BUSINESS OR FRANCHISE BUYER REPRESENTATION AGREEMENT

Business and Franchise Acquisition Advisory Engagement | 90-Day Term

Effective Date	______________________________
Buyer	______________________________
Buyer Address	______________________________
Advisor	KMF Business Advisors

This Buyer Broker Representation Agreement (the "Agreement") is entered into as of the Effective Date above by and between KMF Business Advisors and the Buyer identified above. Buyer and KMF Business Advisors agree as follows:

1. Appointment and Scope. Buyer appoints KMF Business Advisors as Buyer's exclusive advisor and broker during the Term for the purchase of an existing business, the acquisition of business assets, or the purchase or establishment of a franchise (each, an "Opportunity"). KMF Business Advisors may identify and evaluate Opportunities; coordinate introductions to business owners, brokers, franchisors, franchise representatives, and other sources; request and organize available information; assist with communications, offers, negotiations, franchise applications, due diligence coordination, financing introductions, and closing or franchise-award coordination; and provide other customary transaction support. KMF Business Advisors does not guarantee that any Opportunity or franchise territory will be available, suitable, approved, financeable, profitable, or completed.

2. Term; Automatic Expiration. The Agreement begins on the Effective Date and continues for ninety (90) consecutive calendar days (the "Term"), unless earlier terminated by written agreement of both parties. The Agreement expires automatically at the end of the Term without any requirement that KMF Business Advisors produce, identify, or close an Opportunity. KMF Business Advisors has no duty to continue searching, advising, negotiating, or communicating after expiration unless the parties sign a written extension or new agreement. Expiration or termination does not eliminate any earned fee, payment, confidentiality, non-circumvention, release, indemnification, or other obligation that by its nature survives.

2.1. No Results Guarantee; Rare or Idealized Criteria. Buyer understands that KMF Business Advisors provides time, market access, introductions, and advisory services—not a guaranteed result. KMF Business Advisors does not promise that, within the Term or at any time, it will locate an Opportunity satisfying all of Buyer's preferences or that Buyer will apply for, qualify for, finance, negotiate, receive approval for, or acquire any Opportunity. Buyer acknowledges that requested criteria may describe a rare or idealized (sometimes called "unicorn") Opportunity—for example, unusually high cash flow or returns combined with unusually low price, risk, required capital, owner involvement, or financing burden—and that no such Opportunity may exist or be available on acceptable terms. Market scarcity, seller or franchisor decisions, Buyer's criteria, delays, inaction, financing, diligence, negotiation positions, or refusal to compromise may prevent a result. None of those circumstances constitutes breach, negligence, nonperformance, or grounds for a refund or claim against KMF Business Advisors.

2.2. Buyer's Criteria and Decisions. Buyer controls and may change Buyer's criteria, budget, timing, geographic preferences, desired owner involvement, return expectations, industry preferences, and risk tolerance. KMF Business Advisors may recommend that Buyer broaden or revise criteria but is not required to do so and cannot compel Buyer to pursue any Opportunity. Buyer accepts sole responsibility for the effect of Buyer's criteria, responsiveness, decisions, and negotiation positions on the number, quality, and timing of Opportunities presented or completed.

2.3. Optional Services After the Initial 90-Day Term. KMF Business Advisors has no obligation to perform services after the initial Term unless KMF Business Advisors agrees to continue and Buyer elects one of the following options in a writing accepted by KMF Business Advisors: (a) hourly services at $90 per hour, billed in quarter-hour increments, with invoices due within five (5) calendar days; or (b) one additional thirty (30)-calendar-day representation period for a $1,500 renewal fee paid in advance. The $1,500 renewal fee is earned upon payment and non-refundable, except to the extent prohibited by law. A 30-day renewal begins on the date stated in the written renewal and does not renew automatically. Any further services require another written agreement. Under either option, the scope, buyer responsibilities, disclaimers, releases, liability limitations, indemnification, hold-harmless provisions, and other protective terms of this Agreement continue to apply. The $1,899 Transaction Brokerage Fee remains separate and payable when triggered.

3. Fees and Payment

Fee	Amount	When Due
Engagement / Representation Fee (earned when paid; non-refundable)	**$2,500**	At signing
Transaction Brokerage Fee (additional fee)	**$1,899**	At business closing or franchise acquisition
Additional Time Required (including post-term or outside-scope services)	**$90/hour**	As invoiced after written authorization
30-Day Renewal Fee (optional; earned when paid; non-refundable)	**$1,500**	In advance of renewal period

3.1. Non-Refundable Engagement Fee. Buyer shall pay KMF Business Advisors $2,500 upon signing. The parties acknowledge that KMF Business Advisors will reserve capacity, begin work, and make its resources and relationships available immediately. The fee is fully earned when paid and is non-refundable, including if Buyer pauses or ends the search, does not submit an offer, cannot obtain financing, rejects an opportunity, or no transaction closes, except to the extent non-refundability is prohibited by applicable law.

