



**GOD BLESS
RETIREMENT**
BUY OR SELL A BUSINESS

FEE SHARING AGREEMENT

This fee sharing agreement (“Agreement”), dated as of this form's submission (the “Effective Date”), is made and entered into by and between: **GBR Associates, LLC (God Bless Retirement; GBR)**, a Texas limited liability company, with its principal office at 4828 Camp Bowie Blvd, Fort Worth, TX 76107 (“GBR”) and the person's information provided in this form (“Referring Party”), doing business at the address provided in this form. Referring Party and GBR are each a “Party” and together are the “Parties.”

1. Customer.

(a) From time to time, during the term of this Agreement, either Party may introduce to the other one or more prospective clients (each a “Customer”), as defined below. The Party making the introduction shall be the “Referring Party,” and the Party receiving the introduction shall be the “Receiving Party.”

(b) Nothing in this Agreement shall require either Party to make referrals to the other. A Party may, at its sole discretion, make referrals to other potential service providers or brokers, or retain a potential Customer and provide services directly. If, after a referral, a Customer does not wish to receive services from the Receiving Party or otherwise terminates the relationship without interference by the Referring Party, the Referring Party may refer the Customer to another broker or provide services to the Customer directly.

(c) Nothing in this Agreement shall require the Receiving Party to accept any referral from the Referring Party or require the Receiving Party to enter into an agreement with or perform any services on behalf of a referred Customer.

(d) The Referring Party makes no representations or warranties concerning the quality, suitability, or desirability of any Customer referred under this Agreement. It is the sole responsibility of the Receiving Party to determine the suitability of any Customer referred.

(e) All referrals shall be documented in writing and must be sufficient to identify the Customer. Such writing may include (i) email or text message or (ii) any other form of written communication through which the Referring Party introduces the Customer to the Receiving Party.

(f) “Customer” means any entity (however organized) or individual whom the Referring Party has introduced or referred to the Receiving Party pursuant to the terms of this Agreement, for the purpose of entering into an agreement with the Receiving Party in connection with a Sale. For purposes of this Agreement, a Customer shall include both the entity and, where relevant, its equity holders.

(g) “Sale” includes, but is not limited to, a merger, consolidation, recapitalization, corporate restructuring, or any other business combination involving the Customer, and/or a transfer of all or any portion of the assets or ownership of the Customer to any person or entity, including but not limited to the Customer’s owners, immediate family members, affiliates, employees, and employee-related entities such as ESOPs.

2. Limitation of Referral.

If the Receiving Party fails to enter into an agreement with the Customer for the provision of services within twenty-four (24) months of the date of any referral, the obligations with respect to such Customer under this Agreement shall terminate. However, if the Receiving Party enters into an agreement with the Customer within that period, the obligations of the Receiving Party under Section 4, including the payment of fees, shall survive the termination of this Agreement and remain effective for the duration of any agreement between the Receiving Party and the Customer.

3. Fee Sharing Structure

All percentages are based on gross fees received by GBR Associates.
Payments are made within 30 days of GBR's receipt of fees.

FEE DISTRIBUTION BREAKDOWN:

One Referring Party

- 1st Party: 15% of gross fees

Total Distribution: 15%

Two Referring Parties

- 1st Party: 10% of gross fees
- 2nd Party: 5% of gross fees

Total Distribution: 15%

Three Referring Parties

- 1st Party: 10% of gross fees
- 2nd Party: 6% of gross fees
- 3rd Party: 4% of gross fees

Total Distribution: 20%

4. Payment and Calculation.

(a) Payment Timing: GBR shall pay the amount due under Section 3 (the "Referral Fee") within thirty (30) days of receipt of any Fees from the Customer. Payments may be made in one or more installments, as the Fees are received.

(b) Calculation of Referral Fee: The Referral Fee shall be calculated based on the gross Fees actually received by GBR from the Customer, with appropriate percentages allocated to the first, second, and third line Referring Parties, as applicable.

(c) Split Commission Structure: If there are multiple Referring Parties involved in the referral of a Customer, GBR shall calculate and pay the corresponding Referral Fees to each Referring Party in accordance with the percentages outlined in Section 3. In instances where multiple lines of referral are involved, each line shall receive its designated percentage of the Fees, as outlined in the Fee Split section.

