

EXCLUSIVE SELLER FEE AGREEMENT & CONFIDENTIALITY AGREEMENT

Company:	Phone:
Address:	Cell:
City, State, Zip:	Email:

ENGAGEMENT

This is to confirm that if and when the Company shall close a sale or merger in whole or in part, recapitalization, management buyout, joint venture or other business transaction with any Buyer, individual, entity or representative of Buyer initiated by or through the West Coast Business Brokers (the "Broker") then Broker shall be paid a transaction fee of _____ in full, on closing, in accordance with the total consideration as defined herein. Contract shall begin on _____ and terminate on _____.

TRANSACTION FEE BASED ON TOTAL CONSIDERATION

The Company, including all entities and individuals, as defined above, is jointly and severally responsible for paying the transaction fee in full, on closing, to the Broker, based on the total of all of the consideration involved in the transaction's financial package, whether such consideration is paid on closing or deferred. Fees due Broker for any contingent consideration will be due when such consideration can be calculated. If the Company backs out of the agreement once an offer is accepted the Broker is entitled to the full commission.

The consideration includes, but is not limited to, a) payments to Company for assets and/or capital stock; b) sale or lease of business real estate owned by the Company; c) current assets retained by or distributed to the Company; d) liabilities assumed, whether as part of an asset sale or transferred as part of a stock sale; e) non-compete and consulting agreements; f) loans to the Seller by the Company; g) forgiveness of loans to Seller; h) other compensation or consideration to the Seller, in any form.

INDEPENDENT INTERMEDIARY

It is understood that the Broker operates as an independent business transaction intermediary, is not an agent of the Company, Buyer, or any other party, and is not a fiduciary. The Broker's sole responsibility under this Agreement shall be to act as a finder, i.e., to introduce businesses and business opportunities to the Company and to help facilitate the purchase or merger as requested by the Company. This agreement does not preclude Broker from also obtaining a finder's fee from the Buyer or other entity in connection with any transaction arising from this Agreement and its parties recognize and commit to the possibility of such entitlement.

CONFIDENTIALITY

The Company agrees to keep strictly confidential any general, market, competitive or financial information which it may receive in the course of its transaction with Broker, the Buyer or other entity except for that which is in the public domain or previously know to the Company, and

Broker agrees, for a period of two years, not to disclose any such information received from the Company, except to Buyer and/or its advisors and other participating entities and their agents.

COOPERATION

The Company agrees that a) it will consult its own professionals for legal, tax, accounting, business and financial advice, including the determination, together with the Buyer or other entity, as to whether or not the Transaction will be an asset sale, a stock sale, or other business transaction; b) it will hold Broker harmless and defend it in any legal proceeding resulting from the Company's own activities; c) it will conduct its own investigations without relying on the statements or omissions of Broker; d) it will cooperate with Broker and will provide all transaction documents to Broker prior to closing; and e) it will also provide to Broker post closing information related to contingent payments provided for in the transaction documents, including but not limited to earnout payments or bonuses, at the time such post closing payments are made.

FURTHER UNDERSTANDINGS

Expiration or cancellation of this Agreement shall not affect the Broker's right to a transaction fee based on any transaction covered hereunder, or initiated during the term of this Agreement, provided that any such covered transaction takes place within two years of the expiration of this Agreement, unless conversations between the Company and Buyer, or other participating entities, are ongoing, in which case the Broker shall continue to be protected.

Should a court action be initiated regarding the Company circumventing the Broker's equitable rights to a transaction fee, the undersigned agree to pay all reasonable court costs and attorney's fee if the Broker is the prevailing party and further agree that legal action will take place in Salt Lake County, Utah.

This Agreement shall be governed by the laws of Utah. It shall be binding upon the parties and their representatives, executors, successors or assignees. Parties agree that the Broker has made no representations or warranties not contained in this Agreement. This Agreement represents the entire Agreement between the parties and cannot be modified unless done so in writing and agreed to by the parties. Signed facsimile or scanned copies of this agreement are binding.

TERM OF AGREEMENT _____

Signature of Company Representative

Matthew Cohen, Broker, West Coast Business Brokers

Printed Name / Title

Date

Date