

Health Career Agents, Inc.  
14248 F Manchester Rd., #334  
Manchester, MO 63011  
314-822-0205

## Premiere Business Marketing Agreement

This agreement is made on this day, \_\_\_\_\_, \_\_\_\_\_, between Health Career Agents, Inc. a Missouri corporation, located at 14248 F Manchester Rd., #334, Manchester, MO 63011, ("Marketer"), and \_\_\_\_\_, a (state) corporation, located at \_\_\_\_\_ ("Owner").

Whereas, Owner wishes to have their healthcare recruiting business listed and available for presentation as being "for sale" by Marketer; and

Whereas, Marketer is in the business of marketing healthcare recruiting businesses for sale via online marketing web properties, email and direct phone contact; and

Whereas, Owner wants Marketer to locate potential buyers interested in purchasing a healthcare recruiting company and when appropriate, and at the discretion of Marketer, present Owner's healthcare recruiting business to potential buyers; and

Whereas, Owner and Marketer wish to enter into an agreement whereby Marketer will market and present Owner's business for sale in exchange for a contingent Marketing Fee to be paid in the event of the sale of Owner's business; and

Whereas, both Owner and Marketer wish to reiterate those terms in this agreement; and

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by each to the other, plus the mutual covenants contained herein, plus other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Commitments of the parties:

1. Marketer agrees to present Owner's healthcare recruiting business as being available for purchase at Health Career Agents resale website.
2. Owner will pay Marketer \$2,500 upon signing of this agreement in exchange for a Premiere Marketing Package receiving:
  - a. A business for sale profile at Health Career Agents resale website with name of Owner's company, attributes, purchase price.
  - b. Web optimization to attract buyers exclusively to Owner's listing.
  - c. Access to regular conference calls on selling business and networking with potential buyers.
3. Upon sale of Owner's business, Owner will pay Marketer an additional \$2,500 Marketing Fee at closing.
4. If sales price is greater than fifty thousand dollars (\$50,000), Owner shall also pay Marketer an additional fifteen percent (15%) of every dollar over fifty thousand dollars (\$50,000).

5. Owner agrees to pay Marketer the Marketing Fee regardless of where the purchaser of Owner's business originates from, the level of involvement by Marketer in the sale or any other factor. The simple fact that the Owner's business is sold will necessitate payment of the Marketing Fee.
6. Marketing Fee will be paid to Marketer within five (5) business days of closing the sale of Owner's business.
7. Marketer will assist Owner in determining marketable attributes of Owner's business and positioning it for sale.
8. Owner agrees to provide information, as necessary and upon request, to affect the sale of Owner's business.
9. Owner agrees to set price of business at a reasonable level.
10. Owner must be willing to speak with prospective buyers of Owner's business.
11. Owner will utilize legal, tax and business brokerage professionals, as needed, to affect the sale of their business as they see fit.
12. Upon sales of Owner's business, Owner agrees to:
  - a. Join Career Agents Network and allocate up to \$2,000 to do so.
  - b. Pay Career Agents Network \$5,000 for training and support to be supplied to buyer.
  - c. Purchase Broadlook software included in Career Agents Network opportunity and pay for website hosting for one year at a set cost of \$2,500.
13. Owner understands that Marketer is not an attorney and does not provide legal advice.
14. Owner understands that Marketer is not a tax advisor and does not provide tax advice.
15. Owner understands that Marketer is not a business broker and does not negotiate the sale of a business.
16. Marketer makes no guarantees that Owner's business will sell, or representation as to the timeframe that might take.

This Purchase Agreement and Order shall be governed solely by the laws of the state of Missouri and any disputes shall be heard in Saint Louis, Missouri County court.

\_\_\_\_\_  
Health Career Agents, Inc. (Marketer)

\_\_\_\_\_  
(Owner)

Its: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date