

## **NAABB EXCLUSIVE TERRITORY AGREEMENT**

This agreement is made by and between the North American Alliance of Business Brokers referred to hereinafter as NAABB

and \_\_\_\_\_ referred to hereinafter as BROKER.

NAABB provides BROKER the sole and exclusive rights to a territory defined as area code (s) \_\_\_\_\_ pursuant to the terms herein.

By entering into this agreement with a date and signature, BROKER agrees to all stipulations provided in this agreement.

### **I. Relationship**

This agreement is for the sole purpose of establishing a working relationship and does not constitute a franchisor / franchisee arrangement as outlined in state or provincial statutes. NAABB may not and will never institute quotas or requirement of BROKER regarding sales, listings and reporting. BROKER shall hereinafter identify themselves in public domain as a *NAABB Certified Broker* and is prohibited from marketing themselves in any way that constitutes an employer / employee relationship or a franchisor / franchisee relationship.

### **II. NAABB Opportunity Fee & Splits – \$20,000 + splits (\$23,000 in AK / HI)**

Payment required in full to secure your territory and training. Payment can be made by check or wire transfer. Can also be done by credit card for an additional \$500 to cover credit card fees. See Exhibit B for guarantees and terms & conditions.

BROKER shall also pay NAABB a fee equal to 15% of all gross commissions collected by BROKER on all business sales resulting in 85 /15 splits reducing to 90/10 after BROKER generates \$10,000 in commission splits paid to NAABB. There is minimum of \$2,000 per BROKER sale due NAABB.

### **III. Continuing Education**

BROKER shall have access to the training materials in visual format always after training has been completed. BROKER may attend any future training at no additional training cost after they have officially been trained provided they pay their own travel expenses to attend said training and the trainee of said training approves. BROKER may attend all yearly NAABB conferences without a fee provided they pay their own travel expenses. The site of the following year's conference is voted on by the attendees of the current conference.

#### **IV. Certification / Support**

BROKER shall be provided access to the NAABB private support web site at [www.naabbclubhouse.com](http://www.naabbclubhouse.com) once the fee at II above is completed. BROKER shall receive unlimited support and updates including phone, email and text support as well as access to any events held by NAABB. NAABB shall also provide BROKER a stand-alone web site fully optimized and mobile compatible.

BROKER shall be entitled to use the NAABB Certified Broker designation for the life of this contract and any renewals therein.

#### **V. Business Owner Marketing**

BROKER shall receive all marketing systems and services disclosed in their purchased program. BROKER holds NAABB harmless from any action resulting from marketing.

#### **VI. Training Guarantee**

NAABB shall provide a full refund if a training date is agreed upon and NAABB cannot provide training on said dates and new dates cannot be agreed upon by both parties.

#### **VII. Fee Disclaimer**

All fees paid to NAABB are non-refundable unless applied to VI above or the guarantee terms in Exhibit B herein.

#### **VIII. Legal Disclaimer**

It is BROKER's responsibility to understand his or her state / provincial laws regarding operating a business brokerage, direct marketing techniques or business in general. NAABB will provide opinion but said opinion is not legal opinion or a statement of fact. BROKER holds NAABB harmless in all issues regarding this section.

#### **IX. Use of Materials**

BROKER is prohibited from sharing support site access or proprietary information to a third party without NAABB approval.

#### **X. Default and Termination**

NAABB shall have the right, at their discretion to terminate BROKER rights under the following default terms...



# EXHIBIT A

1. Exclusivity to your territory by area code (s)
2. Six months of marketing campaigns run on demand every other week
3. Alternative free marketing techniques without cold calling
4. Three-day training in your area with Scott Radin / VP Kathy Schmeltzer
5. Posting all your listings on business for sale web sites
6. Two mobile compatible web sites optimized to your brokerage
7. Leads funnel utilizing our 100+ lead generating web sites
8. Professional buyer network that includes all current/retired pro football players.
9. Generating and distributing your press release
10. Managing local media for free publicity / advertising
11. Managed Social Media Platform and Management
12. Produced YouTube Commercials
13. CRM software to keep track of your leads

# EXHIBIT B

**Service Guarantee** – NAABB will refund your fee immediately if they fail to provide all the services outlined herein as Exhibit A herein.