3.2. Transaction Brokerage Fee. Buyer shall pay KMF Business Advisors an additional $1,899 if Buyer or any Buyer Affiliate: (a) closes on, purchases, invests in, leases with an option to purchase, or otherwise acquires any ownership or economic interest in a business or business assets; or (b) signs a franchise agreement, development agreement, area-representative agreement, or other agreement granting franchise or similar operating rights, in each case involving an Opportunity first identified, introduced, or materially facilitated by KMF Business Advisors during the Term. The fee is due at the business closing or, for a franchise, upon execution of the applicable franchise or development agreement or payment of the initial franchise fee, whichever occurs first. It is not credited against the $2,500 Engagement Fee unless KMF Business Advisors agrees otherwise in a signed writing.

3.3. Buyer Affiliate. "Buyer Affiliate" means any person or entity acting for, controlled by, controlling, under common control with, related to, funded by, or formed or designated by Buyer, including a spouse, family member, partner, investor group, nominee, or acquisition entity.

3.4. Other Compensation and Costs. KMF Business Advisors may receive compensation from a seller, listing broker, referral source, lender, landlord, or other transaction participant only if permitted by law and disclosed to Buyer when required. Buyer remains responsible for the fees stated in this Agreement unless KMF Business Advisors signs a written waiver or credit. Buyer is responsible for third-party costs Buyer authorizes, including legal, accounting, valuation, inspection, financing, licensing, and due-diligence expenses.

3.5. Additional Time at $90 per Hour. Any additional time required beyond the services reasonably included in the applicable engagement period—including work requested outside the agreed scope, unusually extensive research or document coordination, repeated revisions, additional meetings, or services after expiration that Buyer authorizes in writing—will be billed at $90 per hour in quarter-hour increments. Invoices are due within five (5) calendar days. KMF Business Advisors is not required to perform additional work until Buyer provides written authorization and pays any past-due amount. The $90 hourly charge and the $1,899 Transaction Brokerage Fee are separate obligations.

4. Exclusivity; Direct Communications. During the Term, Buyer will conduct its business or franchise acquisition search through KMF Business Advisors and promptly inform KMF Business Advisors of relevant Opportunities and communications. Buyer will not knowingly bypass or exclude KMF Business Advisors from an Opportunity introduced or materially facilitated by KMF Business Advisors. Buyer authorizes KMF Business Advisors to communicate with sellers, brokers, franchisors, franchise representatives, professionals, and financing sources as reasonably necessary, but KMF Business Advisors may not bind Buyer without Buyer's prior written authorization.

5. Buyer Responsibilities. Buyer will provide accurate and timely information regarding acquisition or franchise criteria, identity, ownership, experience, funds, and financing; maintain sufficient financial capacity; review materials promptly; protect confidential information; independently investigate each Opportunity; retain qualified legal, tax, accounting, environmental, licensing, insurance, franchise, and other advisors; and make all final decisions. For a franchise, Buyer is solely responsible for reviewing the Franchise Disclosure Document ("FDD"), franchise agreement, fees, territory, renewal and transfer terms, system obligations, franchisor financial condition, litigation and bankruptcy disclosures, franchisee contacts, earnings claims, and applicable waiting periods with qualified counsel. Buyer will not rely on KMF Business Advisors for services requiring a professional license KMF Business Advisors does not hold.

5.1. Proof of Funds and Financial Qualification. Before KMF Business Advisors is required to conduct targeted searches, disclose confidential opportunities, arrange introductions, submit inquiries, or invest substantial time in Buyer's search, Buyer shall provide current and reasonably satisfactory proof of funds and, when financing is anticipated, lender prequalification or other evidence of financing capacity appropriate to the type, purchase-price range, required down payment, franchise investment, working capital, and closing costs of the Opportunities Buyer seeks. Acceptable evidence may include a recent bank or brokerage statement, verification letter from a financial institution or qualified professional, lender prequalification, or other documentation reasonably requested by KMF Business Advisors. Buyer may redact account numbers and unrelated transactions, but the document must show the account holder or verified owner, date, institution or verifier, and sufficient available funds or borrowing capacity. Buyer authorizes KMF Business Advisors to share a confirmation of financial qualification with sellers, franchisors, brokers, or their representatives when reasonably necessary, but not the underlying documents without Buyer's consent unless required by law. Failure to provide, maintain, or update satisfactory evidence permits KMF Business Advisors to withhold or suspend services without extending the Term, refunding any earned fee, or incurring liability. Buyer represents that all financial evidence supplied is authentic, accurate, and not misleading.

