
Davis Business Appraisers

1202 Brassie Court, Chesapeake, VA 23320 - Phone: 757-410-3851 - Fax: 757-512-5937
Web: www.dbavalue.com.com - E-mail: dbavalue@gmail.com

Confidentiality Agreement & Agency Disclosure

In connection with the possible acquisition by you of the following businesses:

The undersigned prospective purchaser(s) (the "Buyer") hereby requests confidential information, currently and from this time forward, on businesses represented by Davis Business Appraisers. Buyer hereby acknowledges that Davis Business Appraisers first provided such information to the Buyer. In consideration of Davis Business Appraisers having provided such information, the Buyer hereby agrees:

1. The Seller will be providing confidential information (financial statements, sales/marketing literature and other information) to the Buyer solely for the purpose of evaluating the company being sold. It is further understood that this confidential information shall not be used for the purposes of gaining or detecting any trade secrets or any other competitive advantage.

It is hereby agreed that this confidential information including any analyses or other documents incorporating confidential information, will not be used by us or our agents (including our counsel, accountants, appraisers, and investment bankers) in a way that is commercially detrimental to the business, and that such information will be kept confidential. We shall be responsible for any breach of this agreement by our agents, representatives, or employees.

All copies of any information provided shall be promptly returned to Davis Business Appraisers or the Seller upon either of our requests.

2. Unless we agree otherwise in writing, you will not disclose or reveal any proprietary information for five years from the date to any person(s) or entity(s) other than your employees or representatives who are directly participating in the evaluation of this information for any purpose other than in connection with a proposed acquisition. Any of your employees or representatives who have knowledge of any proprietary information are also covered under this confidentiality agreement. In addition, during the term, the Buyer will not (i) interfere with the Business (ii) hire or solicit any of the Seller's employees, or (iii) solicit any of the Seller's customers.

3. If you decide that you do not wish to pursue the proposed acquisition, you will advise us of this fact and return to us all proprietary information furnished to you without keeping copies of it.

4. Buyer further acknowledges that all information and materials on each business opportunity provided by Davis Business Appraisers have been provided to Davis Business Appraisers by the seller of the business.

The seller believes the information to be true and accurate; however, accuracy is not guaranteed and all information should not be considered complete. While statements may be presented concerning a matter of opinion, whether or not so identified, these are only statements of opinion. Davis Business Appraisers makes no representations or warranties, expressed or implied, regarding the information provided to Buyer. All information provided to the Buyer is for confidential use and is to be used solely for the purpose of evaluating a business opportunity as a potential buyer.

5. The Buyer acknowledges that Davis Business Appraisers is acting as agent of the seller and all fees due Davis Business Appraisers are, and will be, the responsibility of the seller, unless otherwise agreed in writing.

6. You also agree that you and the seller will be jointly liable for paying the commission to Davis Business Appraisers if you, as a stockholder, officer, manager, partner, lender, or sole purchaser, become a participant in the purchase of seller's business within one year of the termination of the listing agreement between the Seller and the Broker. You will only be liable for the commission if you are a participant in purchasing the company, without going through the Broker.

7. You also acknowledge that if you violate this confidentiality agreement, you may be sued for damages in a court of law for breach of this agreement. The performance and construction of this agreement are governed under the laws of the Commonwealth of Virginia

8. You also agree not to contact the business owner, his employees, suppliers or customers except through Broker. All correspondence, inquiries, offers to purchase negotiation and closing preparations related to any business presented to me by the Broker will be conducted exclusive through Broker.

Print Buyer's Name(s):

_____, Title _____

Signature: _____ Date: _____

Address: _____

City / State / Zip: _____

Phone: Home: _____ Work: _____ Fax: _____

Email: _____

Note: Please review, sign, and fax back to Davis Business Appraisers Fax #: 757-512-5937

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PERSONAL FINANCIAL INFORMATION - **STRICTLY CONFIDENTIAL**

Name(s) _____

Street Address _____

City _____ State _____ Zip Code _____

Assets

Cash on Hand and in Banks	\$
U.S. Government Securities	
Account, Loans and Notes Receivable	
Cash surrender Value of Life Insurance	
Value of Businesses owned	
Other Stocks and Bonds	
Real Estate	
Automobile - Number ()	
Household Furnishings and Personal Effects	
Other Assets (Itemize)	

Total Assets \$

Liabilities and Net Worth

Notes Payable	\$
Liens on Real Estate	
Other Liabilities (Itemize)	

Total Liabilities \$

Net Worth \$

Source of Income

Salary	\$
Dividends and Interest	
Bonus and Commissions	
Real Estate Income	
Other Income	

Total Income \$

The undersigned certifies that this information was provided by him/her and is true and correct

Signature(s) _____

Date: _____

Home Phone _____

Work Phone _____

Email _____



**CONFIDENTIAL BUYER REGISTRATION FORM
For Corporations, Partnerships, and Groups**

All information you provide to us will be held in strictest confidence.

We have specific duties and responsibilities to our seller clients to ensure that prospective buyers are qualified based on financial ability and business acumen. The information we have obtained from our seller clients is sensitive information that must be held in the strictest confidence and shared only with qualified prospects.

Please return this form to the
Davis Business Appraisers, 1202 Brassie Court, Chesapeake, Va 23320
or send the form to us at our FAX 757-512-5937

Please enclose appropriate brochures and checklists you may have produced as well as resumes and/or financial statements of principals. Without this information, we may have to limit the information we can give you. Some sellers object to our release of information to individuals who do not have such information on file with us.

Company Contact Information:

Company: _____
Contact: _____
Address: _____
City, State, ZIP: _____
Telephones: Home: (_____) _____ Work: (_____) _____
Website: _____ FAX: (_____) _____
Preferred Contact Number: ___ Home ___ Work ___ Cell ___ Other: _____
Email: _____
DUN's number or financial reference: _____

Public: _____ Stock Exchange _____ Stock Symbol _____ or Private: _____ # of Shareholders _____
Please enclose latest annual, 10-K or 10-Q report

Dollars Available for Mergers or Acquisitions:

Cash Equivalents \$ _____
Accessible Equity in Real Estate Holdings \$ _____
Cash Available from Credit Lines \$ _____
Stock Holders Equity \$ _____
Cash from Other Sources. Please Identify Source: \$ _____

Total Dollars Available for Business Investment \$ _____

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