

EBB Group of Texas LLC

NON-EXCLUSIVE BUYER'S FEE AGREEMENT & CONFIDENTIALITY AGREEMENT

COMPANY _____

(Print Name of Company)

PHONE _____ FAX _____

ADDRESS _____

EMAIL _____

CITY _____ STATE _____ ZIP _____

WEBSITE _____

CHECK ONE: PRIVATE COMPANY PUBLIC COMPANY

CHECK ONE: ACQUISITION GROUP OPERATING COMPANY

ENGAGEMENT

This is to confirm that if and when the company and/or principal and/or any related entity or other investor introduced by the company to the transaction ("Company"), shall close a sale or merger in whole or in part, or a recapitalization, management buyout or any other business transaction ("Transaction") with any seller, individual, entity or representative of same ("Seller") introduced to the Company by or through EBB Group, then Company shall pay EBB Group of Texas LLC a finder's fee, in full, on closing, in accordance with the following schedule and total consideration as defined herein:

5% of \$ 1. to \$ 2,000,000
Plus 4% of \$ 2,000,001 to \$ 4,000,000
Plus 3% of \$ 4,000,001 to \$ 6,000,000
Plus 2% of \$ 6,000,001 to \$ 20,000,000
Plus 1% of any amount over \$20,000,000

Notwithstanding the above, if the transaction is less than \$5,000,000, then 10% finder's fee applies to the first million dollars in the above formula with the balance as per schedule.

All fees are in US dollars. In any event, if there is a transaction, the fee shall not be less than \$175,000. If there is no transaction, there is no fee. This non-exclusive Agreement is for one year from the date below after which the Agreement will continue unless cancelled by one month's written notice.

FINDER'S FEE BASED ON TOTAL CONSIDERATION

The Company as defined above is responsible for paying the finder's fee in full on closing, to EBB Group, based on the total of all of the consideration involved in the Transaction's financial package, whether such consideration is paid on closing or deferred. Fees due EBB Group for any contingent consideration will be due when such consideration can be calculated.

The consideration includes, but is not limited to, a) payments to Seller for assets and/or capital stock; b) purchase or lease of business real estate owned by the Seller; c) current assets retained by or distributed to Seller; d) liabilities assumed by the Company whether as part of an asset sale or transferred as part of a stock sale; e) non-compete and consulting agreements; f) loans to the Seller by the Company; g) forgiveness of loans to Seller; h) other compensation or consideration to the Seller, in any form.

INDEPENDENT INTERMEDIARY

It is also understood that EBB Group operates as an independent business transaction intermediary, is not an agent of the Company, Seller, or any other party, and is not a fiduciary. EBB Group sole responsibility under this Agreement shall be to act as a finder, i.e., to introduce businesses and business opportunities to the Company. This Agreement does not preclude EBB Group from also obtaining a finder's fee from the Seller or other entity in connection with any Transaction arising from this Agreement and its parties recognize and commit to the possibility of such entitlement.

COMPANY OFFICER

AND/OR PRINCIPAL: X _____

(Authorized Signature)

Also Print Name X _____

CONFIDENTIALITY

The Company agrees to keep confidential and not disclose to any other investor or to any other third party the identity of the Seller and/or the fact that the Seller is presently an acquisition opportunity, without written authorization from EBB Group.

The Company agrees to keep strictly confidential any general, market, competitive or financial information which it may receive in the course of its Transaction with EBB Group, the Seller or other entity except for that which is in the public domain or previously known to the Company, and EBB Group agrees for a period of two years not to disclose any such information received from the Company, except to Seller and/or its advisors and other participating entities and their agents.

COOPERATION

The Company agrees that a) it will consult its own professionals for legal, tax, accounting, business and financial advice, including the determination together with the Seller, as to whether or not the Transaction will be an asset sale, a stock sale, or other business transaction; b) it will hold EBB Group harmless and secure, and defend it in any legal proceeding resulting from the Company's own activities; c) it will conduct its own investigations without relying on the statements or omissions of EBB Group; d) it will cooperate with EBB Group and will provide all transaction documents to EBB Group prior to closing; and e) it will also provide to EBB Group post closing information related to contingent payments provided for in the transaction documents, including but not limited to earnout payments or bonuses, at the time such post closing payments are made.

FURTHER UNDERSTANDINGS

Expiration or cancellation of this Agreement shall not affect EBB Group's right to a finder's fee based on any Transaction covered hereunder, or initiated during the term of this Agreement, provided that any such covered transaction takes place within three years of the expiration of this Agreement, unless conversations between the Company and Seller, or other participating entities, are ongoing, in which case EBB Group shall continue to be protected.

This Agreement shall be governed by the laws of and adjudicated in the state of Texas without regard to laws pertaining to choice or conflict of laws of said state, and it is further agreed that this Agreement is not subject to the doctrine of construction of ambiguity against the drafter. It shall be binding upon the parties and their representatives, executors, successors or assignees. Signed facsimile copies of this agreement are binding. The Company will be responsible for reasonable legal fees and costs incurred by EBB Group in obtaining any finder's fee due hereunder. Parties agree that EBB Group has made no representations or warranties not contained in this Agreement. This Agreement represents the entire Agreement between the parties and cannot be modified unless done so in writing and agreed to by the parties.

Dated: _____, 20____

By: _____

Eric White, President