6. No Legal, Tax, Accounting, Valuation, Franchise, or Investment Advice. KMF Business Advisors is acting as a business and franchise intermediary and advisor, not as Buyer's attorney, accountant, tax advisor, franchise attorney, appraiser, engineer, environmental consultant, securities broker, lender, or investment fiduciary. Any financial information, projections, valuations, earnings representations, FDD information, territory information, or statements supplied by a seller, franchisor, or other source are not guaranteed by KMF Business Advisors. Buyer must verify all material facts and obtain independent professional advice before signing any letter of intent, purchase agreement, franchise agreement, development agreement, lease, financing document, or other commitment.

7. Confidentiality. Buyer shall use nonpublic information received through KMF Business Advisors solely to evaluate a potential acquisition, disclose it only to representatives who need to know and are bound by confidentiality obligations, comply with any applicable nondisclosure agreement, and return or destroy it upon request. Buyer shall not contact a seller's employees, customers, vendors, landlord, or other stakeholders without advance authorization from KMF Business Advisors or the seller. This section survives for two (2) years, or longer if a separate nondisclosure agreement requires.

8. Conflicts and Cooperation. KMF Business Advisors may represent or assist other buyers and may market or advise sellers, provided KMF Business Advisors protects Buyer's confidential information and makes disclosures required by law. Buyer acknowledges that multiple parties may pursue the same opportunity. Buyer authorizes electronic communications and signatures and agrees to cooperate in documenting KMF Business Advisors' participation with counterparties and closing agents.

9. Risk Allocation; Release; Limitation of Liability

9.1. No Liability for No Result or Expiration. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER RELEASES AND SHALL NOT ASSERT ANY CLAIM AGAINST KMF Business Advisors OR ANY KMF Business Advisors PROTECTED PARTY BASED ON: (A) FAILURE TO IDENTIFY, PRESENT, SECURE, FINANCE, APPROVE, OR CLOSE AN OPPORTUNITY DURING OR AFTER THE TERM; (B) EXPIRATION OF THE 90-DAY TERM WITHOUT A TRANSACTION; (C) THE ABSENCE OR UNAVAILABILITY OF AN OPPORTUNITY MEETING ALL OF BUYER'S CRITERIA; OR (D) BUYER'S DISSATISFACTION WITH THE NUMBER, PRICE, QUALITY, LOCATION, PROFITABILITY, FINANCING, RISK, OWNER INVOLVEMENT, OR OTHER CHARACTERISTICS OF AVAILABLE OPPORTUNITIES. Buyer agrees that these events do not establish breach, negligence, failure of consideration, or entitlement to a refund.

9.2. Transaction Outcome; Buyer Release. Buyer makes the independent decision whether to investigate, negotiate, sign, fund, close, abandon, terminate, or operate any Opportunity. To the fullest extent permitted by law, Buyer releases and holds harmless each KMF Business Advisors Protected Party from claims, losses, liabilities, costs, or damages arising from or relating to: (a) an offer, letter of intent, purchase agreement, franchise application, franchise agreement, lease, financing, or other agreement being rejected, delayed, terminated, rescinded, defaulted upon, or failing to close; (b) deposits, diligence costs, financing costs, professional fees, lost time, lost opportunities, or other expenditures; (c) a seller, franchisor, lender, landlord, broker, professional, governmental body, or other third party; or (d) an acquired business or franchise failing to meet projections, losing value, requiring additional capital, experiencing operational problems, or failing after closing.

9.3. Third-Party Information and Conduct. KMF Business Advisors is not responsible for a seller's, franchisor's, lender's, broker's, landlord's, professional's, governmental body's, or other third party's acts, omissions, representations, financial condition, legal compliance, approval decisions, territory decisions, system performance, or performance generally; for changes in market or financing conditions; or for Buyer's business or franchise results. KMF Business Advisors may pass along third-party information without independently auditing or verifying it, and Buyer assumes responsibility for verification through independent due diligence.

9.4. Limitation of Remedies. To the fullest extent permitted by law, KMF Business Advisors' aggregate liability arising out of or relating to this Agreement, KMF Business Advisors' services, or any Opportunity shall not exceed the total fees actually paid by Buyer directly to KMF Business Advisors under this Agreement. No KMF Business Advisors Protected Party shall be liable for consequential, incidental, indirect, special, exemplary, punitive, speculative, lost-profit, lost-opportunity, diminution-in-value, or business-interruption damages. The limitations in this Section apply regardless of the theory of liability and even if a remedy fails of its essential purpose, but do not apply to KMF Business Advisors' fraud, willful misconduct, or other liability that applicable law does not permit the parties to waive or limit.

9.5. KMF Business Advisors Protected Parties; Survival. "KMF Business Advisors Protected Parties" means KMF Business Advisors and its present and former owners, members, managers, officers, employees, independent contractors, agents, affiliates, referral partners, and representatives. This Section is a material basis of the parties' bargain and survives expiration, termination, a transaction closing, and a transaction's failure or collapse.

