

LISTING AGREEMENT

THIS LISTING AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 201__ (the "Effective Date"), by and between _____, a _____ Corporation whose address is _____ (the "Company") and Online Brokerage Corp., a Florida corporation, whose address is 185 NW Spanish River Blvd., Ste. 200, Boca Raton, FL 33431 ("OBC").

WHEREAS, OBC is in the business of assisting individuals and businesses in the sale of their existing businesses and real estate; and

WHEREAS, OBC may, during the period of time covered by this Agreement, present to the Company one or more plans of business entities to achieve the Company's goals of selling an existing business and/or real estate; and

WHEREAS, the Company recognizes that OBC is not in the business of stock brokerage, investment advice, activities which require registration under either the Securities Act of 1933 (hereinafter "the Act") or the Securities and Exchange Act of 1934 (hereinafter "the Exchange Act"), underwriting, banking, is not an insurance Company, nor does it offer services to the Company which may require regulation under federal or state securities laws; and

WHEREAS, the parties agree, after having a complete understanding of the services desired and the services to be provided, that the Company desires to retain OBC to provide such services for the Company, and that OBC is willing to provide such services to the Company;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PROPERTY DETAILS.
 - a. Name of Property: _____ (the "Property").
 - b. Listing Price: _____ (the "Price").
 - c. Profile: See Exhibit "A" (the "Profile").

2. SCOPE OF SERVICES. OBC's services pursuant to this Agreement shall include the following:

a. Prepare and provide descriptive materials to be sent to prospective buyers (all matters of form and content in respect of such materials shall be subject to approval by the Company, which shall be responsible for the accuracy and completeness of such materials).

- b. Contact a target list of prospective buyers to present the buy opportunity.
- c. Respond to prospective buyers' questions and inquiries about the Property.
- d. Obtain proposals from prospective buyers and present them to the Company.
- e. Negotiate, in coordination with representatives of the Company, the terms and conditions of the purchase and sale.
- f. Assist the Company and its counsel in coordinating efforts to achieve timely and efficient documentation and closing of the purchase and sale.

3. COMPANY APPROVAL REQUIRED; REFERRAL OF INQUIRIES TO OBC. The terms and conditions of any proposal shall be subject to acceptance by the Company in its sole and absolute discretion. OBC shall not have the authority to accept any offer or proposal or to enter into any commitment on behalf of the Company. However, the Company shall cooperate with OBC in pursuing discussions or negotiations with such prospective buyers.

4. COMPANY TO FURNISH INFORMATION. The Company shall furnish to OBC such information with respect to the Property and the Company in the Company's possession as OBC may reasonably request in order to render its services effectively. The Company represents to the best of its knowledge that all information furnished by it to OBC will be materially accurate and complete. Company shall keep OBC informed of any sale proposals it obtains on the Property.

5. AUTHORITY TO SELL PROPERTY. The Company gives OBC the EXCLUSIVE RIGHT TO SELL the Property described in Exhibit "A" beginning _____ day of _____, _____ and terminating at 11:59 p.m. EST on the _____ day of _____, 2015 (the "Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sale and purchase contract. The Company and OBC acknowledge that this Agreement does not guarantee a sale. The Company certifies and represents that it is legally entitled to convey the Property and all of its assets.

6. COMPENSATION TO OBC. The Company shall compensate OBC as specified below for procuring a buyer who is ready, willing and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to the Company. The Company will pay OBC as follows (plus applicable sales tax):

- a. _____ % of the total purchase price OR \$ _____, no later than the date of closing specified in the sales contract. However, closing is not a

prerequisite for OBC's fee being earned.

b. _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised, the Company will pay OBC the paragraph 6a. fee, less the amount OBC received under this subparagraph.

c. OBC's fee is due in the following circumstances:

i. If any interest in the Property is transferred, whether by sale, lease, exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the buyer is secure by OBC, the Company or any other person;

ii. If the Company refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales contract or agrees with a buyer to cancel an executed sales contract;

iii. If within _____ days after Termination Date ("Protection Period"), the Company transfer or contracts to transfer the Property or any interest in the Property to any prospects with whom the Company, OBC or any other person communicated regarding the Property prior to Termination Date. However, no fee will be due OBC if the Property is relisted after Termination Date and sold through another broker.

