

PRIVATE OFFERING



Accredited Investor Questionnaire

Confidentiality | Non-Disclosure Agreement

"THE ONLY SCARCE COMMODITIES ARE GOOD
IDEAS, AND PEOPLE WITH THE
ABILITY TO EXPLOIT THEM"

Check the box or boxes below, which are next to the categories, under which the prospective investor qualifies as an Accredited Investor. You must check at least one box below in order to complete this questionnaire.

FOR INDIVIDUALS:

- A natural person with individual net worth (or joint net worth with spouse) in excess of \$1 million USD. For purposes of this item, "net worth" means the excess of total assets at fair market value, excluding home, over total liabilities.
- A natural person with individual income (without including any income of the Investor's spouse) in excess of \$200,000 USD, or joint income with spouse of \$300,000 USD, in each of the two most recent years and who reasonably expects to reach the same income level in the current year.

FOR ENTITIES:

- An entity in which all of the equity owners are Accredited Investors.
- A corporation, partnership, business trust, limited liability company or Section 501 (c)(3) organization with total assets in excess of \$5 million USD that was not formed for the specific purpose of investing in securities offered by THE ISSUER.
- A trust with total assets in excess of \$5 million USD, which is not formed for the specific purpose of investing in securities offered by THE ISSUER, whose purpose is directed by a person who has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of this prospective investment.
- A director, executive officer or general partner of THE ISSUER.
- A broker-dealer registered pursuant to section 15 of the Securities Exchange Act of 1934. A bank or savings and loan association as defined in Section 3(a) of the Securities Act of 1933, whether acting in its individual or fiduciary capacity.
- An insurance company as defined in section 2(13) of the Securities Act of 1933.
- An investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act not formed for the specific purpose of investing in securities offered by THE ISSUER.
- A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5 million USD.
- An employee benefit plan within the meaning of ERISA, provided, that the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is a bank, savings and loan association, insurance company or registered investment advisor, or that the employee benefit plan has total assets in excess of \$5 million USD; or, if the plan is self-directed, with investment decisions made solely by persons that are Accredited Investors.

You need to agree and positively answer ALL the clauses below by marking ALL the check boxes.

- (A) I represent and warrant:
(i) I am an individual, acting on my own behalf and/or (ii) I am acting on behalf of another person or entity.
- (B) I agree not to disclose any confidential information obtained from a correspondence to others, and to the terms and conditions outlined in the following **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**.
- (C) I agree to notify you promptly if my status as an "accredited investor" changes.

Confidentiality and Non-Disclosure Agreement

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is made by and between THE ISSUER and any affiliated companies (the "Company") and User (the "User").

RECITALS:

In addition to the information currently made publicly available, the User desires to review and discuss with authorized individuals details of the Company's operations and proposed business plan. In order to begin such review and discussions, each party must make available to the other party certain information concerning itself and its operations or products which each considers being non-public, confidential, or proprietary in nature. In order to induce the other party to make this information available to it, the other party is willing to accept such information upon, and to abide by, the terms and conditions set out herein.

NOW, THEREFORE in consideration of the foregoing, and of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

Section 1. Definition of Confidential Information.

For purposes of this Agreement, the term Confidential Information shall include, but not be limited to any item of proprietary information or trade secret of the Company or their respective partners, clients or vendors including investor lists, joint venture agreements, invoices, confidential selling and profit information, finances, earnings, volume of business, methods, products or services under development, systems, practices, plans, and other items of trade secrets, trade knowledge, and trade know-how, analyses, compilations, forecasts, studies, or other documents prepared by agents and representatives, including attorneys, accountants, and financial advisers of either party, and any other information each considers to be confidential.

Section 2. Confidentiality of Information.

All Confidential Information received by the Company or the User shall be kept confidential and shall not without the prior written consent of other party, be disclosed by the User or Company, its agents, representatives, or employees in any manner whatever, in whole or in part, to any person who is not a party to this Agreement. Each party hereto shall be responsible to the other party for any breach of this Agreement by itself, its agents, representatives, or employees.

In addition, each party shall exercise all reasonable diligence and take all reasonable steps to protect Confidential Information disclosed by the other party under the terms of this Agreement. This Confidentiality Agreement shall remain in force for five (5) years. However, termination of this Agreement shall not relieve either party of its obligation to maintain the confidentiality of all Confidential Information.

Section 3. Return or Destruction of Confidential Information: Ownership.

All copies of the Confidential Information shall be returned to the originating party immediately upon written request therefore or, alternatively, shall be destroyed upon the request of the originating party, and any oral Confidential Information shall continue to be subject to the terms of this Agreement. Such destruction of such Confidential Information shall be confirmed in writing by an appropriate official of the destroying party. All Confidential Information shall remain the sole property of the party providing such information.

