

DealFlowAgent Referral Partner Agreement

*This is the Master Agreement. It applies to every Referral Partner, in every jurisdiction. The jurisdiction-specific regulatory terms, governing law, and dispute resolution mechanism are set out in either **Schedule UK-R (United Kingdom)** or **Schedule US-R (United States)**, the applicable one of which is attached to, countersigned with, and forms an inseparable part of this Agreement.*

Parties

This Agreement is made between:

DealFlowAgent — BTB Holdings Ltd, trading as DealFlowAgent (DFA), a company incorporated in England and Wales under company number 15460344, whose registered office is at 167 Great Portland Street, London, W1W 5PF, United Kingdom ("**DFA**", "**we**", "**us**");

and

Referral Partner — the Party identified below (the "**Partner**", "**you**):

Legal name: _____

Entity type: _____

Registration number / state of formation (if applicable): _____

Registered / principal address: _____

Applicable Regulatory Schedule (tick one): Schedule UK-R — United Kingdom
Schedule US-R — United States Both UK-R and US-R (Partner operates in both jurisdictions)

Effective date: _____ (date of last signature)

Each a "**Party**" and together the "**Parties**".

Background

(A) DFA is a specialist M&A advisory firm that provides sell-side mergers and acquisitions advisory services to founder-led SMEs, typically with £2m–£20m / \$2m–\$20m annual revenue.

(B) The Partner has access to, or a relationship with, individuals or entities that may benefit from DFA's services and wishes to introduce such individuals or entities to DFA in exchange for a referral fee on the terms set out in this Agreement.

(C) The Parties intend that the Partner acts as a **passive introducer only** and does not engage in any regulated activity under the laws of any jurisdiction. The specific regulatory framework that applies to the Partner's jurisdiction is set out in the applicable Regulatory Schedule.

1. Definitions

Agreement — this Master Agreement together with any Regulatory Schedule ticked above.

Ambient Referral — a Qualifying Introduction that is **not** a Direct Introduction (see clause 5.5). Entitles the Partner to the 15% tier Referral Fee.

Attribution Window — a period of eighteen (18) months commencing on the date DFA acknowledges a Qualifying Introduction in writing under clause 5.3.

Client — a business owner, shareholder, or company that signs a DFA Engagement Letter for M&A sell-side advisory services following a Qualifying Introduction from the Partner.

Client Transaction — the closed sale, merger, or other completed transaction effected by DFA on behalf of a Client, pursuant to which DFA becomes entitled to a Success Fee.

DFA Engagement Letter — DFA's written mandate with a Client to act as sell-side M&A adviser.

Direct Introduction — a Qualifying Introduction that additionally meets the requirements of clause 5.5 (three-way written introduction directly addressing both the business owner and DFA). Entitles the Partner to the 20% tier Referral Fee. Referred to on DFA marketing materials as a "Direct Introduction" or "Warm Written Introduction".

Introduction — the act of introducing a prospective Client to DFA in accordance with clause 5.

Qualifying Introduction — an Introduction that (i) is submitted in writing via email, LinkedIn, WhatsApp, SMS, or the DFA Introduction Form, (ii) identifies a specific named business owner and company, (iii) is acknowledged by DFA in writing under clause 5.3, and (iv) is not on DFA's prior pipeline under clause 5.4.

Referral Fee — the fee payable by DFA to the Partner under clause 6.

Regulatory Schedule — Schedule UK-R or Schedule US-R, being the jurisdiction-specific regulatory rider attached to this Agreement.

Success Fee — the fee DFA is contractually entitled to receive from a Client on completion of a Client Transaction, calculated on the tiered fee schedule set out in Schedule 1 applied to the actual enterprise value or consideration at completion.

Business Day — a day (other than a Saturday, Sunday, or public holiday) on which banks are open for general business in London, United Kingdom, or, where the Partner is based in the United States, in New York, New York.

Applicable Law — the laws, rules, and regulations of the jurisdiction(s) in which the Partner is resident, domiciled, registered, or carries on business.

2. Role of the Partner — Passive Introducer

2.1 The Partner's role under this Agreement is limited to the making of Introductions. The Partner is a **passive introducer only**.

2.2 The Parties intend that the Partner's activities under this Agreement fall wholly outside any regulated activity in the Partner's jurisdiction, and that the Partner is not required to be authorised, registered, or licensed by any financial-services, securities, broker-dealer, business-broker, real-estate, or comparable regulator in any jurisdiction in order to perform its obligations under this Agreement. The specific regulatory basis on which the Partner relies is set out in the applicable Regulatory Schedule.