d. Retained Deposits. As consideration for OBC's services, OBC is entitled to receive ___% of all deposits that the Company retains as liquidated damages for a buyer's default in a transaction, not to exceed the paragraph 6(a) fee.

e. Expenses. Subject to the terms of Section 9 herein, the Company and OBC shall each pay their own respective expenses involved in performance of their respective duties under this Agreement

7. COOPERATION AND COMPENSATION WITH OTHER BROKERS: OBC's policy is to cooperate with all other brokers except when not in the Company's best interest and: [] to offer compensation in the amount of ___% of the purchase price or \$_____ to buyer's agents, who represent the interest of the any buyers, and not the interest of the Company in a transaction; [] to offer compensation in the amount of ___% of the purchase price or \$_____ to transaction brokers for the Buyer; [] None of the above (if this box is checked, the Property cannot be placed in the MLS.)

Company acknowledges that OBC reserves the right to retain, at its sole expense and responsibility, a local real estate or other broker to comply with local licensing requirements.

8. INDEMNIFICATION. The Company shall indemnify and hold harmless OBC and its the respective directors, officers, employees, agents and affiliates, if any, controlling OBC, to the full extent lawful, from and against all claims, demands, damages, losses, liabilities and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, the "Claims") related to or arising from the engagement hereunder, provided that this Section 8 shall not apply to any Claims related to or arising from OBC's gross negligence, bad faith, willful misconduct, breach of the provisions of this Agreement, or

actions outside of the scope of this Agreement. OBC shall indemnify and hold harmless Company and its respective directors, officers, employees, agents and affiliates, to the full extent lawful, from and against all Claims related to or arising from OBC's gross negligence, bad faith willful misconduct, or material breach of the provisions of this Agreement.

9. **CONDITIONAL TERMINATION:** At the Company's request, OBC may agree to conditionally terminate this Agreement. If OBC agrees to conditional termination, the Company must sign a withdrawal agreement, reimburse OBC for all direct expenses incurred in marketing the Property and pay a cancellation fee of \$_____ plus applicable sales tax. OBC may void the conditional termination and the Company will pay the fee stated in Section 6(a) less the cancellation fee if the Company transfers or contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination to Termination Date and Protection Period, if applicable.

10. CONFIDENTIALITY

a. **Confidentiality Obligations.** During the term of this Agreement and for a period of one (1) year thereafter, OBC shall maintain in confidence and use only for purposes of this Agreement any information or documentation which the Company marks "Confidential" (the "Confidential Information"). However, to the extent it is reasonably necessary or appropriate to fulfil its obligations or exercise its rights under this Agreement, OBC may seek approval from the Company to disclose Confidential Information to its affiliates and to prospective buyers, so long as such entities or persons agree, in writing, to keep the Confidential Information confidential for the same time periods and to the same extent OBC is required to keep the Confidential Information confidential.

b. **Limitations on Usage.** Except as expressly authorized by this Agreement or by other prior written consent of the Company, for the term of this Agreement and for one (1) year thereafter, OBC shall not deliver, transmit, or provide to any person or entity, and shall not use, any of the Confidential Information, or authorize, cause, or aid anyone else to do so.

11. MISCELLANEOUS PROVISIONS

a. **Binding Effect; Benefits.** This Agreement shall inure to the benefit of the parties hereto and shall be binding upon the parties hereto and their respective heirs, successors, and assigns. Except as otherwise set forth herein, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective heirs, successors, and assigns any rights, remedies, obligations, or other liabilities under or by reason of this Agreement.

b. **Governing Law.** This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the state of Florida. Exclusive venue shall be in Palm Beach County, Florida.

c. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument.

d. Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

e. Headings. The headings contained in this Agreement are for convenience of reference only and shall have no effect on the interpretation or operation thereof.

f. Amendment/Waiver. This Agreement may be amended, modified or supplemented only by a written amendment signed all parties, and no waiver of any provision hereof shall be effective unless expressed in a writing signed by the party sought to be bound.

g. Assignment. The rights and obligations of the parties under this Agreement shall not be assignable except with the prior written consent of the other party hereto.

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

By: _____
Online Brokerage Corp., a Florida
corporation

By: _____