



## Brokerage Agreement

### **1) Brokerage Agreement**

This agreement dated \_\_\_\_\_ between Inverness Graham investments, Inc. ("IGI") address listed below and \_\_\_\_\_ ("Broker") of \_\_\_\_\_, \_\_\_\_\_.

### **2) Services**

The Broker shall introduce to IGI an entity named or described as \_\_\_\_\_ ("Company") for the purpose of facilitating a proprietary investment opportunity, recapitalization, merger, management buyout, sale, financing or other business transaction ("Transaction") which, if completed by IGI or any IGI principals or related entities ("IGI Group"), will result in the payment of a finder fee to Broker. The Broker shall perform its services in compliance with applicable law.

### **3) Finder Fee**

In the event a Transaction is completed between Company and IGI, IGI agrees to pay a fee to Broker at closing according to the following fee schedule based upon the total consideration paid in the Transaction described below in (4):

5% of \$1	to	\$1,000,000
4% of \$1,000,001	to	\$2,000,000
3% of \$2,000,001	to	\$3,000,000
2% of \$3,000,001	to	\$4,000,000
1% of any amount over		\$4,000,000

- IGI agrees to pay a minimum fee of no less than \$50,000 to Broker.
- Fees associated with contingent payments in the Transaction shall be payable when the consideration is paid to the Company.
- Fees will be reduced by any amount paid to the Broker by other parties with respect to the Transaction
- As a condition to being paid its fee, Broker will sign a release in form reasonably satisfactory to IGI.
- In the event an investment bank represents the Company and the Transaction is not a proprietary or exclusive investment opportunity, this contract shall be null and void and no fee shall be paid to Broker.

### **4) Total Consideration**

Total consideration includes a) payments to Company for assets or capital stock; b) long-term or interest bearing liabilities assumed by IGI Group; c) loans to Company by IGI Group; and d) payments in respect of non-compete or consulting agreements appropriately characterized as part of the Transaction consideration.

### **5) Previous Knowledge or Activities**

Broker agrees that if another party has identified the Company to IGI or IGI has been investigating or negotiating with the Company within the 12 month period immediately preceding the date of this agreement, IGI will not be required to pay a fee and this agreement shall be null and void. IGI will use it best efforts to notify Broker, within 5 business days of receiving the Company name, that it is already aware of the opportunity and will not pay a fee unless otherwise indicated in writing.

### **6) Term**

This agreement shall terminate without any remaining obligation on the part of IGI if a Transaction with Company is not completed within 12 months from the date of this agreement.



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**7) Obligation**

This agreement or the commencement of discussions with the Company herein shall in no way create any obligation whatsoever on the part of IGI or its affiliates to participate in or fund any Transaction.

**8) Status**

The Broker is an independent contractor and not an agent on our behalf and shall represent itself in that manner. The Broker will not assume or create any liability or bind IGI in any manner whatsoever. The Broker will pay its own expenses unless agreed upon in writing by IGI.

**9) Miscellaneous**

This document sets forth the entire agreement with respect to the subject matter hereof and supersedes all prior understandings (whether written, verbal, implied or otherwise) with respect thereto. No term or condition of this agreement may be waived or otherwise modified except by a written agreement executed by the party to be charged.

**10) Governing Law**

This agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania (without regard to its conflict of law provisions). The parties agree to the exclusive jurisdiction of the state courts in Chester County, Pennsylvania or the federal courts for the Eastern District of Pennsylvania to resolve any disputes under this agreement.

Please sign and date this document whereupon it shall become a binding agreement between IGI and Broker.

Signed:

\_\_\_\_\_  
Name and title:  
  
\_\_\_\_\_  
Inverness Graham Investments, Inc.

\_\_\_\_\_  
Name and title:  
  
\_\_\_\_\_  
Broker