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**BUNDY & COMPANY / HALL ASSOCIATES, INC.**

24 Walnut Ave. SW, Roanoke, VA 24016 - Phone: 540-342-2151 - Fax: 540-342-4018

Web: www.bundyandcompany.com - E-mail: bundyco@bundyandcompany.com

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**Confidentiality Agreement & Agency Disclosure**

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

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The undersigned prospective purchaser(s) (the "Buyer") hereby requests confidential information, currently and from this time forward, on businesses represented by Bundy & Company. Buyer hereby acknowledges that Bundy & Company first provided such information to the Buyer. In consideration of Bundy & Company 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 Bundy & Company 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.

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 Bundy & Co. have been provided to Bundy & Co. 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. Bundy & Co. 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 Bundy & Co. is acting as agent of the seller and all fees due Bundy & Co. 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 Bundy and Company/Hall Associates, Inc. if you, as a stockholder, officer, manager, partner, lender, or sole purchaser, become a participant in the purchase of seller's business within 6 months 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.

Authorized Bundy & Co. Agent: \_\_\_\_\_

**Print Buyer's Name(s):**

\_\_\_\_\_, Title \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

**Phone:** Home: \_\_\_\_\_ Work: \_\_\_\_\_ Fax: \_\_\_\_\_

**Note: Please review, sign, and fax back to Bundy & Company Fax #: 540-342-4018**

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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 \$**

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

Signature(s) \_\_\_\_\_

Date: \_\_\_\_\_

Home Phone \_\_\_\_\_

Work Phone \_\_\_\_\_