



Retained Seller Search Agreement

This Retained Seller Search Agreement (“Agreement”) is made and entered into by and between 3Xequity, LLC, a Washington limited liability company with its principal place of business located at 4055 Lake Washington Blvd NE, Kirkland, Washington 98033 (“3Xequity”), and _____, a _____ company with its principal place of business located at _____ (“Client”). The effective date of this Agreement is _____ (“Effective Date”).

1. SCOPE OF SERVICES

3Xequity agrees to provide financial advisor candidates who are interested in selling their practice and /or partnering with Client. 3Xequity, LLC agrees to source, evaluate and qualify seller candidates on behalf of Client based on the scope of the search.

As part of this Agreement, 3Xequity agrees to provide the following services to client:

- (1) Perform needs assessment with Client to formulate criteria for candidate selection, corporate background, possible deal structures, and location specifics;
- (2) Identify potential candidates through a combination of any of the following: direct mail, email, phone calls, webinars/conference calls, and in person events/workshops;
- (3) Perform candidate screening based on Client criteria and qualifications;
- (4) Refer fully vetted and qualified candidate contact information to Client;
- (5) Coordinate candidate interviews with Client, both telephone and in person; and
- (6) Facilitate deal structuring, closing and negotiation process work.

2. PERFORMANCE

3Xequity agrees to provide the services agreed to in Section 1 immediately following the Effective Date of this Agreement. All written work and templates/models created by 3Xequity under this Agreement shall remain the property of 3Xequity and are produced for Client's personal use only. No redistribution of any materials prepared for Client by 3Xequity is permitted unless agreed in writing by all parties to this Agreement.

3Xequity cannot guarantee results, and works in a best efforts capacity.

3. INDEPENDENT CONTRACTORS

Each party is an independent contractor with respect to the other, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint ventures. Neither party shall have authority to bind the other except to the extent authorized herein.

4. TERM OF AGREEMENT

The term of this Agreement shall be 12 months from the Effective Date, unless otherwise terminated by the parties in accordance with this Agreement.

5. COMPENSATION

For furnishing the services specified herein, Client agrees to pay 3Xequity a "Success Fee". A Success Fee is calculated by multiplying the agreed to purchase price of the business by 6.00%.

Client agrees to pay 3Xequity the Success Fee for any seller candidate provided to Client that Client closes or otherwise completes a deal with for 18 months following the termination of this Agreement. Client shall not be responsible for any other costs incurred as a result of this Agreement.

6. PAYMENT

3Xequity will receive the Success Fee to which it is entitled under this Agreement from Client within 15 days after Client completes the closing of the business purchase.

7. EXCHANGE OF INFORMATION

Both parties agree to fully disclose to each other all relevant information needed to facilitate the execution of this Agreement. Each party further agrees to fully disclose to

the other party any business transactions that arise from the services performed under this Agreement. The parties also agree to keep each other informed as to any scheduled closings and or disbursement of a Success Fee.

8. WARRANTIES

3Xequity warrants that all services provided hereunder shall be performed in a timely manner in accordance with professional standards generally accepted in the industry at this time.

Client agrees and acknowledges that 3Xequity services under this Agreement are dependent on Client's full cooperation.

9. CONFIDENTIALITY

Unless directed otherwise by Client, all non-public information furnished to 3Xequity or which 3Xequity, becomes aware of while performing its services described herein, shall not be disclosed to any third-party and shall remain confidential and be the property of Client.

Any information identified by Client as proprietary information will be safeguarded by 3Xequity in a reasonably prudent manner or in accordance with any specific instructions provided by Client. If such information is publicly available or otherwise obtainable by

3Xequity from other sources, 3Xequity shall bear no responsibility for its disclosure.

3Xequity may cumulatively publish information learned or reviewed under the Scope of Services in this Agreement, but will not release any specific or identifiable information belonging to Client without Client's written permission.

10. ASSIGNMENT/ENFORCEMENT

This Agreement will inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, but will not be assigned in whole or in part by either 3Xequity or Client without the others' prior written consent.

11. TERMINATION

This Agreement may be terminated upon sixty (60) days written notice by either party at any time. Termination will not affective 3Xequity right to receive a Success Fee under this Agreement if Client closes a business purchase facilitated by the services provided by 3Xequity under this Agreement.

