Development Results Ownership and Utilisation Regulation, when research and development (R&D) results, sponsored by a funding authority and owned by an R&D implementing unit, are being transferred to a third party, the transfer shall, unless otherwise provided by law or contract, be approved by the funding authority.

In addition, under the Personal Information Protection Act, if transactions involve international transmission of personal information of Taiwan citizens and either of the following circumstance occurs, the government authority in charge of subject industry may limit such transmission where: it involves major national interests; national treaty or agreement specifies otherwise; the country receiving

personal information lacks proper regulations towards the protection of personal information and it might harm the rights and interests of the Taiwan citizens; or international transmission of personal information is made through an indirect method in which the provisions of this act may not be applicable. The National Communications Commission has issued a ruling in 2012 prohibiting Taiwan communication enterprises from transmitting any users' personal information to China based on the aforesaid provision.

Further, as mentioned in question 1, legislators are proposing to stipulate the STP Act to protect sensitive technology by granting the MOST the right to approve the exportation and publication of sensitive technology. As per the draft STP Act, the MOST will further specify detailed items of sensitive technology and countries and areas for export restriction. In addition, MOST shall retain relevant organisation, experts, scholars and persons in relevant industries for reviewing exportation and publication applications.

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### 3 How is legal title to each type of technology and intellectual property asset conveyed in your jurisdiction? What types of formalities are required to effect transfer?

In Taiwan, most technology and IP assets may be categorised as patent rights, trademark rights, copyrights, plate rights, rights in circuit layouts, plant variety rights or trade secrets.

In principle, owners of the aforesaid rights and trade secrets may transfer the rights and trade secrets via an oral or written agreement with the transferee, but if the rights and trade secrets to be transferred are jointly owned, no joint owners may assign the rights and trade secrets without obtaining a prior consent from all other joint owners. However, under the Trademark Act, no consent from other joint owners is required if the trademark right is transferred owing to succession, compulsory enforcement, a court decision or requirements stipulated by other laws.

For rights subject to registration requirements, including patent rights, trademark rights, plate rights, rights in circuit layouts and plant variety rights, the transferee of such rights will not have locus standi against any third party unless the transfer is registered with the competent authority (ie, the Intellectual Property Office; the Ministry of Economic Affairs (TIPO) for patent rights, trademark rights, plate rights and rights in circuit layouts; and the Council of Agriculture, Executive Yuan (COA) for plant variety rights).

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## Due diligence

### 4 What are the typical areas of due diligence undertaken in your jurisdiction with respect to technology and intellectual property assets in technology M&A transactions? How is due diligence different for mergers or share acquisitions as compared to carveouts or asset purchases?

The target company is usually requested to provide detailed information of the technology and IP assets to be transferred, including but not limited to registration certificate of IP rights; relevant licence, development and labour agreements with contractors or employees if the technology and IP assets are not exclusively owned or developed by the target company; pledge agreement (if any); protection measures adopted to protect and maintain the enforceability and entirety of the

### Update and trends

As mentioned in question 1, to prevent sensitive domestic high-technology from being stolen or infringed through multinational technology merger and acquisition transactions, some legislators propose a draft STP Act, under which any sensitive technology announced by the MOST shall not be exported or publicised without obtaining a prior approval from the MOST. Since the draft STP Act is still under the review of the first reading of the Legislative Yuan and various detailed enforcement rules are needed for implementing such new protection scheme, potential technology transaction parties are recommended to closely follow up the development status of such draft STP Act.

As for special and emerging technologies, such as autonomous driving, the Executive Yuan has passed and proposed a draft Unmanned Vehicle Technology Innovation Experiment Regulation covering any unmanned driving, aerial, marine and other vehicles. In the future, when carrying out innovative experiments on self-driving vehicles and unmanned aircraft, the provisions of applicable traffic regulations will be ruled out. The principle of the experiment period is one year and the longest is four years. The bill was sent to the Legislative Yuan for consideration.

technology and IP assets; and disputes or potential disputes arising from the technology and IP assets.

