

BROKER AGREEMENT

State of Florida

BACKGROUND:

This Broker Agreement (hereinafter the "Agreement") is made on June 7th, 2021 (the "Effective Date"), by and between the following Seller of the following address:

CONSTRUCTIVE SOLUTIONS OF FLORIDA, LLC
8101 Biscayne Blvd.
Suite 206
Miami, FL 33138

and the following Broker of the following address:

JACK HAKIMIAN
8362 Pines Blvd #116
Pembroke Pines, FL 33024

The individuals may be known together collectively as "Parties." All references to the Broker and Seller in this Agreement shall include, if relevant, the Parties' parent companies, affiliates, and subsidiaries.

WHEREAS, Seller desires to sell certain goods and services;

WHEREAS, Broker has contacts within the following industry: Construction, and desires to act as an intermediary finder of buyers for Seller's goods and services;

NOW, THEREFORE, in consideration of the premise and the mutual promises and covenants contained herein, the Parties agree as follows:

I) LEGAL COMPLIANCE

1. Broker certifies that no certification or licensure is required by the following industry: Construction.

II) SERVICES PROVIDED

2. Broker shall use commercially reasonable efforts and adequate business time and attention to identify interested buyers of goods and services Seller wishes to make sales to and introduce the interested buyers of such goods and services to Seller.

3. Broker shall use commercially reasonable efforts and adequate business time and attention to find interested buyers of the following goods and services:

Homebuilding, improvement, or renovation projects.

4. All interested buyers of goods and services shall be identified in writing by Broker to Seller ("Identified Business") before they shall be deemed covered by this Agreement.

5. This Agreement shall not apply to and Broker shall not be entitled to collect a Fee (defined below) for:

(a) interested buyers of goods and services to which Seller has previously been introduced to by another party at any time during the Term or the 12- month period prior to the Effective Date, or

(b) interested buyers of goods and services Broker otherwise represents, either directly or indirectly ("Excluded Businesses").

III) TERM AND TERMINATION

6. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect as described by this Agreement.

7. This Agreement may be terminated by either Party by providing 30 days' written notice to the other Party.

IV) EXCLUSIVITY

8. For the term of this Agreement, Broker shall have the non-exclusive right to introduce prospective buyers to the Seller who are not already known to the Seller.

V) FEES AND PAYMENT

9. This Agreement contemplates the Broker only making an introduction.

10. Though the Broker will not be involved with the transaction details outside of making the initial introduction, the following must take place in order for the Broker to be paid for an introduction. If these conditions are not met, the Broker will not receive payment for making the introduction.

When Seller receives the collections agreed upon with Buyer it shall be considered a successful transaction. The Broker shall earn 10% from the gross payments made by the buyer to the seller's company, subsidiaries, divisions, or referrals to another company by the seller. The Contractor should consider the Brokers fees when proposing their contractor fees in order to remain profitable for themselves and the Broker.

11. The Broker's fee shall be calculated as 10% of the net value of the goods and services sold by Seller as a direct result of an introduction by Broker. Net value shall exclude value added tax, postage, packaging, insurance, refunds, and payments not honored by a financial institution.

12. Upon determination of broker fees due, the Broker shall issue an invoice to the Seller and payment shall be due within thirty (30) days from the date of the invoice.

13. Acceptable forms of payment include the following:

Certified check, money order, or direct deposit.

VI) LATE PAYMENTS

14. For any fee payment that is not paid within thirty days of its due date, Seller shall pay a late fee of 1% of the outstanding fee payment.

VII) NON-CIRCUMVENTION

15. During the term of this Agreement, Seller will not attempt to do business with, or otherwise solicit any buyers found or otherwise referred by Broker, to Seller for the purpose of circumventing, the result of which shall be to prevent the Broker from realizing or recognizing a commission or Broker's fee.

16. If such circumvention shall occur, the Broker shall be entitled to any commissions due pursuant to this Agreement or Broker's fee relating to such transaction.

VIII) CONFIDENTIALITY

17. The term "Confidential Information" shall include any proprietary information, in whatever form, that:

(a) is provided by Seller to Broker, including information regarding Seller's businesses, finances, prospects, operations, products, employees, technologies, contact lists, and financial models (including not only written information but also information transferred verbally, visually, electronically or by any other means); or

(b) concerns any agreements that Broker may aid Seller in entering into; or

(c) consists of analysis and/or any other internal non-redacted memoranda, or other documents prepared by the Broker derived from, or including material portions of, the Confidential Information.

18. Confidential Information shall not include any information that:

(a) is already known to the Broker at the time of its disclosure;

(b) is or becomes publicly known through no wrongful act of the Broker;

(c) is communicated to a third party with the express written consent of Seller; or

(d) is lawfully required to be disclosed, provided that before making such disclosure, the Broker shall immediately give the Seller written notice and cooperate in the Seller's actions to assure confidential handling of such information.

19. The Broker shall safeguard and keep confidential the Confidential Information and shall not disclose any Confidential Information to any other person or entity.

20. The Broker shall not use the Confidential Information for any purpose other than those related to the services they provide to the Seller.

21. All such Confidential Information and any copies obtained thereof shall be

returned to the Seller promptly upon its written request and shall not be retained in any form by Broker.

IX) ENTIRE AGREEMENT

22. This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.

X) SEVERABILITY

23. The parties have attempted to limit the non-circumvention provision so that it applies only to the extent necessary to protect legitimate business and property interests.

24. If any provision of this Agreement shall be held to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

25. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XI) AMENDMENT

26. This Agreement may be modified or amended if and only if the amendment is made in writing and signed by both Parties.

XII) WAIVER OF CONTRACTUAL RIGHTS

27. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XIII) APPLICABLE LAW

28. This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

Signature of JACK HAKIMIAN, Broker

Date

Signature of MYLES SADEEK, Seller

Date

Signature:

Email: