

## **ENGAGEMENT AGREEMENT**

**The effective date of this Engagement Agreement is**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Between

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**(hereinafter referred to as “Client”)**

And

**INTEGRITY BUSINESS RE-SEARCH LLC**

**(hereinafter referred to as “Agent”)**

**Obligations of Agent and Client:** Client hereby appoints Agent as its representative for a period of \_\_\_\_\_ days from the date hereof (hereinafter “Term”) to assist Client in obtaining funding for Client’s proposed project (hereinafter “Project”). Agent hereby agrees to register Client’s proposed Project with prospective lending institutions and/or individual investors, (hereinafter collectively “Lender(s)”) and to conduct an internal review of Client’s Project. Upon request of Agent, Client shall provide Agent with any and all information related to the Project as may be requested from time to time by Agent which may reasonably be necessary to obtain funding on behalf of Client for said Project. Agent shall explain the underwriting procedures to Client and review and discuss with Client the development of a business plan. Agent shall review and evaluate the financial projections of the business plan prepared by Client to assess in Agent’s opinion the overall feasibility of the Project and thereafter conduct a local, nationwide and/or international search as deemed appropriate by Agent to assist Client in acquiring funding for said Project. Agent may, but shall not be obligated to verify information provided to Agent by Client. In the event Client sends any information directly to a Lender(s), copies of any and all such information will first be sent to Agent for Agent’s prior review. Client represents to Agent that any and all correspondence either written or oral (i.e. documents, letters, emails, text messages or verbal dialogue, etc.) provided by Client to either Agent and/or to Lender(s) shall be accurate.

**Termination:** This Agreement may be terminated by either the Client or the Agent by providing the other with not less than \_\_\_\_\_ business days prior written notice by certified mail, return receipt requested. Notwithstanding the forgoing, Client agrees not to terminate this Agreement for the purpose of altering, reducing, or eliminating Agent's Compensation as such term is defined below without the express prior written consent of Agent which consent may be withheld for any reason whatsoever in Agent's sole and absolute discretion. Client further agrees, in the event of a Termination of this Agreement by Client, not to accept or enter into any type of agreement or arrangement with any Lender(s) introduced to Client at any time prior to such Termination for a \_\_\_\_\_ month period immediately following such Termination without the express written consent of Agent.

**Compensation:** In the event Client enters into any agreement with any Lender(s) during the Term of this Agreement, Client acknowledges and agrees that the Agent shall have earned and be paid a Fee (hereinafter defined) by Lender(s) chosen by Integrity Business Re-Search LLC which Fee is \_\_\_\_\_ or \_\_\_\_\_% of the total amount of the Project and/or made available to the Client by the Lender(s) or any of its subsidiaries or any other entities related to the Lender(s) and/or its partners. Client further agrees that it will not enter into any agreement with any Lender(s) or any of its subsidiaries or any other entities related to the Lender(s) and/or its partners introduced by Agent to Client during the Term of this Agreement for the \_\_\_\_\_ month period immediately following either the expiration or earlier Termination of this Agreement unless Agent has informed Client in writing that the Lender(s) has agreed to pay Agent the Fee described herein. In the event Client fails to observe any of the terms and conditions of this Agreement and Client accepts any Project financing from any Lender(s) including any of its subsidiaries or any other entities related to the Lender(s) and/or its partners, Client shall immediately pay to Agent the full amount of the Fee as if Client were the Lender(s).

**Acceptance:** No Project registration shall be approved until Agent has conducted a review. All financial reviews are based on the 5c's for business credit and investing. Agent at its sole discretion can approve or reject any financial Project. Agent has the right to reject any potential Investor(s) that Agent feels is not conducive to the Project.

**Disputes:** In the event there is a dispute, it is agreed by Client and Agent that an attempt will be made by mediation to solve this dispute. If this alleged claim cannot be resolved legal action shall be decided in Manatee County in the state of Florida. In the event disputes arise between Client and the Investor(s), Agent will attempt to resolve this dispute. Client must inform Agent of any disputes with the Investor(s).

**Nondisclosure:** Client and Agent recognize that due to the nature of this agreement they may have access to confidential or proprietary information of the other party. Client and Agent agree to hold the other party's confidential and proprietary information in strictest confidence.

**Attorney Fees:** If Client or Agent brings suit against the other as a result of any alleged claim, the prevailing party shall collect reasonable legal fees and costs from the non-prevailing party.

**Agreement:** This Agreement, along with an electronic and written signature shall constitute the entire Agreement. This Agreement supersedes and replaces any and all prior understandings, negotiations, and/or commitments whether written, oral, or implied.

**Indemnification:** Client hereby agrees to hold Agent harmless, to defend and indemnify Agent and its past, present and future directors, officers, shareholders, employees, subsidiaries and successors from any oral or written documents. Agent shall rely solely upon information and documentation provided to Agent by Client and Agent shall not be responsible for the accuracy of any such information or documentation.

**Enforceability authority:** This agreement constitutes the legal, valid and binding obligation of Client and Agent. Client agrees and understands this agreement is with Agent and not the Lender(s).

\_\_\_\_\_ Representative has the right, power and authority to execute, sign and deliver this agreement.

Authority for Client

Print name \_\_\_\_\_

Signature \_\_\_\_\_

Date        /        /       

Authority for Agent

Print name \_\_\_\_\_

Signature \_\_\_\_\_

Date        /        /       

**PLEASE PRINT AND EMAIL TO: [ibrresearchforms@gmail.com](mailto:ibrresearchforms@gmail.com)**

**\*; 63+'435/; 222**

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\*\*\*\*\*Please retain a copy of this agreement for your files.