

Meta-Systems Documentation, Inc.
Brokerage Agreement

Agreement made by and between Meta-Systems Documentation, Inc., hereinafter referred to as the "Corporation", a corporation duly organized and existing under the laws of the State of Maryland, and the party indicated at the end of this agreement as being the broker, hereinafter referred to as the "Broker".

Corporation has indicated its' willingness to pay Broker a commission for certain services as indicated in this agreement, and Broker has expressed an interest in providing said services to Corporation.

NOW, THEREFORE, in consideration of the foregoing, the terms and covenants of this agreement, and other valuable consideration, the parties to this contract agree as follows:

1. Services. Broker will seek to obtain customers for the engineering services which are supplied by corporation.

2. Compensation. The sole compensation to be paid by Corporation to Broker shall consist of a commission of **FIVE PERCENT** on Original Contracts for Corporation's services initiated and carried to completion by Broker with the knowledge and written consent of Corporation. Such commission will be based upon Net Payments to Corporation. Net Payments shall be interpreted as money paid by the customer to Corporation, less costs incurred by Corporation. Original Contract means that contract for a specific project, service and time frame which the Broker obtains for Corporation and does not include extras or renewals. In the event more than one broker is involved, Corporation shall in its sole discretion determine allocation of the commission among said brokers. Commissions shall be due and payable only upon receipt by Corporation from the customer of payment for services rendered. Should payment for any sale of services by Corporation become subject to any rebate or allowance then corporation may charge back to Broker an amount proportionate to such rebate or allowance against commissions previously paid or otherwise due.

3. Duration and Termination. A. This Agreement shall be effective for a period of one year from the effective date indicated below.

4. Broker's Expenses. Broker agrees that he will be responsible for all costs and expenses which he incurs in fulfilling his obligations under this Agreement.

5. Confidentiality. Broker shall not, during the period of this Agreement, or thereafter, communicate or divulge to or use for the benefit of any person or firm any of the trade secrets, client lists, confidential business information or data of the Corporation, any company or entity controlled by or under common control of the Corporation, communicated to or acquired by the Broker while under Agreement with Corporation. Broker agrees that all information and documents and other material provided to him by Corporation for the purpose of obtaining a

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specific contract or contract in general shall be property of the Corporation. Upon termination of negotiations for a contract for which specific materials were provided to Broker by Corporation or termination of this agreement, whichever comes first, Broker shall turn over to the Corporation all such materials which are in his or her possession, custody or control.

6. Changes. No change or modification of this Agreement is valid unless it is in writing and signed by both parties.

7. Assignment of Rights. Neither party to this Agreement may assign their rights hereunder.

8. Contracts Subject to Acceptance. All contracts for the sale of Corporation's services are subject to acceptance and approval by Corporation. Corporation may decide, in its sole discretion, and for any reason, to refuse to enter into any contract. In the event of such refusal by Corporation, Broker shall not be entitled to any commission or other compensation.

9. Arbitration of Disputes. All disputes regarding the rights and obligations of the parties under this Agreement are subject to arbitration and to the final decision of the arbitrators. Arbitration will be conducted in the State of Maryland, by three professional arbitrators acting under the rules of commercial arbitration of the American Arbitration Association.

10. Entire Agreement. This Agreement is the entire agreement between the parties; all prior agreements and understandings are void.

11. Governing Law. This Agreement shall be governed by the laws of the State of Maryland.

Effective Date: _____, 20__

Broker
Print Name:

Meta-Systems Documentation, Inc.
By: David W. Jordan, President