



Referral Associate Fee Agreement

This letter agreement (this "Agreement") sets forth the terms and conditions of the agreement between ("Referral Associate") and ECP Ventures, LLC (the "Company") regarding Referral Associate's performance of Services (as defined below) and Company's payment of Referral Fees (as defined below) to Referral Associate for such Services.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Referral Associate and Company hereby agree as follows:

1. **Term.** This Agreement shall have a term of one (1) year ("Term") commencing on the date this Agreement is signed by the Referral Associate, however, either party may terminate this Agreement at any time upon ten (10) days prior written notice thereof to the other party. In the event neither party has issued the ten-day written notice to terminate by the end of the initial Term, this Agreement shall be automatically extended for successive one-year Terms on the date that any previous Term expires.

Referral Associate shall be entitled to receive compensation for any transaction completed by the Company during the active period of this agreement and for one year following any termination of this Agreement on all transactions completed by Company which was the direct result of a documented referral by the Referral Associate.

2. **Services.** During the Term, Referral Associate shall use good faith efforts to find and introduce to the Company third parties (each, a "Third Party") who may be interested in entering into a sales listing agreement with the Company. In performing such services (the "Services"), Referral Associate shall adhere to the reasonable policies and procedures of the Company to enhance and protect the Company's image.

3. **Compensation.** If Referral Associate refers a Person(s) as a potential Seller(s) and Company finalizes a sales transaction in which the introduced Person(s) acts as a Seller(s) with a third party, and if Company collects a fee for having assisted in the sales transaction, then Referral Associate shall be entitled to and shall receive \$100,000.00 as a referral fee for each successful referral.

This is for anyone that refers a high quality – high integrity client to us and we successfully close their business sales transaction. A high-quality client is defined as any client with annual revenues of \$5,000,000 or above and a reasonable level of profitability.

4. **Confidentiality, Non-Disclosure and Non- Circumvention.** Referral Associate agrees not to disclose any confidential information that may be disclosed to Referral Associate as a result of contact with any Third Party or the Company. The Company agrees not to make any attempt to circumvent the Referral Associate with any Third Party introduced by the Referral Associate to avoid payment of referral fees.

5. **General.** This Agreement contains the entire agreement between the parties concerning the subject matter hereof. This Agreement may only be amended in writing and signed by both parties. No waiver shall be deemed to have occurred under this Agreement unless set forth in a writing executed by the waiving party. This Agreement may not be assigned without the written consent of the non-assigning party.



This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives and successors and permitted assigns. The Company agrees that it shall conduct its business through the Company and shall not form or use any other corporation, firm, organization, or entity for the purpose of hindering, delaying or otherwise interfering with the payment of fees to Referral Associate. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The parties hereby consent to the exclusive jurisdiction of the federal and state courts situated in Texas, for the resolution of any claim or controversy hereunder.

Please confirm that the foregoing correctly sets forth our Agreement by signing where indicated below and returning this Agreement to the undersigned.

Very truly yours,

Cliff W. Gardner
ECP Ventures

Signature: _____

ACCEPTED AND AGREED:

Referral Associate:

Signature: _____

Printed Name: _____

Date: _____

Address: _____

Email: _____

Cell Phone: _____

W9: Please provide a completed W9 at the time of your first transaction closing.



ECP VENTURESSM
Exemplary Client Performance