



Business Listing Agreement

About us

Cervitude™ Intelligent Relations Consulting specializes in business brokerage services, leveraging our extensive experience in business planning and consulting to facilitate the development, mergers, acquisitions, and sales of businesses. We provide boardroom-quality Business Plans & Presentations, fair and timely Business Valuations, and on-call consultants to guide you through every stage of the transaction. Our expertise ensures that your business strategies are well-crafted and effectively implemented, making us a trusted partner in achieving your business objectives.

Business Listing Agreement

Services

Services Provided by Broker

The Broker agrees to provide the following services:

1. Market the business to potential buyers.
2. Screen and qualify potential buyers.
3. Assist in negotiations between the Seller and potential buyers.
4. Provide guidance and support throughout the sale process.
5. Coordinate due diligence processes.
6. Assist in the preparation of the final sale agreement.

Business Listing Agreement

This Business Brokerage Listing Contract (the "Contract") states the terms and conditions that govern the contractual agreement between Cervitude. LLC having its principal place of business at 4 Research Drive Suite 402 Shelton, Connecticut 06484 (the "Company"), and _____ (the "Client") who agree to be bound by this Contract.

The Company possesses extensive expertise in selling businesses, and the Client wishes to engage the Company under the terms and conditions outlined herein for these services.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties within this Contract, the Company and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

Engagement of Broker

The Seller engages Cervitude LLC (Hereinafter referred to as "Broker"), on a sole and exclusive basis, to sell the above business (all or part), including all assets, fixtures, equipment, goodwill, trademarks, trade names, inventory, and any related business entities that are part of this sale.

Broker's Fee

The Seller agrees to pay the Broker a fee of 10% of the purchase price when the business is sold but, in any event, not less than \$60,000. The purchase price includes earn outs, seller compensation, seller notes and seller debt

assumed by the buyer. Seller agrees that they will not attempt to renegotiate Broker's fee.

Broker's Role and Commission

Broker will be the contact for potential buyer inquiries and Broker shall receive the commission as stated above if the business is sold by the Broker, or seller, or another broker or third party.

Term of Agreement

This Agreement shall begin on the day and the year below and continue until 6 months from the date of this agreement. After this period the agreement will continue unless canceled at any time with 15 days written notice (email is acceptable).

Post-Termination Commission

The Seller agrees to pay the full commission set forth in this Agreement to the Broker in the event the business is within 2 years after the termination of this Agreement sold to anyone referred to the business by the Broker during the term of this agreement. A commission is due if anyone referred by Broker becomes a partner, employee, consultant, or merges or forms a joint venture.

Acknowledgment of Agreement

The Seller acknowledges that he has read this Agreement and has received a copy of it.

Authority to Enter Agreement

If the Seller is a partnership, corporation or other entity, the person(s) signing on behalf of the business represent(s) and warrants that they have the authority to enter into this contract on behalf of the business.

Asset Sale Clause

The seller agrees that the Broker has been retained to sell the assets of the business and goodwill. If the broker procures a buyer and the sale subsequently becomes one of capital stock, for any reason, the seller agrees that the broker is entitled to the total fee stated in the Listing Agreement, as if the sale was an asset sale.

Partial Sale Clause

If part of the business is sold initially and then part of the business is sold at a later time to a buyer that Broker referred during the listing period, then Broker will be paid a commission percentage at the time of sale based on the full price of the initial part and then another commission based on the price of the other part of the business that is sold, regardless of when the other part of the business is sold.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

Seller's Signature/ Date _____

Seller's Printed Name _____

Business Broker's Signature/Date _____

Business Broker's Printed Name _____