

Brokerage Agreement

This **Brokerage Agreement** ("**Agreement**") is entered into as of ("**Effective Date**")
by and between the parties below:

Broker

Client

1. Appointment

Client appoints Broker as its broker to identify, introduce, and assist Client in pursuing transactions involving (each, a "**Transaction**").
Broker accepts the appointment subject to this Agreement.

2. Scope of Services

Broker will use commercially reasonable efforts to market the opportunity, identify prospective counterparties, facilitate introductions, coordinate communications, and support negotiations as requested by Client.

Broker has no authority to bind Client, make representations on Client's behalf, accept offers, or enter into any agreement for Client unless Client gives prior written authorization.

3. Client Responsibilities

Client will provide Broker with accurate and current information reasonably needed to perform the services. Client is responsible for reviewing all proposed Transaction terms and for obtaining its own legal, tax, financial, and other professional advice.

Client will promptly inform Broker of material discussions, offers, or agreements involving a prospective counterparty introduced by Broker.

4. Broker Responsibilities

Broker will perform its services professionally and in good faith. Broker will disclose any actual conflict of interest that could materially affect its services under this Agreement.

Broker does not guarantee that a Transaction will occur, that any prospective counterparty will complete a Transaction, or that Client will receive a particular price, valuation, or commercial outcome.

5. Compensation

In consideration for Broker’s services, Client will pay Broker the following compensation:

Compensation Type	Amount or Method	Payment Due
Retainer Fee		
Success Fee		At closing of the Transaction
Minimum Success Fee		At closing of the Transaction
Expenses	Pre-approved reasonable out-of-pocket expenses	Within days after invoice

“Transaction Value” means

Broker’s success fee is earned when Client or an affiliated party completes a Transaction with a prospective counterparty introduced by Broker during the Term or Tail Period.

6. Payment Terms

Client will pay all undisputed invoices within days after receipt. Late amounts may accrue interest at the lesser of % per month or the maximum rate permitted by applicable law.

Client may not withhold or offset fees owed to Broker unless required by law or agreed in writing by Broker.

7. Term

This Agreement begins on the Effective Date and continues until months thereafter, unless terminated earlier under the Termination clause.

8. Termination

Either party may terminate this Agreement without cause by giving days' written notice to the other party.

Either party may terminate this Agreement immediately by written notice if the other party materially breaches this Agreement and does not cure the breach within days after receiving written notice.

Termination does not affect fees earned before termination, payment obligations, or provisions that by their nature are intended to continue after termination.

9. Tail Period

For months after termination or expiration of this Agreement ("***Tail Period***"), Client will pay Broker the success fee stated in the Compensation clause if Client completes a Transaction with a prospective counterparty that Broker introduced to Client or with whom Broker had substantive discussions on Client's behalf during the Term.

At termination, Broker will provide Client with a written list of prospective counterparties covered by this clause within days.

10. Confidentiality

Each party will protect the other party's non-public business, financial, operational, and Transaction-related information and will use it only to perform or evaluate this Agreement and a potential Transaction.

A party may disclose confidential information to its employees, advisers, lenders, and representatives who need the information for that purpose and are bound by confidentiality obligations. Confidential information does not include information that is publicly available without breach of this Agreement, already known without a confidentiality duty, independently developed, or lawfully received from another source.

11. Non-Circumvention

During the Term and Tail Period, Client will not knowingly bypass Broker to avoid paying compensation owed under this Agreement in connection with a Transaction involving a prospective counterparty introduced by Broker.

This clause does not restrict Client from pursuing a Transaction with a party that Client can document it had a substantive relationship with before Broker's introduction.

12. Independent Contractor

Broker is an independent contractor and not Client's employee, partner, agent, joint venturer, or fiduciary. Nothing in this Agreement creates an employment relationship or grants either party authority to act for the other except as expressly stated.

13. Representations

Each party represents that it has the authority to enter into and perform this Agreement. Client represents that information it provides to Broker is accurate in all material respects to its knowledge and that it has the right to share that information for the purposes of this Agreement.

14. Limitation of Liability

Neither party will be liable to the other for indirect, incidental, special, consequential, or punitive damages arising from this Agreement, except to the extent caused by fraud, willful misconduct, breach of confidentiality, or obligations to pay fees or expenses.

Broker's total liability arising from this Agreement will not exceed the fees actually received by Broker under this Agreement during the -month period before the event giving rise to the claim.

15. Indemnification

Client will indemnify and hold Broker harmless from third-party claims, losses, and reasonable expenses arising from information supplied by Client or Client's breach of this Agreement, except to the extent caused by Broker's fraud, willful misconduct, or breach of this Agreement.

Broker will indemnify and hold Client harmless from third-party claims, losses, and reasonable expenses arising from Broker's fraud, willful misconduct, or breach of this Agreement.

16. Notices

Notices under this Agreement must be in writing and delivered by personal delivery, nationally recognized courier, or email with confirmation of receipt to the addresses indicated in the first page of this Agreement or to any updated address provided in writing.

17. Governing Law and Dispute Resolution

This Agreement is governed by the laws of , without regard to rules that would require application of another jurisdiction's laws.

The parties will first attempt in good faith to resolve any dispute through direct discussions. If the dispute is not resolved within days, either party may pursue available legal remedies in the courts located in .

18. General Terms

This Agreement is the entire agreement between the parties concerning its subject matter and replaces prior discussions or agreements on that subject.

Any amendment must be in writing and signed by both parties. Neither party may assign this Agreement without the other party's written consent, except that Client may assign it to an affiliate or successor in connection with a merger, reorganization, or sale of substantially all relevant assets.

If any provision is found unenforceable, the remaining provisions will remain in effect. A waiver is effective only if in writing and does not waive later breaches.

19. Signatures

By signing below, the parties agree to be bound by this Agreement.

Broker

Name

Date

Signature

Client

Name

Date

Signature



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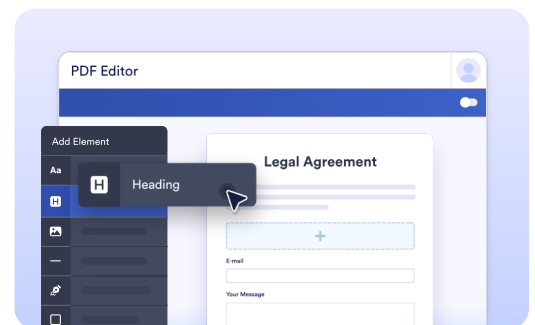
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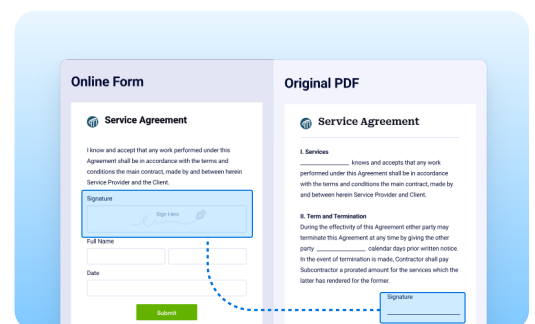
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