

VALUATION AGREEMENT

This Agreement is made by and between EXODUS BUSINESS SOLUTIONS, INC. ("Exodus") and _____ ("Owner"), who owns _____ (the "Business"), located at _____

1. **BUSINESS VALUATION.** Exodus will evaluate Owner's Business and provide Owner with an opinion of Business' market value for the sum of \$ _____. This opinion will be in the form of a Valuation Report giving the reasons for the valuation opinions. This Valuation Report will not be an appraisal of furniture, fixtures, equipment or inventory of the Business. Exodus will also update and amend the Valuation Report as appropriate if the Owner discovers and reports any inaccuracy in the Business or the Owner's profile within five days of receiving the Valuation Report from Exodus.

2. **OWNER'S OBLIGATIONS.** Owner will provide Exodus a profile of the Business, including a business description, a summary of its operation, and financial performance. Owner warrants that this information is a complete, true and accurate description of the Business, and that no material information is omitted. Owner will further review all the information contained in the Valuation Report within five business days of its receipt and immediately advise Exodus of any inaccuracy in the business description or financial history so Exodus can correct, amend or update the Valuation Report as appropriate.

3. **ACKNOWLEDGMENT AND REPRESENTATIONS.** Owner acknowledges and/or represents that:

- a. Exodus is relying upon the information and business profile provided by Owner in preparing its Valuation, and will not conduct any independent investigation to determine the accuracy or authenticity of the information provided;
- b. Owner is responsible for the contents of the profile it provides to Exodus;
- c. Exodus does not warrant the business will sell at any price.
- d. Exodus will prepare the Valuation Report solely for the benefit of Owner to assist the Owner in determining the market value of its business. The Valuation is the Owner's proprietary information and is not to be shared with any investors or used and relied upon by any other party;
- e. Owner indemnifies, defends and holds Exodus and its officers and agents harmless against any claims, damages or liabilities that arise from Owner's use of the Valuation Report;

4. **PLACE OF PERFORMANCE.** Payment and performance of the Valuation is to take place at Exodus' principal place of business in San Diego, California. Jurisdiction and venue of any legal dispute arising out of this Agreement is also in San Diego, California.

5. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and there are no other express or implied representations or warranties regarding this agreement.

6. **NON-ASSIGNMENT.** Owner may not assign this Agreement, and the Valuation provided herein only applies to Owner's business identified above.

This agreement is signed in the presence of an Exodus representative. Owner acknowledges having thoroughly read this Agreement and agrees fully with the terms stated.

Dated: _____ 2004 Owner _____

Dated: _____ 2004 EBS Representative _____