# LISTING AGREEMENT

THIS LISTING AGREEMENT is made and entered into this day of , , between , a corporation (the "Company") and

 ("Broker").

In consideration of the mutual benefits and obligations of the parties set forth in this Agreement, Company hereby retains the Broker to use its best efforts to solicit offers for the purchase of sub all of the asset or all of the stock if the Company, subject to the following terms and conditions:

# ARTICLE I

OBLIGATIONS OF BROKER

Broker shall use its best efforts to find a buyer for substantially all of the assets or stock of the Company.Broker shall (1) include the Company with other listings maintained by Broker; (2) plac suitable sign on the premises; (3) promptly notify the Company of prospective buyers; and (4) sh Company's premises and operations to prospective buyers.

# ARTICLE II

BROKER'S COMMISSION

* 1. **Commission**.Broker shall receive a commission of % of the selling price of substantiall assets or stock of the Company if: (1) Broker procures a buyer who is ready, willing, and able to substantially all of the assets or stock of the Company on terms deemed acceptable by the Com sole and absolute discretion; and (2) substantially all of the assets or stock of the Company are s buyer procured by the Broker during the term of this listing or if, within months after the term this listing, substantially all of the assets or stock of the Company are sold to a buyer who was fir submitted to the Company by the Broker.
	2. **Expenses**.The Company and the Broker shall each pay their own respective expenses invol performance of their respective duties under this Agreement.

# ARTICLE III

TYPE OF LISTING

This listing is and shall be an exclusive listing from the date first set forth above through

 , and the Broker's right to a commission will arise from a sale of substantially all of the ass stock of the Company to a buyer who is procured by the Broker, but shall not accrue if the buyer procured by the Company itself.

# ARTICLE IV TERM

The rights and obligations of the parties shall commence on the date first set forth above, and sh terminate at midnight on , .This listing may be cancelled by either party at any t

 , , by days' written notice.

# ARTICLE V CONFIDENTIALITY

* 1. **Confidentiality Obligations**. During the term of this Agreement and for a period of ten (10) thereafter, Broker shall maintain in confidence and use only for purposes of this Agreement any information or documentation which Seller marks "Confidential" (collectively "Confidential Inform the extent it is reasonably necessary or appropriate to fulfill its obligations or exercise its rights u Agreement, Broker may disclose Confidential Information which it is otherwise obligated under th not to disclose to its affiliates and to prospective buyers, on a need-to-know basis, on condition t entities or persons agree to keep the Confidential Information confidential for the same time peri to the same extent as Broker is required to keep the Confidential Information confidential.
	2. **Limitations on Usage**. Except as expressly authorized by this Agreement or by other prior w consent of the Company, for the term of this Agreement and for ten (10) years thereafter, Broker deliver, transmit, or provide to any person other than as permitted under this Agreement, and sh any of the Confidential Information, or authorize, cause, or aid anyone else to do so.Except as p in this Agreement, nothing shall be deemed to give Broker any right or license to use or to replica reproduce any of the Confidential Information, or to authorize, aid, or cause others so to do.
	3. **Survival**.The covenants set forth in this Article V shall survive the termination of this Agreem continue in full force and effect for ten (10) years without limitation.

# ARTICLE VI

GENERAL PROVISIONS

* 1. **Binding Effect; Benefits**. This Agreement shall inure to the benefit of the parties hereto and binding upon the parties hereto and their respective heirs, successors, and assigns. Except as o set forth herein, nothing in this Agreement, expressed or implied, is intended to confer on any pe other than the parties hereto or their respective heirs, successors, and assigns any rights, remed obligations, or other liabilities under or by reason of this Agreement.
	2. **Governing Law**. This Agreement shall be construed as to both validity and performance and in accordance with and governed by the laws of .
	3. **Severability**. If any term, covenant, condition, or provision of this Agreement or the applicati to any circumstance shall be invalid or unenforceable to any extent, the remaining terms, conditi provisions of this Agreement shall not be affected thereby and each remaining term, covenant, c and provisions of this Agreement shall be valid and shall be enforceable to the fullest extent per law. If any provision of this Agreement is so broad as to be unenforceable, such provisions shall interpreted to be only as broad as is enforceable.
	4. **Entire Agreement**. This Agreement shall constitute the entire agreement between the partie prior understanding or representation of any kind preceding the date of this Agreement shall not binding on either party to this Agreement except to the extent incorporated in this Agreement.
	5. **Amendments**. This Agreement may not be modified or changed except by an instrument or instruments in writing signed by the Company and the Broker.
	6. **Assignment**. The rights and obligations of the parties under this Agreement shall not be ass except with the prior written consent of the other party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date above written.

 ("Company") ("Broker") By: By:

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- See more at:

<http://smallbusiness.findlaw.com/closing-a-business/broker-listing-agreement.html#sthash.F5P8>