

## CONDITIONAL CLOSING FEE AGREEMENT

Professional form for transaction-based referral or facilitation fees

This Conditional Closing Fee Agreement (the "Agreement") is entered into as of the date set forth below, by and between the following parties:

| <p><b>Effective Date</b></p>   |   |  |                     |                 |                        |  |              |              |              |                       |            |            |                             |   |   |         |  |                       |   |                        |   |              |   |              |   |                             |   |              |   |
|--|---|--|---------------------|-----------------|------------------------|--|--------------|--------------|--------------|-----------------------|------------|------------|-----------------------------|---|---|---------|--|-----------------------|---|------------------------|---|--------------|---|--------------|---|-----------------------------|---|--------------|---|
| <table style="width: 100%;"> <tr> <th colspan="2" style="text-align: center;">PARTY A</th> </tr> <tr> <td style="width: 30%;"><b>Company Name</b></td> <td>Alpha Capital 1</td> </tr> <tr> <td><b>Mailing Address</b></td> <td>2877 Stacia Ave, Helena, MT 59601, USA</td> </tr> <tr> <td><b>Phone</b></td> <td>934 222 1366</td> </tr> <tr> <td><b>Email</b></td> <td>ceo@alphacapital1.com</td> </tr> <tr> <td><b>EIN</b></td> <td>93-2876510</td> </tr> <tr> <td><b>Authorized Signatory</b></td> <td><input style="width: 100%;" type="text"/></td> </tr> </table> | PARTY A                                   |  | <b>Company Name</b> | Alpha Capital 1 | <b>Mailing Address</b> | 2877 Stacia Ave, Helena, MT 59601, USA | <b>Phone</b> | 934 222 1366 | <b>Email</b> | ceo@alphacapital1.com | <b>EIN</b> | 93-2876510 | <b>Authorized Signatory</b> | <input style="width: 100%;" type="text"/> | <table style="width: 100%;"> <tr> <th colspan="2" style="text-align: center;">PARTY B</th> </tr> <tr> <td style="width: 30%;"><b>Company / Name</b></td> <td><input style="width: 100%;" type="text"/></td> </tr> <tr> <td><b>Mailing Address</b></td> <td><input style="width: 100%;" type="text"/></td> </tr> <tr> <td><b>Phone</b></td> <td><input style="width: 100%;" type="text"/></td> </tr> <tr> <td><b>Email</b></td> <td><input style="width: 100%;" type="text"/></td> </tr> <tr> <td><b>Authorized Signatory</b></td> <td><input style="width: 100%;" type="text"/></td> </tr> <tr> <td><b>Title</b></td> <td><input style="width: 100%;" type="text"/></td> </tr> </table> | PARTY B |  | <b>Company / Name</b> | <input style="width: 100%;" type="text"/> | <b>Mailing Address</b> | <input style="width: 100%;" type="text"/> | <b>Phone</b> | <input style="width: 100%;" type="text"/> | <b>Email</b> | <input style="width: 100%;" type="text"/> | <b>Authorized Signatory</b> | <input style="width: 100%;" type="text"/> | <b>Title</b> | <input style="width: 100%;" type="text"/> |
| PARTY A  |   |  |                     |                 |                        |  |              |              |              |                       |            |            |                             |   |   |         |  |                       |   |                        |   |              |   |              |   |                             |   |              |   |
| <b>Company Name</b>  | Alpha Capital 1                           |  |                     |                 |                        |  |              |              |              |                       |            |            |                             |   |   |         |  |                       |   |                        |   |              |   |              |   |                             |   |              |   |
| <b>Mailing Address</b>   | 2877 Stacia Ave, Helena, MT 59601, USA    |  |                     |                 |                        |  |              |              |              |                       |            |            |                             |   |   |         |  |                       |   |                        |   |              |   |              |   |                             |   |              |   |
| <b>Phone</b>   | 934 222 1366                              |  |                     |                 |                        |  |              |              |              |                       |            |            |                             |   |   |         |  |                       |   |                        |   |              |   |              |   |                             |   |              |   |
| <b>Email</b>   | ceo@alphacapital1.com                     |  |                     |                 |                        |  |              |              |              |                       |            |            |                             |   |   |         |  |                       |   |                        |   |              |   |              |   |                             |   |              |   |
| <b>EIN</b>   | 93-2876510                                |  |                     |                 |                        |  |              |              |              |                       |            |            |                             |   |   |         |  |                       |   |                        |   |              |   |              |   |                             |   |              |   |
| <b>Authorized Signatory</b>  | <input style="width: 100%;" type="text"/> |  |                     |                 |                        |  |              |              |              |                       |            |            |                             |   |   |         |  |                       |   |                        |   |              |   |              |   |                             |   |              |   |
| PARTY B  |   |  |                     |                 |                        |  |              |              |              |                       |            |            |                             |   |   |         |  |                       |   |                        |   |              |   |              |   |                             |   |              |   |
| <b>Company / Name</b>  | <input style="width: 100%;" type="text"/> |  |                     |                 |                        |  |              |              |              |                       |            |            |                             |   |   |         |  |                       |   |                        |   |              |   |              |   |                             |   |              |   |
| <b>Mailing Address</b>   | <input style="width: 100%;" type="text"/> |  |                     |                 |                        |  |              |              |              |                       |            |            |                             |   |   |         |  |                       |   |                        |   |              |   |              |   |                             |   |              |   |
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| <b>Title</b>   | <input style="width: 100%;" type="text"/> |  |                     |                 |                        |  |              |              |              |                       |            |            |                             |   |   |         |  |                       |   |                        |   |              |   |              |   |                             |   |              |   |

