



Consulting/Marketing Agreement

(Please Email or Fax to)
d@trgi.net or 251-928-4740

PO. Box 1290
Point Clear, AL 36564
800-952-2515
Office: 251-928-2515

www.trgi.net

This Agreement sets forth the terms and conditions of an exclusive right under which The Reed Group, Inc. (TRGI) shall serve _____ as a consultant and the sole and exclusive finder in an effort to locate a party to address the issue of an exit strategy for the owner(s).

1. **Services:** TRGI shall use its commercially reasonable best efforts to identify and/or locate interested and qualified parties, secure a Confidentiality Agreement and Capital Available from them and then furnish materials provided by client, followed by an introduction to client.
2. **Fees:** Payment for services rendered will be earned when the client gets paid without any upfront fees and/or expenses, whatsoever. Client can choose a flat fee or a percentage of total consideration as noted beside signature below. Payable in full via wire transfer during closing process of distribution, for services rendered.
3. **Term:** This agreement starts on date of execution below and continues for twelve (12) months. Agreement will continue in force after initial twelve (12) months and will completely terminate after thirty-six (36) months unless terminated earlier by either party with thirty (30) days notice in writing. A twenty-four (24) month re-capture rule will apply to any party that has executed our Confidentiality Agreement and/or was introduced to client within the active period.
4. **Indemnity:** If a party to this agreement is held liable to a third party solely by reason of acts or negligence of the other party or a breach of this agreement, then the party whose acts or neglects caused the liability shall indemnify and hold harmless the other party. This agreement shall be interpreted under and governed by the laws of Baldwin County, Alabama.
5. **Representations/Limitations:** TRGI makes no representations, expressed or implied that will affect our services under this agreement. The duties of TRGI are limited, we make no decisions, duties do not include any accounting, legal, real property and/or registered issues that our client and the interested party(s) decide to make, including fees.
6. **Arbitration:** Any controversy, dispute or claim between the parties relating to this agreement shall be resolved by binding arbitration. The prevailing party shall be entitled to recovery of all costs including but not limited to Attorney's fee.
7. **Exclusivity:** In order to facilitate TRGI's efforts, neither client nor anyone else will attempt to circumvent TRGI without written consent of TRGI. All inquiries received by client shall be promptly referred to TRGI. Client will stay prompt in providing TRGI with updated financials and tax returns, communications, email and/or phone calls.
8. **Confidentiality:** All non-public information provided by client to TRGI shall be confidential by TRGI. No portion shall be disclosed to others, except, upon receipt of a signed Confidentiality Agreement.

Please indicate your acceptance of this agreement and your choice of a success fee by executing and returning to TRGI.

On behalf of Client, Company Name: _____ Fee: _____

By Signature: _____ Title: _____

Printed Name: _____ Date: _____

By Signature: _____ Title: _____

Printed Name: _____ Date: _____

On behalf of The Reed Group, Inc.

By Signature: _____ Title: _____

Printed Name: Dock Reed Date: _____