In comparison with due diligence for mergers or share acquisitions, which puts more focus on the performance of whole target company, the due diligence investigation for carveouts or asset purchases tends to place the emphasis on whether the assets to be transferred have any de jure or de facto defects resulting in the buyer not being able to acquire and use such assets free of encumbrance. In addition, buyers often elect to retain specific technology teams to conduct relevant technology investigation and assessment.

### 5 What types of public searches are customarily performed when conducting technology M&A due diligence? What other types of publicly available information can be collected or reviewed in the conduct of technology M&A due diligence?

Public registration information on IP rights may be retrieved from the following websites:

- Patents: the Taiwan Patent Search System (<https://twpat1.tipo.gov.tw/tipotwoc/tipotwekm>). The information available for public search includes the:
  - patent or publication number;
  - title;
  - issue or publication date;
  - application date;
  - application number;
  - certification number;
  - international patent classifications;
  - inventor;
  - applicant;
  - attorney;
  - priority number; and
  - patent right change, such as licence, pledge, assignment, trust and citation.
- Trademarks: the Trademark Search System ([https://twtmsearch.tipo.gov.tw/OSO/OSO101.jsp?l6=en\\_US&isReadBulletinzh\\_TW=true](https://twtmsearch.tipo.gov.tw/OSO/OSO101.jsp?l6=en_US&isReadBulletinzh_TW=true)). The information available includes:
  - trademark name;
  - application number;
  - priority;
  - applicant;
  - attorney;
  - class;
  - goods and services;
  - registration history;
  - reproduction of the mark;
  - textual analysis of logo; and
  - current registration status.
- Rights in circuit layouts: the Taiwan Patent Search System (Chinese version only) (<https://twpat1.tipo.gov.tw/tipotwoc/tipotwekm>). The information available includes:

- application number and date;
- name of circuit layouts;
- publication date;
- certification number and issuance date;
- case status;
- brief explanation;
- creator;
- applicant;
- attorney;
- classified organisation; and
- technique and function.
- Plant variety rights: the COA website (<https://newplant.afa.gov.tw/English/Search>). The information available includes:
  - publication number;
  - application number;
  - Latin name;
  - denomination;
  - application date;
  - publication date;
  - rights status;
  - plant variety rights coverage;
  - applicant's information; and
  - denomination's pictures.

Moreover, a buyer may check whether a target company involves any IP rights litigation or disputes from conducting public searches on Law and Regulations Retrieving System operated by the Judicial Yuan (<http://jirs.judicial.gov.tw/eng>).

### 6 What types of intellectual property are registrable, what types of intellectual property are not, and what due diligence is typically undertaken with respect to each?

Registrable IP rights include patent rights, trademark rights, plate rights, rights in circuit layouts and plant variety right; but copyright and trade secrets are not registrable.

As for the registrable rights, public research on registration information is the most important measure to confirm the enforceability of the rights and the target company is always requested to provide relevant licence, development, pledge, non-disclosure and non-competition agreements for review. The buyer will check whether the currently registered scope is complete and sufficient and whether there are potential risks that such registered rights may be subject to infringement claims from competitors or other parties.

With respect to non-registrable rights, due diligence will focus on whether the target company fulfills stipulated requirements for acquiring such rights. For copyright, the target company is required to provide documents evidencing the creation of the work and licensing and pledge agreements (if any) for review. As for trade secrets, the target company is usually requested to prove that: the secret is not known to persons generally involved in the information of this type; the secret has actual or potential economic value owing to its secretive nature; and the owner has taken reasonable measures to maintain its secrecy.

### 7 Can liens or security interests be granted on intellectual property or technology assets, and if so, how do acquirers conduct due diligence on them?