10. Defense, Indemnification, and Hold Harmless

10.1. Buyer's Indemnity. To the fullest extent permitted by law, Buyer shall defend, indemnify, and hold harmless the KMF Business Advisors Protected Parties from and against third-party claims, demands, actions, investigations, losses, liabilities, judgments, settlements, damages, and reasonable attorneys' fees and costs arising out of or relating to: (a) Buyer's breach of this Agreement or another transaction document; (b) inaccurate, incomplete, or misleading information supplied by Buyer or a Buyer Affiliate; (c) Buyer's unauthorized contact, disclosure, use of confidential information, or unlawful conduct; (d) Buyer's offer, application, negotiation, financing, deposit, due diligence, decision to proceed or withdraw, failure to close, default, or dispute with any seller, franchisor, lender, landlord, broker, professional, or other party; or (e) Buyer's acquisition, ownership, financing, employment practices, operation, resale, closure, or failure of a business or franchise.

10.2. Procedure and Exclusions. KMF Business Advisors shall give Buyer reasonably prompt notice of an indemnified claim, provided delay in notice relieves Buyer only to the extent materially prejudiced. Buyer may control the defense with counsel reasonably acceptable to KMF Business Advisors, but may not settle a claim in a manner that admits wrongdoing by, imposes nonmonetary duties on, or fails to fully release a KMF Business Advisors Protected Party without KMF Business Advisors' written consent. This Section does not require Buyer to indemnify a KMF Business Advisors Protected Party to the extent a final non-appealable judgment determines the claim resulted from that protected party's fraud, gross negligence, or willful misconduct. This Section survives expiration, termination, closing, and failure or collapse of a proposed transaction.

11. Notices. Notices under this Agreement must be in writing and delivered personally, by nationally recognized overnight service, or by email with confirmation of transmission, to the addresses below or to a replacement address designated in writing. Notice is effective upon receipt.

12. General Terms

12.1. Governing Law; Venue. This Agreement is governed by the laws of the State of ____________________, without regard to conflict-of-laws rules. Any action arising from this Agreement shall be brought exclusively in the state or federal courts located in ____________________ County, ____________________, and each party consents to that jurisdiction and venue.

12.2. Attorneys' Fees. In an action to enforce this Agreement, the prevailing party is entitled to recover reasonable attorneys' fees and costs to the extent permitted by applicable law.

12.3. Entire Agreement; Amendments. This Agreement is the entire agreement regarding its subject and supersedes prior discussions and communications. Any amendment, waiver, fee credit, or extension must be in a writing signed by both parties.

12.4. Assignment; Severability; Waiver. Buyer may not assign this Agreement without KMF Business Advisors' written consent; an acquisition through a Buyer Affiliate does not avoid Buyer's obligations. If any provision is unenforceable, it will be modified to the minimum extent necessary and the remainder will continue in effect. A delay or failure to enforce a provision is not a waiver.

12.5. Counterparts; Electronic Signatures. This Agreement may be signed in counterparts, each deemed an original, and delivered electronically. Electronic signatures have the same effect as original signatures.

13. Acknowledgment

BUYER ACKNOWLEDGES THAT BUYER HAS READ THIS AGREEMENT; UNDERSTANDS THAT KMF Business Advisors DOES NOT GUARANTEE ANY OPPORTUNITY OR RESULT WITHIN 90 DAYS OR THEREAFTER; ACCEPTS THE RISK THAT BUYER'S IDEAL OR "UNICORN" OPPORTUNITY MAY NOT EXIST OR BE AVAILABLE; UNDERSTANDS THAT THE $2,500 ENGAGEMENT FEE IS EARNED WHEN PAID AND NON-REFUNDABLE AND THAT THE $1,899 TRANSACTION BROKERAGE FEE IS ADDITIONAL; UNDERSTANDS THAT SERVICES AFTER 90 DAYS REQUIRE KMF Business Advisors'S AGREEMENT AND BUYER'S WRITTEN ELECTION OF EITHER $90-PER-HOUR SERVICES OR A $1,500 NON-REFUNDABLE 30-DAY RENEWAL; EXPRESSLY AGREES TO THE RELEASE, LIMITATION-OF-LIABILITY, DEFENSE, INDEMNIFICATION, AND HOLD-HARMLESS PROVISIONS; HAS HAD THE OPPORTUNITY TO CONSULT INDEPENDENT LEGAL COUNSEL; AND AGREES TO BE BOUND.

BUYER	**KMF BUSINESS ADVISORS**
Signature: ____________________________	By: ___________________________________
Printed Name: _________________________	Printed Name: _________________________
Title (if entity): ______________________	Title: ________________________________
Date: ________________________________	Date: ________________________________
Email: _______________________________	Email: _______________________________

Payment method / instructions: ____

KMF Business Advisors notice address:
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