

FP Transitions Buyer Agreement:

1. FP Transitions will act at all times in the capacity of "serving the deal". We do not act as an advocate or agent for either side. FP Transitions is compensated for providing a central marketplace, under the terms set forth below.
2. If your deal does not close and you do not obtain valuable consideration, you do not owe us a fee.
3. Fees: If your deal closes or you otherwise complete a deal with someone you contact through FP Transitions, or with someone to whom FP Transitions provides your name as a potential buyer within 18 months of the date of contact, you agree to pay us a fee of 3.5% of the listing sales price. A "deal" is any type of transaction, including but not limited to a purchase, a loan, employment, firm change, etc. The minimum fee owed under this Agreement if your deal closes or is completed is \$4,000.00 from the buyer and \$4,000.00 from the seller. For furnishing the services specified, Client agrees to pay FP Transitions the non-refundable fee indicated herein. Compensation under this Agreement does not include time spent to testify or support consulting or valuation results in a court or arbitration proceeding. FP Transitions shall be under no obligation to provide such testimony or support and such services are not contemplated, warranted or provided under this Agreement. If anyone from FP Transitions is compelled to testify by subpoena or court order, Client agrees to pay FP Transitions liquidated damages in the amount of \$10,000.00, plus business class airfare and reasonable accommodations.
4. No refunds of FP Transitions' fees will be made.
5. All purchases, sales or mergers shall be closed by Stewart Title in Oregon a neutral, commercial, escrow depository, unless otherwise agreed in writing in advance by buyer, seller and FP Transitions. (Closing will take place through use of teleconference, facsimile or e-mail.) The costs of escrow services are to be split between buyer and seller upon closing; fees will be deducted by escrow.
6. We will provide you with form contracts necessary and appropriate to complete most transitions. You agree to provide us a copy of each and every draft agreement and final agreement related to your transaction (including agreements based on our forms and any other agreements) within 48 hours of the creation or execution of the agreements.
7. You represent and warrant to us that you have full authority to enter into this Agreement, and that you have read and fully understand and agree with the terms contained in the Legal Notice available by hyperlink at the bottom of each page on www.FPTransitions.com.
8. You agree to communicate with any sellers listed on FP Transitions solely through the FP Transitions unless the seller explicitly requests otherwise.
9. You understand and agree that we do not provide tax or legal advice. We recommend that you have all documents and information obtained from this site carefully reviewed by your own professional counsel before closing.
10. Any controversy or claim arising out of this Agreement or the interpretation of any of the provisions in this Agreement shall be resolved by binding arbitration by one arbitrator. The substantive law of Oregon will determine the interpretation of this agreement. Each party shall be responsible for its own attorney fees. Costs and arbitration fees shall be paid by the losing party.
11. When communicating with this Seller on FP Transitions, you agree to the following: You have or will request information from this prospective Seller ("Seller") listed on FP Transitions and located by you on the FP Transitions site. As a condition to Seller's furnishing such information to you, Seller requires that you treat confidentially all information furnished in connection with this considered transaction (collectively the "Evaluation Material"), whether furnished before or after the date of this Agreement. Seller also requires that you communicate solely through the FP Transitions unless the Seller explicitly requests otherwise. As used in this Agreement, the term Evaluation Material means: (1) proprietary information of Seller's businesses; (2) information marked or designated by Seller as confidential; (3) information, whether or not in written form and whether or not designated as confidential, which is known to either party as being treated as confidential; and (4) information provided to you by third parties which you are obligated to keep confidential. Evaluation Material includes, but is not limited to, client lists, marketing strategies, books and records, financial reports, client demographic reports or studies, client data, trade secrets, billing systems, seminar materials, teaching materials, brochures, techniques, models, data, programs, documentation, processes, know-how, marketing plans, and technical, software or programming information unique to Seller's business. You are responsible for performing your own due diligence on Seller's practice, including but not limited to a determination of its fair value, and you agree to release FP Transitions from any liability in performing any valuation on the practice as such values are subject to change and interpretation. In addition, you shall honor the confidentiality and privacy obligations set forth in both your and Seller's privacy statements. You acknowledge that any disclosure of Evaluation Material will cause irreparable harm to the Seller/owner of the Evaluation Material. Accordingly, you agree not to disclose any Evaluation Material, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of the Seller/owner of the Evaluation Material. You agree that you will not copy, transmit, reproduce, summarize, quote, or make any commercial or other use whatsoever of Evaluation Material, except as may be necessary to perform their

due diligence. Further, you agree to exercise the highest degree of care in safeguarding Evaluation Material against loss, theft, or other inadvertent disclosure, and agrees generally to take all steps necessary to ensure the maintenance of confidentiality. This Agreement shall not apply to any information now or hereafter voluntarily disseminated by Seller to the public, or which otherwise becomes part of the public domain through lawful means. You agree that upon termination of the due diligence process or the transaction contemplated herein, and upon request of the party owning or supplying the Evaluation Material, you will promptly return to the owner or supplier all Evaluation Material in whatever form, that may be in their possession or under their control. You agree that in the event you fail to abide by this Agreement, the Seller will be entitled to any and all remedies provided under the law. You represent and warrant to FP Transitions that you have full authority to enter into this Agreement and to bind you and your company to these terms. The obligations on you as set forth in this Agreement will continue for as long as you are in possession of the Evaluation Material and for an additional period of 5 years from the date of this Agreement. You acknowledge that you have read and understood the terms of this Agreement, and have had an opportunity to consult with your own legal counsel.

12. LIMITATIONS OF LIABILITY. ANY LIABILITY OF FP TRANSITIONS ARISING OUT OF ANY SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED \$5,000.00. IN NO EVENT SHALL FP TRANSITIONS BE LIABLE FOR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE.