

April 27, 21

John Doe
ABC MTSO Inc.
123 Main St.
Sydney NSW 2000
Australia
Delivered via email: jdoe@mail.com

Re: Engagement Letter

Dear John

This letter confirms the engagement by ABC MTSO, Inc. (“you” or the “Company”) of our firm, Kruse Acquisition, LLC (“we” or “us”), to provide you sell side merger and acquisition services for your medical transcription business located in Australia, as more fully described below, and sets forth the nature, scope, and terms of the engagement.

1. Services

You have engaged us to provide “sell side” acquisition services. For purposes of this engagement, “sell side” services include (i) finding potential buyers for the company and or its assets (ii) performing a preliminary assessment of the buyer in a manner we deem appropriate (iii) acting as an intermediary to facilitate a transaction between you and the buyer and (iv) making introductions, when requested or advisable, to professional advisors—i.e. to CPAs, attorneys etc. We will inform the potential buyer that we have been engaged by you, that we represent you, and that you will pay our fees. For purposes of this agreement, a “buyer” means a buyer capable of purchasing the company’s transcription assets.

2. Terms of Engagement:

- a. **Price:** \$2,250,000
- b. **Confidentiality:** unless seller and broker otherwise agree, price shall be kept confidential and, beyond broker providing his perception of the industry market conditions, buyers shall be encouraged to submit their highest and best offer.

3. Fees

Success Fee

For services rendered in connection with this engagement, you will pay us a success fee according to the attached schedule on any transferred enterprise value of your company. All of the following shall be included under enterprise value: any cash, notes, debts assumed, earnouts or other items of value and on any consulting or employment agreements received as part of the purchase agreement in excess of normal market rates.

The fees will be paid by wire transfer to our bank account concurrently with any payments made to you. In the purchase agreement, you will instruct and authorize the buyer to issue payment to us of our fee on any and all payments due and paid to you.

Marketing and Due Diligence Fees: Upon execution of this agreement you will wire us a marketing fee of \$7,500.00. This fee shall be deducted from the success fee due at closing.

4. Term & Termination

The term of this agreement will be for Eighteen (18) months from its execution. Either party may terminate this agreement at any time for any reason, or for no reason, by providing written notice ten (10) days prior to termination.

5. General Provisions;

(a) **Notices** Any notice hereunder must be in writing and will be deemed given: (i) when sent by facsimile or electronic transmission (e-mail), with written confirmation of receipt by the transmitting machine; (ii) five business days after being sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one business day after deposit with a private industry express courier, with written Confirmation of receipt; or (iv) when delivered validly by postal mail. Either party may designate a different address by notifying the other.

(b) **Miscellaneous** This agreement is the final, complete and entire agreement of the parties with respect to its subject matter and supersede and merges all prior or contemporaneous discussions and agreements relating to its subject matter and all past courses of dealing or industry custom. No amendment shall be effective unless in writing and signed by both parties. No waiver shall be effective unless in writing signed by the party to be bound. No delay or failure by a party to exercise any right or remedy shall impair such right or remedy or be construed as a waiver. Except as otherwise provided in this agreement, all rights and remedies shall be cumulative, and none shall limit any other right or remedy. Headings are inserted for convenience and shall not affect this agreement's meaning. This agreement may be executed (including by facsimile and electronic signature) in one or more counterparts with the same effect as if the parties had signed the same document.

(c) **Non-Exclusivity** While we will serve as the only broker representing you in this transaction, our relationship with you is not exclusive. We provide, and during this engagement we will continue to provide, merger and acquisition transaction services to other buyers and sellers. In the event of consummation of any Transaction, with your prior approval, we may, at our own expense, place advertisements or otherwise promote the Transaction (including, without limitation, on our website and in our marketing materials) describing our services but in any instance the terms of any Transaction including the acquisition price shall be kept confidential and not be published or disclosed.

(d) **State of Wisconsin** Any disputes arising out of this agreement shall be settled according to the laws of the state of Wisconsin, without regard to conflict of laws provisions..

(e) **Eighteen Month Protection Period** If within a period of Eighteen (18) months following the expiration or termination of this Agreement, an acquisition of any portion of your Company is completed with any party introduced to you by us, or with any party which we commenced or participated in negotiations during the term of this Agreement, you agree to pay the "Success Fee", outlined above. Written records evidencing such introductions or negotiations will be decisive in determining whether or not such introductions or negotiations took place.

If this agreement meets with your approval, please acknowledge your understanding of its terms by signing and dating the enclosed copy. We appreciate your confidence in selecting us to provide services to you. We look forward to working with you.

Executed this April 27, 21 in Verona, WI.

Very truly yours,

Kruse Acquisitions, LLC

Tim Kruse
Authorized Signer, Kruse Acquisitions, LLC
April 27, 21

Accepted and agreed,

John Doe, Authorized Signer, ABC MTSO, Inc.

% Fee	On	\$MM	\$ Fee	Sample Price	Total Fee	Aggregate %
8.00%	Initial	\$ 1,000,000	\$80,000	\$ 1,000,000	\$ 80,000	8.00%
7.00%	Next	\$ 1,000,000	\$70,000	\$ 2,000,000	\$ 150,000	7.50%
6.00%	Next	\$ 1,000,000	\$60,000	\$ 3,000,000	\$ 210,000	7.00%
5.00%	Next	\$ 1,000,000	\$50,000	\$ 4,000,000	\$ 260,000	6.50%
4.00%	Next	\$ 1,000,000	\$40,000	\$ 5,000,000	\$ 300,000	6.00%
3.00%	Next	\$ 1,000,000	\$30,000	\$ 6,000,000	\$ 330,000	5.50%
2.00%	Next	\$ 1,000,000	\$20,000	\$ 7,000,000	\$ 350,000	5.00%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 8,000,000	\$ 360,000	4.50%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 9,000,000	\$ 370,000	4.11%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 10,000,000	\$ 380,000	3.80%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 11,000,000	\$ 390,000	3.55%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 12,000,000	\$ 400,000	3.33%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 13,000,000	\$ 410,000	3.15%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 14,000,000	\$ 420,000	3.00%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 15,000,000	\$ 430,000	2.87%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 16,000,000	\$ 440,000	2.75%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 17,000,000	\$ 450,000	2.65%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 18,000,000	\$ 460,000	2.56%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 19,000,000	\$ 470,000	2.47%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 20,000,000	\$ 480,000	2.40%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 21,000,000	\$ 490,000	2.33%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 22,000,000	\$ 500,000	2.27%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 23,000,000	\$ 510,000	2.22%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 24,000,000	\$ 520,000	2.17%
1.00%	Next	\$ 1,000,000	\$10,000	\$ 25,000,000	\$ 530,000	2.12%