Broker Referral Fee and Mutual Confidentiality Agreement

HIGHER DIMENSION SERVICES LLC

This agreement establishes a 50/50 split of eligible fees on accepted referrals, protects confidential information and introductions, and sets the process for documenting each opportunity. Complete the party information, sign this agreement, and approve a separate Referral Schedule before proceeding with an opportunity.

Effective date: _____

HDS: Higher Dimension Services LLC, represented by Alfred Dukes, Owner
Address: 1001 West NASA Parkway, Webster, Texas 77598
Notice email: info@higherdimensionservices.org

Partner legal name: _____
Entity type and jurisdiction: _____
Representative and title: _____
Address: _____
Notice email: _____
Applicable license or registration details, if any: _____

1 Purpose and independent roles

Partner introduces prospective buyers, sellers, borrowers, or other clients worldwide. HDS provides capital readiness, document preparation, screening, coordination, and permitted introductions to potential lenders, investors, buyers, sellers, or service providers. Each party acts independently and has no authority to bind the other, promise approval, accept client funds on the other's behalf, or represent itself as the other's employee or agent. This agreement creates no partnership, joint venture, exclusivity, or obligation to accept an opportunity.

2 Written referral acceptance

Partner must provide the client's legal name, authorized contact, consent to share information, and a brief documented request. A referral becomes an Accepted Referral only when both parties approve the Referral Schedule by signature or express email acceptance identifying that schedule. Silence is not acceptance. HDS will respond within five business days where practicable. A claimed pre-existing active relationship or duplicate referral must be disclosed with reasonable supporting records before acceptance; any allocation must be agreed in writing. A general database entry alone does not establish an active relationship.

3 Eligible fees and the 50 50 split

For each Accepted Referral, HDS and Partner each receive 50% of the Eligible Fees actually received by either party or its controlled affiliate, unless a later signed Referral Schedule expressly states otherwise. Eligible Fees are only the fee categories and payer identified in that schedule. Funding proceeds, asset sale proceeds, client principal, taxes collected for government, and reimbursed third-party expenses are not fees. HDS readiness, document preparation, or advisory retainers are excluded unless expressly included in the schedule. No deduction for overhead, staff costs, marketing, or other broker payments is allowed unless both parties approve the specific deduction in writing before it is incurred. Third-party fee rights require that third party's separate written agreement.

4 Payment and accounting

The receiving party must notify the other within two business days after receiving an Eligible Fee and pay the other's undisputed 50% share within three business days after cleared, available funds are received, together with a statement showing the payer, gross receipt, approved deductions, currency, exchange calculation if any, and amount due. Fees received in installments are split as each installment clears. No fee is due solely because an introduction, approval, term sheet, or closing occurs without an Eligible Fee being received. The receiving party must not intentionally divert, waive, relabel, or postpone fees to defeat the agreed split; any compromise affecting the other party's share requires written consent.

Payments will be made in the receipt currency unless the schedule specifies another currency and an agreed conversion method. Any legally required withholding must be documented with the relevant certificate; optional deductions are not permitted. Each party bears its own taxes. Payment instructions must be verified through an established contact channel. Do not place banking credentials or sensitive account information in the Referral Schedule.

A documented refund or chargeback reduces both shares proportionately. A party that already received an excess share must return it within ten business days after supporting evidence is supplied. Each party will retain fee and acceptance records for three years after final payment and, on reasonable written request, provide redacted evidence sufficient to verify the split. Once annually, the other party may use an independent accountant bound by confidentiality to review relevant records, at its expense unless an underpayment exceeding 5% is established, in which case the responsible party pays reasonable review costs.

5 Service timing and written fee protection

The written protection under this agreement concerns the contractual division and payment of lawful Eligible Fees. It does not guarantee funding, a sale, investor interest, transaction completion, or collection from a third party. Certain services may offer a client payout within 24–48 hours after approval, completed documentation, and satisfaction of all provider conditions; no such timing is promised by this agreement. A specific provider timing commitment must be documented separately. Partner fees follow Section 4 unless both parties agree a different lawful deadline in the Referral Schedule.

6 Mutual confidentiality

Confidential Information includes nonpublic client identities, financial information, documents, pricing, fee arrangements, business plans, underwriting information, provider contacts, and transaction discussions disclosed for an opportunity, whether marked confidential or reasonably understood to be confidential. The receiving party may use it only to evaluate or perform the Accepted Referral and may share it only with representatives and prospective transaction participants who need it for that purpose and are subject to confidentiality duties at least as protective, through an NDA or professional obligation. The receiving party is responsible for its representatives' compliance.

Confidential Information excludes information proven to be public without breach, already lawfully known, independently developed without use of the disclosure, or lawfully received from an unrestricted third party. Legally compelled disclosures are permitted only to the extent required; where lawful, give prompt notice and reasonable assistance with protective measures. Use reasonable safeguards, report suspected unauthorized access promptly, and return or delete information on written request, except legally required retention or routine inaccessible backups, which remain protected. No client identity, logo, or transaction may be used in publicity without written consent.