2.3 The Partner shall **not**, in respect of any Introduction, any Client, any Client Transaction, or any other prospect or counterparty under this Agreement:

(a) negotiate or purport to negotiate any commercial, financial, or legal terms of any proposed transaction on behalf of any Party;

(b) hold itself out as a broker, dealer, investment adviser, business broker, M&A adviser, corporate finance adviser, financial promoter, or FCA-authorised / FINRA-registered / SEC-registered / state-licensed person in respect of any Introduction;

(c) handle, receive, custody, direct, transfer, or take an interest in any Client funds, escrow monies, deal consideration, or Success Fee payable to DFA;

(d) provide any advice to any prospective Client, business owner, or Buyer on the merits, value, timing, structuring, terms, or advisability of any proposed transaction or investment;

(e) issue, produce, distribute, or approve any financial promotion, offering memorandum, investment teaser, information memorandum, or equivalent document, save for generic marketing materials produced by DFA and shared with the business owner's permission;

(f) introduce prospects whose sole asset or business purpose is the issuance of securities, or prospects that would constitute a "shell company" or pooled-investment vehicle under the laws of any relevant jurisdiction;

(g) solicit any passive investor, private-placement subscriber, or limited-partner investor on behalf of DFA, any Client, or any third party;

(h) make any statement, representation, or warranty on behalf of DFA that DFA has not authorised in writing; or

(i) engage in any activity that would, or would reasonably be expected to, cause the Partner or DFA to be in breach of Applicable Law or the applicable Regulatory Schedule.

2.4 The Partner acknowledges that the restrictions in clause 2.3 are fundamental to the passive-introducer positioning of this Agreement. A material breach of clause 2.3 entitles DFA to terminate this Agreement immediately under clause 17.3 and to withhold all further Referral Fees (without prejudice to Referral Fees already earned in respect of Qualifying Introductions acknowledged before the breach).

2.5 Nothing in this Agreement creates a partnership, joint venture, agency, employment, or fiduciary relationship between the Parties. The Partner is acting as an independent contractor.

3. DFA's Services

3.1 Following a Qualifying Introduction, DFA will at its reasonable discretion:

(a) conduct initial qualification of the business owner;

(b) if appropriate, offer to enter into a DFA Engagement Letter with the business owner on terms DFA determines;

(c) if engaged, provide sell-side M&A advisory services including (without limitation) preparation of transaction documentation, buyer outreach, negotiation support, and deal execution.

3.2 DFA is under no obligation to accept any Introduction, to pitch any introduced business owner, to enter into a DFA Engagement Letter with any introduced business owner, or to complete any Client Transaction. DFA's decisions on pitching, mandating, and deal execution are reserved to DFA in its sole commercial discretion.

3.3 DFA will keep the Partner reasonably informed of the status of each Qualifying Introduction at no less than monthly intervals until the earlier of (i) the Client Transaction closing, (ii) the expiry of the Attribution Window without a DFA Engagement Letter being signed, or (iii) DFA ceasing to pursue the prospect.

4. Partner Obligations

4.1 The Partner shall:

- (a) only make Introductions to business owners or entities that the Partner reasonably believes may have a genuine interest in exploring a sale or equivalent M&A transaction;
 - (b) use only truthful, fair, and non-misleading statements when describing DFA or DFA's services;
 - (c) disclose its commercial relationship with DFA (i.e. that it may receive a Referral Fee) to any prospective Client at the point of Introduction where Applicable Law or the Partner's professional ethics rules require such disclosure;
 - (d) comply with the applicable Regulatory Schedule at all times; and
 - (e) keep DFA promptly informed of any matter that may affect the Partner's ability to perform this Agreement, including any regulatory investigation, sanctions listing, or bankruptcy or insolvency event.
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5. Introductions — Process and Attribution

5.1 Form of Introduction. All Introductions must be made in writing. DFA will accept an Introduction made by email to referrals@dealflowagent.com, by LinkedIn direct message, by WhatsApp or SMS, or by submission of the DFA Introduction Form. Oral-only introductions do not qualify.

5.2 Required contents. An Introduction must, as a minimum, identify (a) the name of the business owner, (b) the name of the company, (c) the sector / industry, (d) the Partner's best estimate of annual revenue, and (e) a brief description of why the Partner believes the owner may be open to a sale.