**Resale Guarantee** – NAABB will buy back the territory under a Royalty / Earn Out provision from BROKER at any time within the first three months of the BROKER signature herein if requested by BROKER and shall always be granted by NAABB under the following all-inclusive terms...

- The territory will immediately be put up for resale
- NAABB shall then split 50/50 on all future net commission splits with former BROKER until such times as full repayment has been received by former BROKER. Net Commissions are defined as gross commission splits collected less any referral fees or director fees paid out.
- This provision shall expire on the one-year anniversary of the date signed herein,

**Income Guarantee** – NAABB will guarantee that you make \$200,000 your first year or we will make up the gap with you by paying you the difference between what you earned and \$200,000 on your one-year anniversary with NAABB. This guarantee

provision assures you of \$200,000 your first-year subject to the following terms and conditions that NAABB will adhere to strictly.

#### TERMS & CONDITIONS of Income Guarantee

BROKER is required to strictly adhere to the following terms and conditions to keep this guarantee active. Failure to adhere to any of the following conditions will result in this guarantee becoming null and void. It is BROKER's requirement to follow the conditions herein without notification by NAABB.

The BROKER agrees as follows to keep this guarantee current.

- Secure a minimum of six (6) quality businesses under contracted listing agreement in his or her first four (4) months after the launch of their first marketing campaign. A quality business is defined as a business with over \$100K cash flow that has been two (2) or more years and has complete tax returns.

Each listing agreement needs to be submitted to NAABB within five business days on listing agreement signature along with the tax returns or P&L's and valuation worksheet used to value the business.

- Secure a minimum of six (6) limited businesses under contracted listing agreement in his or her first four (4) months after the launch of their first marketing campaign. A limited business is all other businesses not covered under the quality business definition.

Each listing agreement needs to be submitted to NAABB within five business days on listing agreement signature along with the tax returns or P&L's and valuation worksheet used to value the business. If it is a cash business, then alternative documentation needs to be provided replacing actual financials.

- Secure a minimum of six (6) quality businesses under contracted listing agreement between months four to eight (4-8) after the launch of their first marketing campaign. A quality business is defined as a business with over \$100K cash flow that has been two (2) or more years and has complete tax returns.

Each listing agreement needs to be submitted to NAABB within five business days on listing agreement signature along with the tax returns or P&L's and valuation worksheet used to value the business.

- Secure a minimum of six (6) limited businesses under contracted listing agreement between months four to eight (4-8) after the launch of their first

marketing campaign. A limited business is all other businesses not covered under the quality business definition.

Each listing agreement needs to be submitted to NAABB within five business days on listing agreement signature along with the tax returns or P&L's and valuation worksheet used to value the business. If it is a cash business, then alternative documentation needs to be provided replacing actual financials.

- Secure a minimum of six (6) quality businesses under contracted listing agreement between months eight to twelve (8-12) after the launch of their first marketing campaign. A quality business is defined as a business with over \$100K cash flow that has been two (2) or more years and has complete tax returns.

Each listing agreement needs to be submitted to NAABB within five business days on listing agreement signature along with the tax returns or P&L's and valuation worksheet used to value the business.

- Secure a minimum of six (6) limited businesses under contracted listing agreement between months eight to twelve (8-12) after the launch of their first marketing campaign. A limited business is all other businesses not covered under the quality business definition.

Each listing agreement needs to be submitted to NAABB within five business days on listing agreement signature along with the tax returns or P&L's and valuation worksheet used to value the business. If it is a cash business, then alternative documentation needs to be provided replacing actual financials.

- Provide NAABB with reports for each business seller lead generated. Said report must include the lead's name, phone number and explanation of lead follow up as shown in training with NAABB.
- Provide NAABB reports for each business buyer lead generated. Said report must include the lead's name, phone number and explanation of lead follow up as shown in training with NAABB.

#### ADDITIONAL TERMS

- This guarantee is null and void if BROKER does any business seller or buyer follow up deviating from the buyer and seller processes and training with NAABB or fails to follow up with every lead.
- This guarantee is null and void if BROKER decides to decline a listing agreement with a business based on financial success, race, religion or any other personal views.