

BUSINESS VALUATION AND FINANCIAL APPRAISAL AGREEMENT

This Business Valuation and Financial Appraisal Agreement (the "Agreement") is entered into and made effective as of _____, 20_____, by and between:

Valuation Provider:

Company/Individual Name: _____

Address: _____

Represented by: _____

And

Client:

Company/Individual Name: _____

Address: _____

Represented by: _____

The Valuation Provider and the Client may collectively be referred to as the "Parties" or individually as a "Party."

1. ENGAGEMENT AND SCOPE OF SERVICES

The Client hereby retains the Valuation Provider to perform a professional business valuation and financial appraisal (the "Services") for the following target business entity:

Target Company Name: _____

State of Incorporation/Organization: _____

Principal Business Activity: _____

The appraisal will estimate the _____ value of the Target Company as of the valuation date of _____, 20_____. The final deliverable will consist of a written valuation report containing the Provider's analysis, methodology, and conclusion of value.

2. CLIENT COOPERATION AND INFORMATION

The Client agrees to provide the Valuation Provider with all financial records, tax returns, projections, organizational documents, and other relevant information necessary to conduct the appraisal. The Client warrants that all information provided is accurate, complete, and not misleading to the best of their knowledge. The Valuation Provider is not responsible for verifying or auditing the accuracy of the financial information provided by the Client.

3. FEES AND PAYMENT TERMS

In consideration for the Services rendered, the Client agrees to pay the Valuation Provider as follows:

- a. **Professional Fee:** A total professional fee of _____.
- b. **Retainer:** A non-refundable retainer of _____ is due upon the execution of this Agreement before work commences.
- c. **Balance Payment:** The remaining balance of _____ shall be paid upon delivery of the draft report or prior to the delivery of the final valuation report.

4. CONFIDENTIALITY

The Valuation Provider agrees to keep all information, data, and documents obtained from the Client strictly confidential and will not disclose, publish, or disseminate such information to any third party without the prior written consent of the Client, except as required

by law, regulation, or professional standards.

5. DISTRIBUTION AND USE OF THE REPORT

The valuation report produced under this Agreement is prepared solely for the internal use of the Client for the purpose of _____. The report may not be distributed to, used by, or relied upon by any other party, nor may it be used for any other purpose (such as litigation, tax filing, or lending) without the express written consent of the Valuation Provider.

6. LIMITATION OF LIABILITY

The liability of the Valuation Provider, its employees, and agents for any loss, damage, or expense arising out of this engagement shall be limited to the total amount of fees paid by the Client to the Valuation Provider under this Agreement. Under no circumstances shall the Valuation Provider be liable for any consequential, incidental, or special damages.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of laws principles. Any legal action arising under this Agreement shall be brought exclusively in the courts of _____ County, _____.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether oral or written. No amendment or modification to this Agreement shall be valid unless executed in writing by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

VALUATION PROVIDER:

Signature: _____

Printed _____

Title: _____

Date: _____

CLIENT:

Signature: _____

Name: Printed _____

Title: _____

Date: _____

Name: _____