



ADVISOR ENGAGEMENT AGREEMENT

This Agreement is dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_, and its owner (s), whose principal place of business is located at \_\_\_\_\_

(Seller) and MC&T, LLC Transaction advisors with its principal place of business located at 522 Hunt Club Blvd. Apopka, Florida 32703, Apopka, FL, (Advisor).

1. The client hereby gives advisor THE EXCLUSIVE RIGHT AND AUTHORITY to assist the Seller in exploring the sale of its business (the “business opportunity”) in a possible transaction including but not limited to the sale of all or any portion of the Seller’s assets or ownership interest in the Seller’s company.
2. Advisor agrees to perform the following, individually and collectively, the “Services”:
  - I. Phase 1 Services – Complete of preliminary analysis and prepare an information Memorandum and supporting documentation describing Seller’s business.
  - II. Phase II Services - Identify, qualify, and contract prospective acquirers, and present all offers and counter-offers in a timely manner.
  - III. Phase III Services – Negotiate and advocate on the seller’s behalf to arrive at an agreeable valuation, transaction structure and deal terms.
  - IV. Phase IV Services – Provide ongoing support throughout the due diligence and closing processes in order to successfully complete the proposed transaction.
3. Seller shall provide reasonable information requested by Advisor including, financial statements, operating data, Real Estate appraisals, Furniture, fixed and equipment, outstanding contracts, and any further information that can help the Advisor market and present the business in a timely and effective manner.
4. If Seller shall sell all or portion of its Business opportunity or consummate a transaction during the term hereof, the Advisor is entitled to a fee/Commission paid from the proceeds of the transaction, equal to Three Percent (3%) of the Gross Consideration and Economic value tendered to Seller in connection with the transaction or a minimum of One Hundred Fifty Thousand Dollars (\$100,000.00).
5. Advisor’s fee/commission is due in certified funds at the earlier of settlement, or closing. If a portion of the consideration is incalculable at closing, such as an earn-out the portion of the Advisor’s fee/Commission payment relating to such Consideration shall be paid to Advisor when that portion of the Consideration is payable to Seller.

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6. The terms and conditions of any sale or Transaction shall be at the discretion of the Seller. THE SELLER SHALL HAVE THE SOLE RIGHT TO ACCEPT OR REJECT ANY TRANSACTION PROPOSAL PRESENTED.
7. The fee/Commission shall be based in the TOTAL VALUE of the consideration and economic value tendered to the Seller, directly or indirectly, in connection with the sale or Transaction. Consideration may include, but is not limited to, payments in cash, stock, real and personal warrants, and options; fees, notes, debentures or other debt; retention of accounts receivable by seller; earn outs; the total amount of non-compete agreements; and all things of value exchanged in connection with the sale or Transaction.
8. Advisor disclaims responsibility, directly or indirect, express or implied, for the truth, accuracy or completeness of information provided to prospective buyers concerning the Seller. The Seller acknowledges full and complete responsibility for the Truth, accuracy and completeness of all information concerning the Seller presented to prospective buyers and expressly waives all rights of recourse, if any, against Advisor for buyer's reliance thereon.
9. This agreement shall have a term of one year commencing as the date the Seller executes this agreement.
10. It is hereby agreed that in the event Advisor shall have introduced the Seller to a prospective buyer during the term of this agreement and a sale or Transaction is not closed with buyer prior to the expiration of the term of this agreement, then in the event Seller shall thereafter continue, resume, or reinstate negotiations with such buyer or any affiliated company which shall lead to an agreement of a sale or Transaction within twelve (12) months after the last day of the term of this Agreement, Seller will pay Advisor the compensation for herein.
11. Seller agrees to have the language below, or similar language, inserted into any purchase agreement it enters into during the term of this contract.

“ Client acknowledges that MC&T, LLC acted as an advisor to the client in connection with the negotiation, execution or performance of this Agreement or the transaction contemplated by this agreement, and is or will be entitled to a broker's or finder's or similar fee or other commission as a result of this agreement or such transactions. Any and all brokers, finder's or similar fee or other commission to which MC&T, LLC, (Advisors) is entitled shall be listed on Exhibit “\_\_\_\_\_” , and paid in full from the Transaction proceeds payable at the closing.

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MC&T, LLC  
522 Hunt Club Blvd. Apopka, Florida 32703

12. If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

This agreement shall constitute a contract entered into, and shall be construed and enforced in accordance with the laws of the United States of America and the internal laws of the State of Florida.

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of the Agreement, which will constitute our agreement with respect to the matters set forth herein.

Confirmed and Agreed to:

(Seller) \_\_\_\_\_

MC&T, LLC (Advisors) \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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