According to the applicable laws, liens may be granted on patent rights, trademark rights, copyrights, rights in circuit layouts and plant variety rights, and no written documents are required. However, the lien holder will not have locus standi against any third party unless the grant of liens is registered with the competent authorities. The lien registration with respect to patent right, trademark right, and plant variety right may be available from the websites indicated in question 5. As for liens granted on copyright, public information is available from the TIPO website (<https://www.tipo.gov.tw/lp.asp?CtNode=6974&CtUnit=3459&BaseDSD=7&mp=1>).

The required application documents and registration process varies for different rights. As per TIPO's internal guidelines, the lien registration and release thereof shall be completed within one month (for trademark rights) or 20 days (for patent right) after TIPO's receipt of the complete application package. In practice, unless otherwise agreed by the parties, the release of liens is usually stipulated as a condition precedent to the closing.

**8 What due diligence is typically undertaken with respect to employee-created and contractor-created intellectual property and technology?**

According to the applicable laws, if an employer and employee or a principal and contractor enter into agreements on the ownership of employee-created and contractor-created intellectual property and technology, the agreements will govern. Thus, to ensure that the target company owns the titles to such intellectual property and technology and the accrued IP rights, especially for non-registrable copyright and trade secrets, the target company is required to provide any written agreements executed with employees or contractors stipulating that the target company owns the right to any employee-created and contractor-created intellectual property and technology. In practice, a buyer will further check whether the target company has adopted any notice scheme for employees and contractors filing written notice to the company on the creation of the intellectual property or technology.

**9 Are there any requirements to enable the transfer or assignment of licensed intellectual property and technology? Are exclusive and non-exclusive licences treated differently?**

Since the transfer or assignment of licensed intellectual property is essentially the same as transferring the original licence agreement between the licensor and the licensee to a third party, the licensor's prior consent is required, and the transferee has no locus standi against any third party unless the transfer is registered to the competent authority. There is no difference between the transfer of exclusive and non-exclusive licences.

**10 What types of software due diligence is typically undertaken in your jurisdiction? Do targets customarily provide code scans for third-party or open source code?**

As for software that may be categorised as patent right, copyright and rights in circuit layouts, see above. In Taiwan, it is less common for legal due diligence purposes to request the target company to provide code scans, but a buyer may retain professional technical team to do code audits if necessary. With that said, once a codes scan shows that open source code is used, the legal team will review whether the terms of use for the open source code have been complied with.

**11 What are the additional areas of due diligence undertaken or unique legal considerations in your jurisdiction with respect to special or emerging technologies?**

In addition to legal due diligence, a technology due diligence is strongly recommended to see whether the technology and IP assets to be transferred is sufficient and complete for meeting the buyer's business needs. If the target company used the assets to be transferred to engage in any projects sponsored by government authorities, the buyer needs to closely investigate the restriction or prohibition stipulated in the sponsorship plan. In addition, if the assets or technology to be transferred involves the collection of personal data from the public,

such as big data, the buyer should further focus on personal data protection issues.

**Purchase agreement**

**12 In technology M&A transactions, is it customary to include representations and warranties for intellectual property, technology, cybersecurity or data privacy?**

Technology M&A transactions generally include specific representation and warranties requiring the target company to list the IP rights owned by the target company, such as patents, marks and copyrights. The target company is also generally required to represent and warrant that:

- it has not infringed or misappropriated any third party's IP rights;
- there are no claims of infringement or misappropriation against the target company;
- it has appropriately registered its IP rights in the relevant jurisdictions; and
- it has sufficient rights in the intellectual property used in its business by either owning or being duly licensed to use such IP rights along with a statement that its employees and contractors have entered into agreements to duly assign the IP rights created by such employees or contractors to the target company.

Further, a target company is generally required to represent and warrant that it has taken all precautions to protect its trade secrets, that to its knowledge that there has been no infringement of its IP rights, and that any exclusive licences granted to third parties for its use of intellectual property are fully disclosed. In the case of a target company that develops software, representation and warranties disclosing the open source software and licences, and a statement on compliance with open source obligations, are generally required.