5.3 Acknowledgement. DFA will confirm receipt in writing within five (5) Business Days, stating either: (A) "Qualifying Introduction acknowledged — Attribution Window commences [date]", (B) "Already in DFA pipeline — see clause 5.4", or (C) "Declined — reason".

5.4 Prior-pipeline exclusion. An Introduction is not a Qualifying Introduction if, at the date of Introduction, DFA has already made documented outbound contact with the business owner or the company within the prior twelve (12) months. Where such prior contact has lapsed without substantive response for sixty (60) consecutive days or more and DFA had not signed a DFA Engagement Letter with the business owner, the lead will be treated as re-engageable and the Partner's Introduction shall qualify.

5.5 Direct Introduction (20% tier). A Qualifying Introduction qualifies for the Direct Introduction tier (20% Referral Fee) only where the Partner sends a single email, LinkedIn message, WhatsApp message, or SMS that:

- (a) is addressed to, or expressly copies, the business owner AND DFA (typically referrals@dealflowagent.com or a named DFA contact) in the same message thread;
- (b) expressly recommends that the business owner speak with DFA about a potential sale;
- (c) briefly introduces DFA or the DFA contact; and
- (d) is sent by the Partner in the ordinary course (i.e. not forwarded from a third party).

The Partner must copy referrals@dealflowagent.com on such message at the time of sending, so that DFA has a contemporaneous written record. The Direct Introduction test is objective: either the message exists as described in 5.5(a)–(d), or it does not. No discretion applies.

5.6 Attribution disputes. Where a business owner is introduced by more than one source, DFA shall, acting reasonably and in good faith, review the written record within five (5) Business Days and make a fair allocation of the Referral Fee. Where appropriate DFA may allocate the Referral Fee in part to the Partner.

6. Referral Fees

6.1 Subject to the terms of this Agreement, DFA shall pay the Partner a Referral Fee on each Client Transaction completed with a Client introduced by the Partner via a Qualifying Introduction within the Attribution Window.

6.2 The Referral Fee is:

- (a) **Ambient Referral Tier — 15% of the Success Fee** — for every Qualifying Introduction that is not a Direct Introduction;
- (b) **Direct Introduction Tier — 20% of the Success Fee** — for every Qualifying Introduction that meets clause 5.5.

6.3 The Success Fee is calculated on the DFA fee schedule at Schedule 1, applied against the actual enterprise value or consideration at completion of the Client Transaction as defined in the DFA Engagement Letter.

6.4 For the avoidance of doubt, the Referral Fee applies **only** to the Success Fee. It does **not** apply to any retainer, project fee, work product fee, information memorandum build fee, data room setup fee, monthly retainer, documentation package, or ancillary charge DFA invoices to the Client.

6.5 Illustrative worked examples are set out in Schedule 2. Schedule 1 and Schedule 2 are common to both Regulatory Schedules and denominated in the currency of the Client Transaction (GBP for UK-mandated deals; USD for US-mandated deals).

7. Attribution Window and Tail

7.1 The Partner is entitled to a Referral Fee where the Client signs a DFA Engagement Letter at any time during the Attribution Window (eighteen (18) months from the date DFA acknowledges the Qualifying Introduction under clause 5.3).

7.2 Once a DFA Engagement Letter has been signed with a Client within the Attribution Window, the Partner's entitlement to the Referral Fee survives regardless of how long the Client Transaction itself takes to complete, provided the engagement (or any successor engagement covering substantially the same proposed sale) is not terminated and then re-originated by an unrelated third party.

7.3 If no DFA Engagement Letter is signed with the introduced business owner within the Attribution Window, no Referral Fee is payable, and the Partner's rights in respect of that Introduction lapse. If the same business owner re-approaches DFA more than six (6) months after Window expiry via an independent route, DFA is under no obligation to pay a Referral Fee unless the Partner submits a fresh Qualifying Introduction at that time.

8. Payment

8.1 **Invoicing.** The Partner shall invoice DFA for each Referral Fee within thirty (30) days of the Client Transaction closing. DFA will reasonably assist the Partner in preparing such invoice, including providing the Partner with the final Success Fee amount and the agreed Referral Fee calculation.

8.2 **Payment terms.** DFA shall pay each valid Referral Fee invoice within **fourteen (14) calendar days** of the later of (i) DFA's receipt of the corresponding Success Fee from the Client in cleared funds, and (ii) DFA's receipt of the Partner's valid invoice.