7 Protection of introductions and noncircumvention

For 24 months after written acceptance of a Referral Schedule, neither party may knowingly bypass the other, use a controlled affiliate or intermediary to do so, or use confidential introduced contacts to avoid the agreed fee share on the specific opportunity identified in that schedule. Protected contacts must be identified in the schedule or in a written update acknowledged by both parties. Direct dealings for legitimate transaction work are allowed provided the agreed fee share is preserved. This clause does not prohibit independent business, unrelated transactions, or documented pre-existing relationships disclosed before acceptance. It does not create a blanket claim over every future transaction with an introduced person.

For a breach, the injured party may seek proven unpaid contractual fees, damages recoverable under applicable law, and appropriate equitable relief subject to court requirements. No automatic penalty, presumed transaction value, or punitive fee multiplier applies. The agreement does not bind an introduced client or provider unless that person separately agrees.

8 Lawful services and compensation

Each party must obtain and maintain any license, registration, consent, and authorization required for its actual activities and compensation in each relevant jurisdiction. Calling a payment a referral, consulting, readiness, or introduction fee does not exempt regulated conduct. Neither party may engage in regulated activity or accept prohibited compensation under this agreement. Securities-related success fees, real estate commissions, mortgage or settlement-service referrals, and other regulated arrangements require transaction-specific confirmation of lawful eligibility and any required licensed intermediary before work or payment. A generic compliance statement is not that confirmation.

No prohibited fee is earned or payable, and neither party is required to perform unlawful conduct. If a fee or activity is impermissible, the parties must stop that activity and may agree a prospective lawful scope in writing; they may not relabel prohibited compensation. Each party must accurately disclose its role and any required fee conflict, obtain client authority to share documents, and comply with applicable privacy, anti-bribery, sanctions, and identification requirements. Neither party may promise access to a specific lender or investor without that provider's authority.

9 Term termination and survival

This agreement continues for one year from the Effective Date and then renews month to month unless either party terminates on ten days' written notice. Either party may terminate immediately for a material breach not cured within ten days after notice, or immediately where continuing would be unlawful. No new referral is accepted after termination. Accepted Referrals remain protected for the 24-month period measured from their acceptance; transactions entered into during that period retain the agreed split for fees later received under those transactions. Unrelated renewals or new transactions require a new schedule. Accrued payment duties, accounting rights, dispute terms, and confidentiality survive termination. Confidentiality lasts three years after termination; trade secrets remain protected for as long as they qualify under applicable law.

10 Notices disputes and general terms

Notices go to the listed notice emails and are effective on acknowledged receipt or, absent a delivery failure, the next business day after sending. Business day means Monday through Friday excluding U.S. federal holidays, measured in America/Chicago. Texas law governs, subject to mandatory applicable law. The parties will first attempt resolution in good faith for 15 business days after written dispute notice. Subject to mandatory jurisdiction requirements, disputes may be brought in state courts in Harris County, Texas, or the federal court serving that county. Either party may seek urgent protective relief without waiting. No mandatory arbitration applies.

This agreement and accepted schedules are the entire agreement on their subject. Changes require both parties' written approval; a schedule changes general terms only if it expressly identifies the change. No assignment without the other party's written consent. Invalid terms may be severed without validating prohibited activity or compensation. Electronic signatures and counterparts are permitted. Each signer represents authority to bind the named party. The signature page and schedule form follow.

11 Signatures

HIGHER DIMENSION SERVICES LLC
Signature: _____ Date: _____
Name: Alfred Dukes Title: Owner

BROKER OR REFERRAL PARTNER
Signature: _____ Date: _____
Name: _____ Title: _____
Legal entity, if applicable: _____

Referral Schedule

Complete and accept one schedule for each opportunity. Do not include Social Security numbers, passwords, or bank account details. A fee percentage alone does not bind the payer; confirm the underlying fee arrangement separately.

Schedule number and acceptance date	_____
Client legal name and authorized contact	_____
Opportunity and transaction type	_____
Buyer seller borrower or other role	_____
Countries and jurisdictions involved	_____
Introducing party and introduction date	_____
Protected contacts and entities	_____
Client consent and authority confirmation	_____
Services and each party's responsibilities	_____
Fee payer and underlying fee agreement	_____
Eligible fee categories and calculation	_____
When underlying fee is earned and payable	_____
Retainers or readiness fees included if any	_____
Approved deductions or third-party splits	None unless stated: _____
Allocation	50% HDS / 50% Partner unless amended below
Currency and any agreed conversion method	_____
License or exemption basis and verification	_____
Required disclosures and consents obtained	_____
Pre-existing relationships or duplicate claims	_____
Express amendments to general terms if any	_____

HDS acceptance signature: _____ Date: _____
Partner acceptance signature: _____ Date: _____
Alternatively retain both parties' express email acceptance identifying this schedule.