



Non Exclusive Brokerage Agreement with Seller

THIS AGREEMENT (hereinafter referred to as "Agreement") made on the date of signature by the [Seller] as set forth below.

I. Business Seller Information:

Authorized Signatory:

Name:

Emirates ID:

Business Name:

License Number:

Business Location:

Address:

Mail ID:

Contact Number:

(hereinafter referred to as "Seller")

II. Business Consultant:

MERIZON COMMERCIAL BROKERS FZE LLC.

Registration Number: 262422624218837888

Agent Name: Siddeeqe Ummer

Emirates ID: 784-1980-9381695-1

Mail ID: info@merizonbrokers.com

Contact Number: +97158 822 4457

(hereinafter referred to as "Consultant/Broker")

WHEREAS, the Seller and Consultant wish to engage in discussions and activities related to the sale of the Seller's business, necessitating the sharing of specific business-related information, under the terms and conditions set forth herein.

THEREFORE, THIS AGREEMENT WITNESSES THE FOLLOWING:

▪ Purpose:

This Agreement ensures the secure handling of confidential information required for the valuation, marketing, and sale of the Seller's business and defines the terms of the Consultant's brokerage services. "Confidential Information" includes all non-public business data provided by the Seller, such as financial records, customer and employee details, operational processes, and trade secrets. All such information is protected under this Agreement, regardless of its format. (No confidential business details will be shared with any buyer without the seller's consent or without the buyer signing the agreement)



- **Restriction on Direct Contact:**

The Seller shall not directly contact, negotiate with, or engage in any dealings with buyers introduced by MERIZON COMMERCIAL BROKERS FZE LLC. All communications with such buyers must be conducted exclusively through the Consultant or with the Consultant's prior written approval. This restriction applies only to buyers introduced by the Consultant and remains valid for a period of two (2) years from the date of this Agreement. The Seller acknowledges that all communications must be conducted through the Consultant, no direct contact is permitted without written consent, this clause constitutes a binding and material condition of the Agreement, and any breach of this provision entitles the Consultant to pursue legal remedies, including claims for damages and recovery of costs

- **Consultant's Fee:**

MERIZON COMMERCIAL BROKERS FZE LLC shall act as the intermediary in the sale of the business. The broker's fee for its services shall be as follows: Upon the successful completion of the sale, the Buyer agrees to pay MERIZON COMMERCIAL BROKERS FZE LLC a commission equal to **ten percent (10%) of the total sale value**. The commission shall become due and payable upon the Buyer's payment of the advance amount for the sale or upon full payment of the purchase price, as applicable.

- **Consultant's Role and Scope of Services:**

The Consultant promises to do their best to market and help sell the business for the Seller The Consultant shall provide brokerage services, including introducing potential buyers, coordinating meetings and negotiations, assisting with Letters of Intent (LOI) and preliminary agreements, and supporting price and term negotiations. The Consultant will use their best efforts to market and facilitate the sale of the Seller's business but will not be responsible for verifying information or handling any disputes between the Seller and the Buyer.

- **Seller's Responsibilities, Termination, and Transaction Commitments**

The Seller shall provide accurate, complete, and up-to-date confidential information to potential buyers through MERIZON COMMERCIAL BROKERS FZE LLC, cooperate fully with the due diligence process, comply with all applicable laws, and safeguard buyers' confidential information. Any material changes to the information provided must be promptly disclosed to the Consultant.



The Seller may terminate this Agreement by giving thirty (30) days' written notice. If the Seller completes a transaction with a buyer introduced independently by the Seller (i.e., not introduced by the Consultant), no commission shall be payable to the Consultant. However,

if a buyer has been introduced by MERIZON COMMERCIAL BROKERS FZE LLC and a transaction is completed with such buyer within twenty-four (24) months of the introduction, the full commission shall be payable.

The Consultant shall not be responsible for any buyer withdrawal or cancellation. Where a cancellation occurs for reasons not attributable to the Seller, the Consultant shall make reasonable efforts to identify and introduce alternative buyers.

The Seller agrees to remain actively engaged in the transaction process, not to withdraw unreasonably once negotiations have commenced, and to maintain the agreed asking price unless prior written approval is obtained from MERIZON COMMERCIAL BROKERS FZE LLC. Any breach of these commitments may result in termination of services and entitle the Consultant to pursue legal remedies, including recovery of fees and damages, before the courts of Dubai, United Arab Emirates.

- This Agreement shall be governed by the laws of Dubai, with exclusive jurisdiction vested in Dubai courts, and the prevailing party shall be entitled to recover legal costs. The Agreement may be executed in counterparts and signed electronically, which shall be deemed legally valid and binding.
- IN WITNESS WHEREOF, the Seller duly executed this Agreement as of the Effective Date stated below, warranting the legal authority to enter into this Agreement.

Effective Date: 00/00/2026

Agreed and Accepted

Name.....

Company name.....

Company Stamp & Signature

Mr. SIDDEEQUE UMMER

MERIZON COMMERCIAL BROKERS FZE LLC

Company Stamp & Signature



A handwritten signature in blue ink, appearing to read "Mr. Siddeeqe Ummar".