

## PHASE TWO MARKETING AGREEMENT

**THE AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Robbinex Inc. (hereinafter referred to as "Robbinex") and \_\_\_\_\_ (hereinafter referred to as "The Client")

**WHEREAS,** Robbinex is in the business of consulting owners of businesses in the sale of their business; and

**WHEREAS,** The Client desires to engage Robbinex to perform its consulting services.

### IT IS MUTUALLY AGREED AS FOLLOWS:

**Services Provided:** Robbinex will prepare and deliver to the client the Robbinex Seven Step Book, which is a written plan for marketing and negotiating the sale of the client's business, hereinafter referred to as the "Marketing Plan". Contents of the Marketing Plan shall include, but not be limited to:

- Advertising copy suitable for placement on websites and other promotional media
- The Factum. Robbinex has designed this one-page format for a de-identified summary of the client's business
- The Offering Memorandum, a comprehensive marketing document for presenting the client's business to pre-qualified, prospective buyers
- Strategies and methods for protecting client confidentiality
- A list of pre-qualified prospective buyers
- A list of synergistic potential buyers
- Coaching and strategies for managing the marketing and negotiation process, i.e. Inquiries; Visitations; Offers; Negotiations; Closing
- Obligations and strategies for ongoing two-way communication and information updates between Robbinex and the client

**Robbinex Will Deliver** the completed Report within 60 days from receipt from the Client of requisitioned information, attached hereto, about the Client's business. The Client understands that, in performing the services hereunder, Robbinex will be relying, without independent verification, on the accuracy and completeness of all the information furnished to it by or on behalf of the Client.

**The Parties Agree** that the Report to be delivered by Robbinex shall constitute the only authorized Business Plan of the business by Robbinex. Any oral statements by Robbinex employees or agents, as to the financial worth of the business are not authorized by Robbinex and shall not be relied upon by the Client. The client agrees to provide unencumbered access to all information Robbinex requests, in a prompt and professional manner.

**The Client Acknowledges** that this report is for their eyes only (and their advisors, key employees, partners/investors and family) and does not give rights to the client to court testimony without prior written consent.

**Fees:** The Client shall pay a monthly fee of \$\_\_\_\_\_ (HST included of: \$\_\_\_\_\_) commencing with the signing of this agreement. All of these fees will be deducted from the commission payable upon the sale of the business. After 12 months, this agreement may be terminated with thirty days written notice.

**Confidentiality:** Robbinex will not make public or disclose to anyone, information concerning the Client's identity, customers, markets, products, financial history or current financial situation without prior written approval from the Client.

**Indemnification:** The Client agrees to indemnify Robbinex and its officers, directors, employees, agents and affiliates against any liability, claim or expense, including reasonable attorneys' fees, asserted by third parties, arising out of or in connection with this Agreement or the services of Robbinex hereunder, except to the extent attributable to the gross negligence or willful misconduct of Robbinex.

**Arbitration:** Any controversy, dispute or claim relating to this Agreement between the parties shall be resolved by binding arbitration in accordance with the Arbitration Act of Ontario provided that in no event shall the arbitrator have the authority to award punitive damages, and that the extent of any liability Robbinex may incur as a result of this report, shall not exceed the amount paid to Robbinex.

**Acknowledgement:** The undersigned acknowledges that this is not an agreement to take the Client's business to market and/or to arrange financing or funding, and the client further acknowledges that no representations, expressed or implied, have been made that the Client's business will be sold or that financing or funding will occur by virtue of the services contemplated to be rendered under this Agreement.

This Agreement, its interpretation, construction and enforcement, shall be governed by the laws of the Province of Ontario. It constitutes the entire agreement between the parties pertaining to its subject matter.

**ROBBINEX INC. per:** \_\_\_\_\_

**CLIENT (Sign)** \_\_\_\_\_

Print Name: D.M. Robbins

Print Name: \_\_\_\_\_

Print Title: Robbinex - President

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

Address: 8 Christie Street, Grimsby ON

Address: \_\_\_\_\_

### PHASE TWO MARKETING AGREEMENT

Controlled Copy: Property of Robbinex Inc.

Document Reference: PHASE TWO MARKETING AGREEMENT

Rev: 10, DATE: July 2021

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