8.3 **Pay-when-paid.** If DFA does not receive the Success Fee from the Client, no Referral Fee is payable to the Partner in respect of that Client Transaction. If a Success Fee is partially received, the Referral Fee is paid *pro rata* on the amount actually received.

8.4 **Clawback.** If the Client becomes entitled to a refund of all or part of the Success Fee and DFA refunds such amount, the Partner shall refund the proportionate Referral Fee to DFA within fourteen (14) calendar days of DFA's written request.

8.5 **Tax.** Referral Fees are inclusive of any sales tax, VAT, or equivalent tax where the Partner is registered for such tax. The Partner is solely responsible for its own income, profits, employment, self-employment, and withholding tax obligations in respect of Referral Fees. Specific tax-documentation requirements (e.g. Form W-9, Form W-8BEN, VAT registration) are set out in the applicable Regulatory Schedule.

8.6 **Method.** Payment shall be made by electronic transfer to the bank account the Partner nominates in writing. Currency of payment follows the currency of the corresponding Success Fee (GBP or USD).

9. Non-Exclusivity

9.1 This Agreement is non-exclusive. The Partner may refer business owners to other M&A advisers, brokers, or professionals. DFA may receive referrals from any number of other referral partners.

9.2 Nothing in this Agreement prevents the Partner from continuing its own business activities, including its own M&A, advisory, brokerage, investment, or operating activities, provided it complies with clauses 10 (Non-Circumvention) and 11 (Confidentiality).

10. Non-Circumvention

10.1 During the term of this Agreement and for twenty-four (24) months after termination, the Partner shall not, directly or indirectly, and shall procure that its affiliates and any of its personnel who had access to information about a Qualifying Introduction or Client shall not:

(a) solicit any Client introduced by the Partner to DFA under this Agreement, for the purpose of providing competing sell-side M&A advisory services in respect of substantially the same transaction or a materially similar transaction;

(b) use any confidential information received from DFA (including the identity of Buyers, Buyer mandates, or the terms of any pending transaction) to pitch, solicit, or transact with such Buyers or Clients in a way that deprives DFA of the Referral Fee or the Client Transaction; or

(c) encourage any Client to terminate or avoid its DFA Engagement Letter in favour of a competing adviser.

10.2 This clause is mutual. DFA shall not bypass the Partner by negotiating directly with prospective co-sources of a Qualifying Introduction in a manner that deprives the Partner of its Referral Fee within the Attribution Window.

10.3 Clause 10.1 does not prevent the Partner from providing services to a business that DFA has declined to pitch or mandate, provided that such services do not undermine any Client Transaction DFA is actively pursuing.

11. Confidentiality

11.1 Each Party shall treat as confidential all non-public information it receives from or about the other Party, any Client, any prospective Client, any Buyer, or any Buyer mandate,

including (without limitation) the identities of parties to a prospective transaction, the terms of any proposed or completed transaction, fee schedules, and commercial strategies.

11.2 The Partner shall not disclose the identity of any Client or any prospective Buyer, the existence of any DFA Engagement Letter, or the terms of any proposed or completed Client Transaction, save as required by law or regulatory authority and after, where legally permitted, giving DFA prior written notice.

11.3 This clause 11 survives termination of this Agreement for twenty-four (24) months from termination, and indefinitely with respect to personal data and information that remains materially non-public at that time.

12. Warranties and Representations (General)

12.1 The Partner represents and warrants to DFA, on the Effective Date and on the date of each Qualifying Introduction, that:

(a) it has full capacity and authority to enter into and perform this Agreement and the person signing has been duly authorised to bind the Partner;

(b) its entry into and performance of this Agreement do not and will not breach any Applicable Law, any contract to which it is a party, any professional ethics rule applicable to it, or any licence, authorisation, or consent held by it;

(c) all information it provides to DFA in respect of each Introduction is true, accurate, and not misleading in any material respect as at the date provided;

(d) it has not offered, paid, promised, or authorised any financial or other advantage to any person to induce them to act improperly, and its activities under this Agreement will not involve any such conduct;

(e) it is not subject to any outstanding regulatory investigation, sanctions listing, bankruptcy or insolvency proceeding, or criminal conviction that, if disclosed, would in DFA's reasonable view make the Partner unsuitable to act as a referral partner; and

(f) it complies, and will continue to comply, with the representations, warranties, and undertakings set out in the applicable Regulatory Schedule.

12.2 Jurisdiction-specific representations and warranties are set out in the applicable Regulatory Schedule.

13. Regulatory Compliance

13.1 The Partner's activities under this Agreement are governed by the applicable Regulatory Schedule. The Regulatory Schedule contains the specific regulatory framework, exemptions, warranties, and undertakings that apply to the Partner.

