

Broker Services Acknowledgment and Agreement

MADE:

This _____ in _____.

PARTIES:

BROKER: PHILIPPINE BUSINESS BROKERS INC. DOING BUSINESS UNDER THE NAME AND STYLE OF SUNBELT BROKERS PHILIPPINES, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Unit 11 U Cyber One Eastwood Ave., Cyberpark Eastwood Quezon City, and represented herein by its _____, _____.

SELLER: _____, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at _____, and represented herein by its _____, _____.

IT IS AGREED:

Broker acts to introduce a willing Seller and Buyer of a Business ("Brokerage Services"). Broker does not do due diligence on either party. Seller hereby acknowledges that in the view of the important legal and financial aspects and the complexity of the proposed purchased/sale of the business known as: _____ (theBusiness")

Seller is advised by Broker to obtain the appropriate counsel from legal, accounting and other professionals concerning the sale/purchase.

Seller acknowledges that Broker, Broker's agents, employees, officers, directors, shareholders, independent contractors and affiliates ("Broker Group"), make no representations or warranties, expressed or implied, regarding any fact regarding the business asset/business stock being sold; nor any legal issues, aspect or ramification connected with the proposed purchase/sale. Nor has Broker Group made, nor will it make, any representation or warranty to Seller concerning the financial condition of, any matter relating to, the Buyer of the Business. In fact, Broker Group will make no independent investigation or verification of any representation, warranty, document, or piece of information presented by Seller or Buyer in the transaction. Seller will do its own, independent investigation with respect to such items and is advised by Broker Group to do so.

In consideration for Broker marketing and/or presenting Seller's Business to potential or actual Buyers of the Business, Broker Group is hereby released, indemnified and held harmless by Seller from against any and all claims and damages of every kind attributable to the performance of a Buyer and /or Broker Group of this Agreement or under any agreement connected with the sale/purchase of the Business. In the event the Seller commences a lawsuit against the Broker, and the Broker prevails, the seller shall pay the Broker's reasonable expenses, including attorney's fees.

The invalidity, illegality, or unenforceability of any obligation or provision under this agreement shall not affect or impair the enforceability or legality of remaining provision under this agreement.

Upon the introduction of a potential Buyer or closed purchase of the Business, both parties agree that Broker Group has fulfilled Broker Group's Brokerage Services concerning the sale/purchase of the Business.

**PHILIPPINE BUSINESS BROKERS INC.
DOING BUSINESS UNDER THE NAME
AND STYLE OF SUNBELT BROKERS
PHILIPPINES**

COMPANY NAME OF SELLER

By:

By:

BROKER

SELLER

Signed in the presence of:

ACKNOWLEDGMENT

Republic of the Philippines)

) S.S.

BEFORE ME, a Notary Public for and in the above place, personally appeared the following:

NAME	ID	DATE/PLACE ISSUED
-------------	-----------	--------------------------

known to me to be the same persons who executed the foregoing Broker Services Acknowledgment and Agreement consisting of two (2) pages, including this page on which the Acknowledgment is written, and they acknowledged to me that the same is their free and voluntary act and deed and that of the corporations represented herein.

WITNESS MY HAND AND NOTARIAL SEAL on the date and in the place first above written.

**Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2017.**