(d) Reporting: GBR shall provide a detailed report to each Referring Party at the time of payment, outlining the total gross Fees received from the Customer, the percentage paid to each Referring Party, and the balance retained by GBR.

5. Term.

This Agreement shall become effective on the Effective Date and shall continue until terminated by either Party, upon providing at least thirty (30) days' written notice. Either Party may also terminate this Agreement immediately by providing written notice in the event the other Party is in material default of its obligations under this Agreement.

Termination of this Agreement shall not affect the Referring Party's right to any unpaid Referral Fees accrued prior to the effective date of termination. The Receiving Party's obligations under Section 4 shall survive the termination of this Agreement for the duration of any agreement between the Receiving Party and the Customer.

6. Inspection of Records.

During the term of this Agreement and for two (2) years thereafter, the Referring Party and/or its independent auditors or accountants shall have the right, upon prior notice and at its own expense, to inspect, during ordinary business hours, the relevant books, business records, and other documentation of the Receiving Party that pertain solely to the performance of this Agreement. Such inspections shall be limited to records relating to the calculation and payment of Referral Fees.

7. Non-Interference.

Both Parties agree that they shall not interfere with any closing upon a Sale, nor take any actions that may reasonably be expected to disrupt or endanger the relationship between the Receiving Party and the Customer, including any future clients referred. This non-interference clause extends to all actions that may directly or indirectly threaten the successful completion of a Sale or any other transaction between the Receiving Party and the Customer.

8. Relationship of the Parties.

The relationship between the Parties under this Agreement is that of independent contractors. Nothing in this Agreement, nor any course of dealings between the Parties, shall be construed to create or imply an employment, agency, partnership, or joint venture relationship between the Parties.

Neither Party has the authority to bind or contract any obligation on behalf of the other Party or to incur any liability or make any statements, representations, warranties, or commitments on behalf of the other Party, except as expressly set forth in this Agreement. Each Party shall be responsible for the payment of its own employees' compensation, including withholding income taxes, social security, workers' compensation, and other employment-related benefits.

9. Confidential Information.

(a) **Definition of Confidential Information:** The performance of this Agreement may require one Party to disclose confidential and/or sensitive information to the other. The Party disclosing such information is the "Disclosing Party," and the Party receiving such information is the "Receiving Party." "Confidential Information" includes, but is not limited to:

- (i) Information concerning a Party's or Customer's services, business, and operations, including business plans, financial records, customer details, suppliers, vendors, strategies, intellectual property, trade secrets, pricing, and other non-public information disclosed by the Disclosing Party;
- (ii) The terms of any agreement between the Parties, including this Agreement, and related discussions, negotiations, and proposals;
- (iii) Any other non-public information provided by the Disclosing Party or the Customer in connection with this Agreement, including financial, technical, and business information.

(b) **Obligations Regarding Confidential Information:** The Receiving Party shall maintain the confidentiality of the Confidential Information, using no less than a reasonable degree of care, and shall only disclose it to its employees, agents, or contractors who need access to such information for the purposes of this Agreement. These individuals must be bound by confidentiality obligations no less restrictive than those outlined in this Agreement.

(c) **Exceptions:** The Receiving Party shall have no obligations to preserve the confidentiality of any information that:

- (i) Was already lawfully in the Receiving Party's possession before receipt from the Disclosing Party;
- (ii) Becomes publicly available through no fault of the Receiving Party;
- (iii) Is lawfully provided to the Receiving Party by a third party without confidentiality obligations;
- (iv) Is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information, as evidenced by documentation; or
- (v) Is disclosed with the prior written approval of the Disclosing Party.

(d) **Legal Disclosure:** If the Receiving Party is required by law to disclose any Confidential Information, it shall, unless prohibited by law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party or the Customer an opportunity to seek a protective order or other relief. If disclosure is

required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is legally required to disclose.

(e) **Unauthorized Disclosure:** If the Receiving Party becomes aware of any unauthorized use or disclosure of Confidential Information, it shall immediately notify the Disclosing Party and take all reasonable actions to prevent further unauthorized use or disclosure.

(f) **Return of Confidential Information:** Upon request by the Disclosing Party, the Receiving Party shall promptly return or certify the destruction of all copies of the Confidential Information. The confidentiality obligations of the Receiving Party shall survive for three (3) years after the termination of this Agreement. However, any information that constitutes a trade secret shall remain confidential indefinitely, until it no longer qualifies as a trade secret under applicable law.

10. Solicitation.

Neither Party shall, for three (3) years after any referral made under this Agreement, directly or indirectly solicit, induce, or cause any Customer to terminate, reduce, or refrain from renewing or extending its contractual or other business relationship with the other Party. This non-solicitation clause applies whether the solicitation or inducement is direct or through an affiliate, agent, or other third party.

11. Notices.

All notices or other communications required or permitted under this Agreement shall be deemed effective when received and made in writing by either (1) email, (2) hand delivery, (3) registered mail, (4) certified mail, return receipt requested, or (5) overnight mail. Notices should be addressed to the Party to be notified at the address provided at the beginning of this Agreement or to such other address as a Party may designate by written notice.

12. Representations and Warranties.

Each Party represents and warrants to the other Party that:

(a) It is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of its jurisdiction of incorporation or organization;

(b) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;

(c) The execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of the Party;

(d) When executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms; and

(e) Entering into this Agreement will not violate or breach any other third-party agreement involving the Party.

13. Indemnification.

Each Party (the “Indemnifying Party”) agrees to indemnify, defend (with counsel selected by the Indemnified Party), and hold harmless the other Party, its officers, directors, employees, agents, successors, and assigns (the “Indemnified Party”) from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind, including reasonable attorneys’ fees, and consultant or expert witness fees (“Losses”), arising out of or in connection with:

(a) Any third-party claim, suit, action, or proceeding related to the breach of this Agreement by the Indemnifying Party;

(b) Breach of any representation or warranty by the Indemnifying Party;

(c) Gross negligence or intentional misconduct of the Indemnifying Party, its representatives, agents, officers, employees, or contractors; and

(d) The performance of any services by the Indemnifying Party to the Customer.

However, the Indemnifying Party shall not be liable for any Losses caused by the (i) gross negligence, (ii) willful misconduct, or (iii) sole negligence of the Indemnified Party.

14. Surviving Rights.

All indemnities, warranties, and obligations shall survive the expiration or termination of this Agreement to the extent necessary for their full observance and performance. Specifically, the provisions of Sections 4 (Payment and Calculation), 9 (Confidential Information), 10 (Solicitation), and 13 (Indemnification) shall survive the termination of this Agreement.

15. Miscellaneous.

(a) **Entire Agreement and No Third-Party Beneficiaries.** This Agreement, including any documents incorporated herein, constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral, related to its subject matter. Except with respect to Paragraph 9 (Confidential Information), this Agreement is for the sole benefit of the Parties and their permitted successors and assigns. No third-party beneficiaries are intended.

(b) **Amendment and Modification; Waiver.** This Agreement may only be amended, modified, or supplemented by a written agreement signed by both Parties. No waiver of any provision of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party waiving the provision. No failure to exercise or delay in exercising any rights or remedies under this Agreement shall

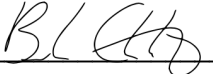
operate as a waiver of such rights or remedies, nor shall any single or partial exercise of any right preclude further exercise of any other rights or remedies.

(c) **Severability.** If any provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. The Parties agree to negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that most closely approximates the original intent of the Parties.

(d) **Governing Law; Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law principles. Any disputes arising under or related to this Agreement shall be resolved in the state or federal courts located in Dallas County, Texas. Both Parties consent to the jurisdiction and venue of such courts. **The Parties hereby waive any right to a trial by jury** in any dispute arising out of or directly related to this Agreement.

GBR Associates, LLC:

By: Brandon Chicotsky, Ph.D.
Its: Principal

Signature _____ 

Receiving Party

By: _____

Signature _____

Date _____

Phone: _____

Email: _____