13.2 Where the Partner ticks both Schedule UK-R and Schedule US-R (because it operates in both jurisdictions), the Partner shall comply with **both** Schedules in respect of the relevant Introductions. For any given Introduction, the applicable Schedule is that of the jurisdiction in which the introduced business owner or company is domiciled or principally operates.

13.3 DFA makes no representation to the Partner about the legal or regulatory position of the Partner in any jurisdiction. The Partner is solely responsible for satisfying itself that its participation in this Agreement is lawful and permitted under all laws and professional ethics rules applicable to it, and for obtaining any authorisation, registration, or licence required.

14. Use of Names, Marks, and Marketing

14.1 Each Party may refer to the other by name in good-faith marketing communications, subject to accuracy and with reasonable notice where a named endorsement or logo is used.

14.2 Neither Party may use the other's name, logo, or trade marks in a manner that: (a) is false, misleading, or derogatory; (b) suggests a relationship that does not exist; or (c) gives regulated-sounding assurances that the relevant Party is not permitted to give.

14.3 Either Party may require the other to cease use of its name or marks by written notice, provided that reasonable time is allowed to update existing materials.

15. Limitation of Liability

15.1 Nothing in this Agreement limits or excludes either Party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) any breach of clauses 10 (Non-Circumvention) or 11 (Confidentiality); (d) any breach of clause 2.3 (Partner conduct restrictions); or (e) any liability that cannot lawfully be limited or excluded.

15.2 Subject to clause 15.1, neither Party shall be liable to the other for any indirect, consequential, special, or punitive loss, loss of profit, loss of anticipated savings, loss of business opportunity, or loss of reputation, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise.

15.3 Subject to clauses 15.1 and 15.2, the maximum aggregate liability of each Party in respect of all claims arising under or in connection with this Agreement is **capped at the amount set out in the applicable Regulatory Schedule**.

16. Term and Termination

16.1 This Agreement commences on the Effective Date and continues until terminated in accordance with this clause 16.

16.2 Either Party may terminate this Agreement for convenience by giving thirty (30) days' written notice to the other.

16.3 Either Party may terminate this Agreement immediately by written notice if the other Party: (a) commits a material breach that is not remedied within twenty-one (21) days of notice requiring remedy; (b) becomes insolvent, enters administration, goes into liquidation, has a receiver or equivalent appointed, or undergoes any analogous event under the laws of its jurisdiction; or (c) becomes subject to any criminal conviction, sanctions listing, or regulatory censure that, in the terminating Party's reasonable view, is incompatible with continuation of the Agreement.

16.4 **Survival.** On termination for any reason, the following clauses survive: clauses 6 (Referral Fees), 7 (Attribution Window and Tail), 8 (Payment), 10 (Non-Circumvention), 11 (Confidentiality), 12 (Warranties), 13 (Regulatory Compliance), 15 (Limitation of Liability), 16.4, and the governing-law and dispute-resolution provisions of the applicable Regulatory Schedule. Referral Fees on Qualifying Introductions acknowledged before termination remain payable under the Attribution Window as if the Agreement were continuing.

17. Notices

17.1 Notices under this Agreement must be in writing and sent by email, with delivery deemed to occur on the next Business Day after sending, to:

Party	Address
DFA	Joe Lewin, CEO — joe@dealfloagent.com — with a courtesy copy to referrals@dealfloagent.com
Partner	Name: _____ Email: _____

17.2 Either Party may update its notice address by written notice to the other.

18. Data Protection

18.1 Each Party shall process personal data about the other Party's personnel, Clients, and prospective Clients in accordance with the data-protection laws applicable to it. The specific data-protection regime (UK GDPR / Data Protection Act 2018 in the UK; CCPA/CPRA and applicable state/federal laws in the US) is addressed in the applicable Regulatory Schedule.

18.2 Each Party shall maintain reasonable technical and organisational security measures to protect personal data from unauthorised access, loss, or disclosure.

19. Governing Law and Dispute Resolution

19.1 The governing law, jurisdiction, and dispute resolution mechanism that apply to this Agreement are set out in the applicable Regulatory Schedule.

19.2 Where the Partner has ticked both Schedule UK-R and Schedule US-R, the governing law and dispute resolution mechanism for any given dispute shall be that of the jurisdiction of the introduced business owner's domicile or principal place of business at the date the relevant Qualifying Introduction was acknowledged.

