

Acquisition Service Agreement

I _____ (Client), herewith agree to retain XYZ & Associates as my agent for the purpose of identifying suitable business opportunities which may be for sale, or otherwise available for acquisition, participation, merger, or similar arrangement.

XYZ agrees to use its best efforts to identify such opportunities consistent with the terms of this agreement as set forth. The Client understands that they are under no obligation to purchase or otherwise obtain an interest in the business identified by XYZ.

The client further understands that despite its best efforts XYZ may not be successful in identifying businesses satisfactory to the Client.

XYZ agrees to undertake the identification of specific business opportunities, consistent with the acquisition profile, currently available within the geographical area requested by the client. XYZ and its agents will use their best efforts to locate such opportunities utilizing local and national financial service networks, professional, community, and corporate associations.

XYZ, at the direction of the Client, will initiate contact with selected businesses to develop basic information to assess the potential merger or acquisition possibilities consistent with the acquisition profile.

XYZ, at the direction of the Client, will work with the Client's advisors to facilitate the consummation of the merger or acquisition.

The services provided for by this agreement may be canceled or suspended by the client at any time by directing such request to XYZ in writing. The Client may establish, in advance, limitations on the time to be expended or expenses to be incurred. XYZ may, at any time, advise client that, in its judgment, further activities called for by this agreement would not benefit the Client, and suspend or terminate the agreement.

XYZ is not excluded from representing any other clients, nor is Client excluded from using any other source to locate a business. If Client locates a business without the aid of XYZ and desires to have XYZ represent the Client during negotiation of the purchase, XYZ will be due a fee, as detailed below. Client is only obligated to pay fees as specified in this agreement. If Client purchases a business while this agreement is in effect, or within two (2) years from the date this agreement is terminated, and the business was introduced to Client by XYZ, Client agrees to pay a fee as outlined below.

The fee structure to be paid by the Client will be _____% of the purchase price, or a minimum of \$_____. This fee will be due only if the transaction is completed.

If a business currently represented by XYZ Company is going to be shown under the terms of this agreement, then XYZ will terminate this agreement prior to the showing. XYZ will not represent client under the terms of this agreement on any business or opportunity currently represented by XYZ. Seller has agreed to pay any transaction fees, and no fee will be due from the purchaser.

If the foregoing is in accordance with your understanding, please so indicate by signing and returning a copy of this letter. Your signature below confirms that you are authorized to enter into this agreement.

Client is aware they are represented by XYZ.

We look forward to being of service.

Agreed and Executed this _____ day of _____, 20_____.

XYZ _____.

By: _____ By: _____