Section 4. Information Not Covered by Agreement.

The term Confidential Information shall not include such portions of the Confidential Information as: (a) are or become generally available to the public other than as a result of a disclosure by a party to this Agreement or; (b) become available to a party hereto on a non-confidential basis from a source other than the other party hereto (or an agent thereof) which is not prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation to the originating party or; (c) are independently developed without access to the Confidential

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Information of the other party or; (d) are known to a party hereto prior to the date of this agreement and which can be shown by competent evidence.

Section 5. Disclosure Under Legal Compulsion.

In the event that any party hereto becomes legally compelled to disclose any of the Confidential information, such party shall provide the other party with prompt notice so that the protected may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained, or that the protected party waives compliance with the provisions of this Agreement, the disclosing party agrees that it shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel that it is legally required to disclose and, further, shall exercise its best efforts to obtain reasonable, reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

Section 6. Injunctive Relief.

Each party hereto acknowledges that remedies at law may be inadequate to protect the other party against the breach of this Agreement, and each party hereby agrees in advance to the granting of injunctive relief in favor of the other party without the need of proof of actual damages.

Section 7. Entire Agreement: Amendments.

This Agreement, including the exhibits, schedules, lists and other documents and writings referred to herein or delivered pursuant hereto, all of which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. It merges and supersedes all prior and/or contemporaneous agreements and understandings between the parties, written or oral, with respect to its subject matter and there are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter hereof other than those expressly set forth. This Agreement may be amended only by a written instrument duly executed by all parties or their respective heirs, successors, assigns or legal personal representatives.

Section 8. Waiver of Breach.

No covenant or condition of this Agreement can be waived except by the written consent of the parties. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party to which the same may apply and, until complete performance of said covenant or condition, said party shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

Section 9. Notices. All notices, offers, requests, demands, and other communications pursuant to this Agreement shall be given in writing and shall be deemed to be duly given and received on the date of delivery if delivered personally, or on the third day after the deposit in the United States Mail if mailed by prepaid first class registered or certified mail, properly addressed with appropriate postage paid thereon, and addressed to the party at the following address:

- If to the Company: DOUGLASBAGWELL CORP, 2200 E Sunshine Street, Suite 324, Springfield, MO 65804, Attn: President's Office.
- If to the User: At the address specified in the Accredited Investor Questionnaire.
- Or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

Section 10. Gender. Number.

Whenever the context of this Agreement so requires, the masculine gender shall include the feminine or neuter, the singular number shall include the plural, and reference to one or more parties hereto shall include all assignees of the party.

Section II. Captions and Headings.

The section and paragraph captions and headings contained in this Agreement are for included reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 12. Governing Law Forum: Service of Process

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware or state in which affiliated company may reside. In any such action, suit, or proceeding, such court shall have personal jurisdiction of all of the parties hereto, and service of process upon them under any applicable statutes, laws, and rules shall be deemed valid and good.

Section 13, Severability.

In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable, such a determination shall not affect any of the other provisions of this Agreement, and this Agreement shall be construed as if the impermissible provision had never been contained herein.

Section 14. Corporate and Individual Authorization.

Each individual executing this Agreement on behalf of a corporation represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation in accordance with a resolution of the Board of Directors duly adopted in accordance with the Bylaws of said corporation that this Agreement is binding on said corporation in accordance with its terms: and that this Agreement is not in violation of or inconsistent or contrary to provisions of any other agreement to which such corporation is a party. Each individual executing this Agreement warrants that he or she is duly authorized to execute and deliver this Agreement and that this Agreement is binding on said individual in accordance with its terms: and that this Agreement is not in violation of or inconsistent or contrary to provisions of any other agreement to which such individual is a party. By executing this Agreement, you acknowledge that you have read and understood the information provided above and that you accept and agree with the conditions and limitations set forth above.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective on the date written below.

By Accredited Investor:

[Signature line]

(signature)

[Date line]

(date)

Douglas Bagwell Corporation:

[Signature line]

Doug Bagwell, CEO

[Date line]

(date)

Instructions:

Once you have completely filled out this Accredited Investor Questionnaire, please fax the document to (888) 532 0276 or mail it to: Attn: President's Office, Douglas Bagwell Corporation, 2200 E Sunshine Street, Suite 324, Springfield, MO 65804. A copy of this Questionnaire and Agreement, if accepted, will be returned by regular mail with an authorized Company signature.