For data privacy, representation and warranties regarding having a privacy policy in place, the target company's compliance with the privacy policy, and compliance with relevant laws and regulations on the use, collection and processing of the information are generally required.

We have not seen that cybersecurity representation and warranties to be a common practice in technology M&A transactions in Taiwan, but we expect that they will become more customary in the future as the risk of liability for cybersecurity breaches become more common.

**13 What types of ancillary agreements are customary in a carveout or asset sale?**

We customarily see transition services agreement and trademark licence agreements in carveout or asset sales during the transitory period. Further, depending on the business requirements of the target company and the acquiring entities, such as the parties are in the same manufacturing and supply chain, there may be IP licence or supply agreements.

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**14 What kinds of intellectual property or tech-related pre- or post-closing conditions or covenants do acquirers typically require?**

Pre-closing conditions usually involve requiring the target company to ensure proper title to the intellectual property owned by it, such as having their employees or contractor sign confidentiality and IP assignment agreements, and to obtain any consents for the assignment or change of control in IP licences. Post-closing covenants usually include non-competition, non-solicitation clauses and confidentiality clauses. In addition, depending on the business requirements of the target company and the acquiring entities, there may be cooperation or a licensing agreement between the acquiring company and the target company or its affiliates providing a favourable licence or service fee schedule.

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**15 Are intellectual property representations and warranties typically subject to longer survival periods than other representations and warranties?**

In general, the survival periods of representations and warranties depend on the nature of the representations and warranties and the circumstances of breaches thereof. However, if the buyer specifically requests longer survival periods for IP representation and warranties, (eg, one year longer than the survival period for general representation and warranties), this request needs to be addressed and agreed by both parties in the carveout or asset sale agreement.

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**16 Are liabilities for breach of intellectual property representations and warranties typically subject to a cap that is higher than the liability cap for breach of other representations and warranties?**

Unless otherwise specifically agreed by the parties or permitted by the law, there is no general liability cap for breach of contractual obligations, including IP representations and warranties. In fact, even if that the parties agree to set a cap for breach of contractual obligations, it is common that the breach of IP representation and warranties is excluded from the application of such cap clause.

As per the Patent Act and Trade Secrets Act, if the infringement of patent rights or trade secrets is found to be intentionally committed, the court may, upon request and on the basis of the severity of the infringement, award the damages greater than the loss actually suffered but not exceeding three times the proven loss.

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**17 Are liabilities for breach of intellectual property representations subject to, or carved out from, de minimis thresholds, baskets, or deductibles or other limitations on recovery?**

No, unless otherwise specially agreed by the parties, usually the threshold, baskets and deductibles are not separately defined for breach of IP representations.

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**18 Does the definitive agreement customarily include specific indemnities related to intellectual property, data security or privacy matters?**

Yes, specifically where the target company's disclosure schedule indicates that there are existing claims or breaches, then besides the general indemnification on breach of representation and warranties, there would be a specific requirement for the target company to indemnify the buyer for liability arising from such disclosed claim or breaches.

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**19 As a closing condition, are intellectual property representations and warranties required to be true in all respects, in all material respects, or except as would not cause a material adverse effect?**

IP representations and warranties are usually required to be true in all respects. With that said, there is usually a knowledge qualifier for the representation and warranties regarding infringement of third-party intellectual property and third-party infringement of the target company's intellectual property. For example, the target company represents and warrants that, to the best knowledge of the target company, it has not infringed or misappropriated any third party's IP rights, and there are no claims of infringement or misappropriation against the target company.



## *Getting the Deal Through*

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Real Estate M&A  
Renewable Energy  
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Right of Publicity  
Risk & Compliance Management  
Securities Finance  
Securities Litigation  
Shareholder Activism & Engagement  
Ship Finance  
Shipbuilding  
Shipping  
Sovereign Immunity  
State Aid  
Structured Finance & Securitisation  
Tax Controversy  
Tax on Inbound Investment  
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