

## MARGIN DISCLOSURE AND COMPENSATION AGREEMENT

**There will be no direct compensation or service fees of any kind due and owing from the Receiving Party to the Disclosing Party associated with this MDA.** Please read the terms and conditions of this Agreement carefully before executing. You are encouraged to seek legal and or tax advice if you do not fully understand this Agreement.

THIS IRREVOCABLE MARGIN DISCLOSURE AND COMPENSATION AGREEMENT {"MDA"} is made this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, an \_\_\_\_\_ and any or all of its employees, officers, directors, agents and affiliates (hereinafter "\_\_\_\_\_"), and \_\_\_\_\_, an individual, any or all of his employees, agents and affiliates (hereinafter "\_\_\_\_\_"), and United States Commercial Real Estate Online, LLC, a Nevada limited liability company and any or all of its employees, managers, members, officers, directors, agents and affiliates (hereinafter "USC"). This MDA may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one Agreement. An on line properly documented and verified electronic signed copy, or e-mail, or facsimile signed copy of this Agreement will have the same effect as the original signed Agreement and the signatures will be considered as being originally signed.

This MDA is made in conjunction with that certain Non-Compete Non-Disclosure Confidential Agreement between \_\_\_\_\_, herein also referred to as "Receiving Party", and USC, herein also referred to as "Disclosing Party", for the introduction of that certain property disclosed and displayed at [www.uscreonline.com](http://www.uscreonline.com) herein defined as Asset ID # [\_\_\_\_\_] and as more specifically defined therein. Receiving Party acknowledges, agrees, and accepts that Disclosing Party presents an assets data compiled from information received from the assets listing broker and or its vested holder and or from public domains and or from on-site inspections that Disclosing Party or its contractors may have completed. Receiving Party further acknowledges, agrees, and accepts that Disclosing Party does not have any form of representation relationship with any of the assets displayed on its website and further shall not provide representation services through this MDA with the Receiving Party.

Receiving Party acknowledges, agrees, and accepts that Disclosing Party is being compensated by the listing broker for introduction of any party by Disclosing Party who, directly as principal or indirectly as procurer of principal, successfully completes acquisition of the subject asset defined, whether principal was the Receiving Party herein or the/a referral of the Receiving Party herein. Receiving Party acknowledges, agrees, and accepts that the compensation for Disclosing Party from the listing broker has been agreed to between the Disclosing Party and the Asset's listing broker, and that generally the compensation will be approximately two percent (2.0%) of the closing sales price of the respective asset. **There will be no direct compensation or service fees of any kind due and owing from the Receiving Party to the Disclosing Party associated with this MDA.** Should Receiving Party have a broker representative, or any other party who shall be representing Receiving Party in any contemplated transaction on this asset, or any asset disclosed by the Disclosing Party, Receiving party acknowledges, agrees, and accepts that he shall solely bear all responsibility for compensating said representative, and further acknowledges, agrees, and accepts that he shall not pursue any compensation arrangement and or agreement with the asset title holder and or the asset listing broker for said asset or assets as defined herein.

1. **Indemnification.** Receiving Party and any or all of its employees, officers, directors, agents and affiliates agree to indemnify and hold harmless USC, and its holding Company, Executive Private Investment funding Company, LLC ("EPI"), a Nevada limited liability company, from and against any and all losses, claims, damages, abilities and expenses whatsoever, joint or several, to which USC and or EPI may become subject under any applicable federal, state or local law, or otherwise, caused by, relating to or arising out of Receiving Party's acts or omissions. Receiving Party will reimburse USC for all expenses (including reasonable attorney's fees and related expenses) as they are incurred by USC in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not resulting in liability.

2. **Term;** This Agreement will commence as of the Effective Date and will terminate five (5) years from the Effective Date, unless terminated earlier. The term will automatically renew for additional one-year periods unless either party gives the other written notice. Either party may terminate this Agreement by giving the other party written notice at any time. Notwithstanding the foregoing, Sections 2 through 6 will survive the termination of this Agreement.

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3. **Miscellaneous.**

3.1 **Authority.** Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

3.2 **Independent Contractor.** The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. Neither party shall be deemed to be the business partner or joint venture partner of the other, and, except as specifically provided herein, neither party shall have or shall hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon the other.

3.3 **Amendment; Assignment.** The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement is personal to Receiving Party and Receiving Party may not assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of USC, which consent may be withheld for any reason or no reason.

3.4 **Binding Effect.** This Agreement is binding on the parties and their respective successors and permitted assigns.

3.5 **Third Parties.** No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Member or broker), and no such party will have any right or cause of action hereunder.

3.6 **Waivers.** No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Agreement or of any breach or series of breaches by the other party of any of the terms or conditions of this Agreement shall constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any terms or conditions of that Agreement. Performance of any obligation required of a party under this Agreement may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

3.7 **Severability.** In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits. Further, it is expressly understood and agreed that if any remedy under this Agreement is determined to have failed of its essential purpose; all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

3.8 **Enforcement Costs.** If either party institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

3.9 **Governing Law.** This Agreement must be governed by and construed in accordance with the laws of the State of Nevada, without regard to applicable conflict of law rules.

3.10 **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

3.11 **Entire Agreement.** The parties acknowledge that there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth in this section. This Agreement (including exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, writings, or understandings, whether oral or written.

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## MDA SIGNATURE PAGE

IN WITNESS OF THEIR AGREEMENT, the parties have set their hands to it below effective the day and year first written above.

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Corp Title: \_\_\_\_\_

## EPI FUND, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Corp Title: \_\_\_\_\_