20. Miscellaneous

20.1 **Entire agreement.** This Agreement (together with the applicable Regulatory Schedule and Schedules 1, 2, and 3) constitutes the entire agreement between the Parties in respect of its subject matter and supersedes all prior understandings.

20.2 **No assignment.** Neither Party may assign this Agreement without the other's prior written consent, save that either Party may assign to a successor entity in the context of a bona fide corporate reorganisation.

20.3 **Variation.** Any variation must be in writing and signed by both Parties.

20.4 **Severability.** If any provision is held to be unenforceable, the remaining provisions continue in full force.

20.5 **Counterparts.** This Agreement may be signed in counterparts, including by electronic signature (DocuSign, PandaDoc, or equivalent), each of which is an original and together one instrument.

20.6 **Waiver.** No failure or delay to enforce a right under this Agreement constitutes a waiver of that right.

Signatures

For BTB Holdings Ltd (DealFlowAgent)

Name: **Joe Lewin**

Title: **Chief Executive Officer**

Signature: _____

Date: _____

For the Partner

Name: _____

Title: _____ Entity: _____ Registration /
State of formation (if applicable): _____ Signature: _____ Date:

Schedule 1 — DFA Success Fee Schedule

The Success Fee DFA charges the Client is calculated on a tiered "waterfall" basis against the actual enterprise value or consideration received at completion of the Client Transaction, applied separately within each band. Currency follows the currency of the underlying Client Transaction (GBP for UK-mandated deals; USD for US-mandated deals). Percentages are identical in each currency.

Transaction Value Band	Success Fee Rate
First £1,000,000 / \$1,000,000	5.0%
£1,000,001 – £2,000,000 / \$1,000,001 – \$2,000,000	4.0%
£2,000,001 – £5,000,000 / \$2,000,001 – \$5,000,000	3.0%
£5,000,001 – £10,000,000 / \$5,000,001 – \$10,000,000	2.5%
£10,000,001 – £15,000,000 / \$10,000,001 – \$15,000,000	2.0%
£15,000,001 – £30,000,000 / \$15,000,001 – \$30,000,000	1.5%
£30,000,001 – £100,000,000 / \$30,000,001 – \$100,000,000	1.0%

The Partner's Referral Fee is 15% (Ambient Referral) or 20% (Direct Introduction) of the Success Fee so calculated.

Schedule 2 — Worked Examples

Illustrative only. Not a promise of any particular outcome.

Example A — £3,000,000 all-share sale (canonical computation, GBP):

Band	Value in band	Rate	Success Fee in band
£0–£1m	£1,000,000	5.0%	£50,000
£1m–£2m	£1,000,000	4.0%	£40,000
£2m–£3m	£1,000,000	3.0%	£30,000
Total Success Fee	£3,000,000	—	£120,000
Ambient Referral (15%)	—	—	£18,000
Direct Introduction (20%)	—	—	£24,000

Example B — £5,000,000 transaction: Success Fee = £50k + £40k + (£3m × 3%) = £180,000. Ambient £27,000 / Direct £36,000.

Example C — £8,000,000 transaction: Success Fee = £50k + £40k + £90k + (£3m × 2.5%) = £255,000. Ambient £38,250 / Direct £51,000.

Example D — £12,000,000 transaction: Success Fee = £50k + £40k + £90k + £125k + (£2m × 2.0%) = £345,000. Ambient £51,750 / Direct £69,000.

Example E — £20,000,000 transaction: Success Fee = £50k + £40k + £90k + £125k + £100k + (£5m × 1.5%) = £480,000. Ambient £72,000 / Direct £96,000.

USD examples work identically, substituting \$ for £ at the same percentages.

Schedule 3 — DFA Introduction Form

To submit an Introduction, email referrals@dealflowagent.com with the subject "DFA Referral — [Company Name]" and include:

1. **Partner name and company:**
2. **Business owner full name:**

3. **Company legal name and trading name:**
4. **Sector:**
5. **Estimated annual revenue:**
6. **Brief context on why the owner may be open to a sale (2–3 sentences):**
7. **Introduction tier being claimed:** Ambient Referral (15%) Direct Introduction (20%)
8. **If Direct Introduction** — please copy referrals@dealflowagent.com on the three-way message at the point of sending.
9. **Any sensitivity around approach (e.g. "owner is discreet and does not want any email from a new domain")?**

DFA will acknowledge within 5 Business Days per clause 5.3.
