Broker's Fee Agreement

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BROKER'S FEE AGREEMENT

THIS BROKER'S FEE AGREEMENT (the "**Agreement**") is made this ____ day of _____, 20__ (the "**Effective Dat**e") by and between [NAME OF CORPORATION], a _____ corporation ("**Company**") and [NAME OF BROKER] ("**Broker**").

RECITALS

WHEREAS, the Company wishes to raise capital by selling a certain amount of its [CLASS/SERIES] capital stock to qualified sophisticated investors as defined under the Securities Act of 1933 (the "**Act**")

WHEREAS, the Broker believes that he can introduce such qualified sophisticated investors to the Company;

NOW THEREFORE, in consideration of the mutual agreements, covenants and provisions herein contained, the parties agree as follows:

1. Legal Compliance. In connection with introduction to investors, Broker shall comply with all applicable laws and shall specifically, comply with the requirements set forth in Regulation 506 of Regulation D under the Securities Act of 1933 ("**Reg D**"), as it may be amended from time to time. Broker represents and warrants that he has all required permits, licenses and registrations necessary to perform the services required hereunder.

2. Nonexclusive Right. For a period of ninety (90) days after the date hereof, Broker shall have the non-exclusive right to introduce prospective investors to the Company who meet the definition of "accredited investors" under the Act, and who are not already known to the Company ("**Qualified Investors**"). Broker shall confirm to the Company that the introduction has been made in writing within ten (10) days of the introduction.

3. Acceptance of Investors. Each Qualified Investor shall submit a Purchaser's Questionnaire for review by the Company. The decision to accept to any Qualified Investor shall be at the sole discretion of the Company.

4. Fee. In the event that a Qualified Investor is accepted by the Company, and the Qualified Investor closes the purchase of Company stock within six (6) months of the date hereof, then the Company shall pay Broker a Broker's fee equal to ___% of the dollar amount of securities purchased by the Qualified Investors. The fee shall be paid within thirty (30) days after the closing of the sale of stock to the Qualified Investor. Broker shall notify Qualified Investors that he will receive a Broker's fee in the event of the sale of stock to Qualified Investors.

5. Miscellaneous Provisions.

5.1 Governing Law. This Agreement shall be governed by the substantive laws of the [STATE] without regard to conflict of law principles.

5.2 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto.

5.3 No Amendment. This Agreement may be amended only by written agreement, signed by the parties to be bound by the amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[COMPANY NAME]

By:_____
Its:

[BROKER]

_____
[Name]