12. PAYMENT UPON TERMINATION

The Client shall pay all Success Fees earned pursuant to this Agreement to 3Xequity, notwithstanding the termination of this Agreement, for each transaction that is closed as a result of the services provided by 3Xequity under this Agreement.

13. LIMITATION OF WARRANTIES, LIABILITY

3Xequity makes no representations, warranties or guarantees express or implied, including but not limited to any warranties of merchantability or fitness for particular purpose or use other than the express representations, warranties and guarantees contained in this Agreement.

Notwithstanding any other term of this Agreement, Client shall indemnify, defend and hold harmless 3Xequity, its corporate affiliates, current or future directors, trustees, officers, professional staff, employees, agents and their respective successors, heirs and assigns (the "Indemnities"), against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnities or any one of them in connection with any claims, suits, actions, demands or judgments arising out of this Agreement (including, but not limited to, actions in the form of tort, warranty, or strict liability).

Limitations of liability: Any liability of 3Xequity, arising out of any services provided hereunder shall not exceed the total of compensation under this Agreement. In no event shall 3Xequity be liable for any incidental, punitive or consequential damages, including, without limitation, loss of revenue.

14. NOTICES

Except as otherwise specified herein, all notices and statements hereunder given or required to be given shall be sent to each party's address stated at the beginning of this Agreement and marked to the attention of the undersigned individuals or representatives.

15. GOVERNING LAW AND VENUE

This Agreement shall be governed, interpreted and enforced by the laws of the state of Washington. Except to the extent any dispute must be submitted to binding arbitration as required by this Agreement, the state or federal courts within King County, State of Washington, will have exclusive jurisdiction and venue of all disputes arising in connection with or out of this Agreement or to otherwise enforce or seek damages for breach of this Agreement, and/or relating to the subject matter hereof; each party and all undersigned expressly agree to and do hereby submit to the jurisdiction and venue of such courts.

16. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or the breach thereof, whether common law or statutory, will be settled exclusively by binding arbitration in King County, State of Washington, using a single arbitrator, and as follows:

- (a) The arbitrator will apply the laws of the State of Washington. Judgement on the award of the arbitrator may be entered by any court having jurisdiction to do so.
- (b) The failure or refusal of either party to submit to arbitration as required by this Agreement will constitute a material breach of this Agreement. If judicial action is commenced in order to compel arbitration, and if arbitration is in fact compelled, the party that resisted arbitration will be required to pay to the other party all costs and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred by the party to compel arbitration.
- (c) If equitable relief is sought, including injunctive relief, by a party hereto for a breach of this Agreement, the non-breaching party may, in its sole discretion, enforce such rights and seek such equitable relief by court action.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, understandings and representations by and between the parties and supersedes all prior negotiations, understandings, correspondence, representations and agreements with respect to the same subject matter between the parties. It is the intent of the parties that this Agreement be integrated.

18. MODIFICATION AND WAIVER

Any waiver, modification, amendment or extension of this Agreement, including any oral modification supported by new consideration, must be reduced to writing and executed by both parties in order to be effective. No waiver, modification, amendment or extension of this Agreement will be made except by an instrument in writing signed by both parties. The failure of a party to insist in any one or more instances upon strict performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment for the future of such terms, but the same shall continue and remain in full force and effect. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of any other provision of this Agreement. All remedies, either under this Agreement or by law, otherwise afforded to a party, shall be cumulative and not alternative.

19. HEADINGS AND CAPITALIZED TERMS

The headings herein are for convenience only, do not constitute a part of this Agreement and should not be deemed to limit or affect any of its provisions.

20. REPRESENTATIONS

Each party represents that it:

- (a) has the power to enter into and perform this Agreement;
- (b) is under no restriction that may interfere with this Agreement; and

21. INVALID PROVISIONS

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws by any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, enforceability or validity of any other provisions or the same provision as applied to any other fact or circumstance and such illegal, unenforceable or invalid provision shall be modified to the minimum extent necessary to make such provision legal, valid or enforceable, as the case may be.

AGREED TO AND ACCEPTED AS OF THE EFFECTIVE DATE STATED HEREIN:

Client Name:

3Xequity, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____