### Agreement Terms

- 1. Purpose.** Party A agrees to pay Party B the fee stated in this Agreement if, and only if, a covered transaction actually closes and Party A receives the corresponding closing value.
- 2. Preliminary Fee.** Unless the parties later agree otherwise in a signed writing, the preliminary fee shall be one percent (1.00%) of the gross closing proceeds or gross transaction value actually received by Party A from the applicable closed transaction.
- 3. Covered Transaction.** A covered transaction means any transaction, proposed transaction, financing, asset purchase or sale, program, placement, business opportunity, or other matter for which Party B introduces, refers, presents, or materially assists a contact, counterparty, or opportunity for Party A.
- 4. Condition to Payment.** No fee is earned, vested, due, or payable for introductions, discussions, draft documents, due diligence, soft commitments, or partially completed transactions. The fee becomes payable only upon an actual closing and only after Party A has received the relevant funds, assets, digital assets, settlement proceeds, or other agreed value.
- 5. Payment Timing.** Any fee that becomes payable under this Agreement shall be paid within three (3) business days after closing and after Party A has received cleared funds or completed settlement value, unless the parties sign different written payment instructions.
- 6. Designated Payees.** At Party B's written direction, any payable fee may be paid to Party B and/or to one or more of the designated names listed below. Names may be changed only by a later written instruction accepted by Party A.

| No. | Name / Company (name only) |
|-----|----------------------------|
| 1   |                            |
| 2   |                            |
| 3   |                            |
| 4   |                            |
| 5   |                            |

**7. Anti-Evasion.** If Party A closes or benefits from a covered transaction that was introduced or materially assisted by Party B, Party A shall not avoid or reduce the fee by shifting the transaction through an affiliate, related entity, nominee, consultant, alternate contact method, substitute counterparty, or other indirect route. If the substance of the transaction closes through such a route, the fee remains payable under this Agreement.

**8. General Terms.** This Agreement does not require either party to proceed with a transaction. It creates no partnership, joint venture, employment relationship, or fiduciary duty beyond its express terms. This Agreement is governed by Montana law, and any dispute arising from it shall be resolved by binding arbitration in Helena, Montana, with either party retaining the right to seek temporary injunctive relief from a court of competent jurisdiction pending arbitration. This Agreement may be signed in counterparts, including by PDF or electronic signature, and may be amended only by a signed writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**PARTY A**

Company: Alpha Capital 1

**Signature**

**Name / Title**

**Date**

|  |
|--|
|  |
|  |
|  |

**PARTY B**

**Company / Name**

**Signature**

**Name / Title**

**Date**

|  |
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