



Broker Client Registration and Fee Agreement.

THIS AGREEMENT is made the _____ day of _____, 20____, by and between _____(hereinafter known as "Procuring Agent") and Franchise Group, a Florida LLC.

WHEREAS, the "Procuring Agent" is engaged with Clients (potential new franchisees) and

WHEREAS, the parties hereto desire to confirm and reduce to writing their entire understanding and agreement with respect to said negotiations and the commission payable to "Procuring Agent" by Franchise Group LLC;

NOW, THEREFORE, in consideration of the promises and the terms and conditions hereinafter set forth, the parties hereto do mutually agree as follows:

If a franchise or area representative agreement is executed and delivered by and between a Franchise Group represented Franchisor and a Registered Client or any affiliate of the Procuring Agent, and said agreement results in the consummation of the intended transaction, Franchise Group LLC. shall pay to the "Procuring Agent" in full as complete consideration for all services rendered and to be rendered by Procuring Agent with respect to the purchase agreement a fee or commission as follows:

If a Sale is consummated:

- The commission shall be _____% of the gross sales price.
- The commission shall be _____% of the franchise fee.
- A Flat Fee of _____ shall be paid to the "Procuring Agent".

The sales commission or fee shall be payable upon the successful closing and shall be paid through escrow. This agreement shall expire and become of no further force or effect after twelve (12) months from the date and year first written above. The Procuring Agent is required to "register" each potential client (franchisee) within Franchise Group, LLC as a requirement for this agreement and to ensure notice of procuring cause. This agreement can be executed in counterparts and shall be considered signed as original if received by facsimile or confirmed email.

Any disputes arising under this Agreement shall be subject to binding arbitration conducted by a private dispute resolution service. The prevailing Party in any action or arbitration under this paragraph shall be entitled to an award of attorney fees including any fees/costs associated with the enforcement of any such arbitration award and/or court order(s).

IN WITNESS WHEREOF, the parties have caused these presents to be signed on the day and year first written above.

Franchise Group, LLC

Procuring Agent

By: _____
Title: _____

By: _____
Name: _____
Company: _____
Phone: _____