



10450 Nw 33th st, suite 301. Doral fl 33172

PH: +1786-306-56-77

E: [info@massinetwork.com](mailto:info@massinetwork.com)

W: <http://www.massinetwork.com/>

## Letter of Engagement

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This Letter of Engagement (this “Agreement”) is entered into between **CLIENT** and **Massi Network Group (“Massi”)**, whereby CLIENT shall engage Massi to provide the strategic consulting services described below in connection with a Financing Transaction(s).

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### 1. Engagement

(a) CLIENT hereby engages Massi to provide strategic consulting services in connection with equity financing and introduce third-party financiers to CLIENT in order to negotiate and raise an aggregate amount between one million (\$1,000,000 USD) and \$200 million (\$200,000,000 USD) (the “Transaction”) with one or more third-party Financiers that Massi introduces to CLIENT (each, a “Financier” or “Funder”), which consulting services also include but are not limited to: (i) advising and assisting in relation to the structuring of the Transaction; (ii) identifying potential Funders to provide financing for the Transaction; and (iii) general strategic consulting services.

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### 2. The Transaction

(a) The terms and conditions governing the Transaction(s) will be set forth in definitive agreements between CLIENT and each Funder (the “Definitive Agreements”), which will contain customary representations, warranties, covenants, and other terms to the satisfaction of the parties. For clarity, CLIENT is not obliged to enter into any Transaction with any Funder.

(b) The extent of Massi's obligations is to use commercially reasonable efforts to perform the services described in Section 1: (i) with due care and skill, (ii) in a professional manner, and (iii) in accordance with industry best practices.

(c) This Agreement shall not create any partnership, joint venture, employment, or agency relationship between the parties. Massi is not authorized to make any



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representation, contract, or commitment on behalf of CLIENT without CLIENT's explicit written consent.

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### 3. Compensation

Dear [Client's Name],

Thank you for considering Massi Network Group to support your capital needs. From the very beginning, we believe in being fully transparent about the fee structure involved in securing funding for your company or personal projects.

- **Consulting Fee (Massi Network Group):** 1.5% – 3% of the total capital secured. In certain high-risk or highly complex transactions, this fee may go up to 5%. **“Low risk – low fee, high risk – high fee.”**

- **Origination & Closing Fees (Lender/Investor):** Typically, between 1.5% – 4%, charged directly by the bank, lender, private investor, or capital provider depending on the transaction structure. In some high-risk or non-traditional deals, these fees may be higher, always in line with market practices.

This means that the **total combined fees usually fall within 3% – 6%**, which is consistent with current U.S. market standards.

Our role is to leverage our global network of banks, lenders, and private investors to deliver the right capital solutions quickly, efficiently, and with full professionalism. We take pride in ensuring clarity, trust, and integrity in every step of the process.

If you are ready to move forward, I would be glad to schedule a call to understand your capital requirements and outline the next steps.

Best regards, Jonathan Massiani CEO – Massi Network Group

### Acknowledgment and Acceptance of Terms

I, [Client's Name], hereby acknowledge and accept the fee structure presented by **Massi Network Group** for consulting and capital-raising services.

I understand and agree that:

- A **Consulting / Success Fee** will be charged by Massi Network Group as outlined in the proposal.
- **Origination and Closing Fees** will be charged directly by the respective bank, lender, private investor, or capital provider.



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- In certain cases, depending on the complexity of the transaction and client requirements, a **retainer fee** may be requested at the beginning of the engagement. This retainer will be credited toward the final success fee at closing. By signing below, I confirm my willingness to proceed under these terms and to work in good faith with Massi Network Group to secure the required funding.

In consideration for Massi's strategic consulting services, CLIENT shall pay to Massi:

(a) A one-time "Retainer fee" of \$\_\_\_\_\_ within 48 hours of signing this Agreement.

(b) Upon CLIENT entering into any definitive funding agreement, loan agreement, investment agreement, or similar contract with a funder, CLIENT shall pay to Massi Network Group a Consulting Fee equal to \_\_\_\_% of the total amount of funds received by CLIENT under each such agreement, less any Retainer Fee previously paid, which shall be credited toward the Consulting Fee. These fees shall be payable within forty-eight (48) hours of the funds becoming cleared and available in CLIENT's bank account.

(c) **Late Payment:** Any delay beyond five (5) business days will accrue interest at a rate of **1.5% per month** until paid in full.

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#### 4. CLIENT Obligations

CLIENT shall:

- Provide Massi with timely, accurate, and complete information reasonably required to perform the services;
- Designate an authorized representative to coordinate with Massi;
- Cooperate in scheduling meetings, due diligence, and communications with potential funders.

Failure to cooperate materially shall constitute breach of this Agreement.

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## 5. Termination & Tail Clause

(a) Either party may terminate this Agreement upon thirty (30) days' prior written notice.

(b) Notwithstanding termination, Massi shall remain entitled to its Consulting Fees if CLIENT enters into any Transaction, directly or indirectly, with a Funder or counterparty introduced by Massi **within twelve (12) months after termination** of this Agreement.

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## 6. Confidentiality

CLIENT acknowledges and agrees that Massi uses confidential and proprietary materials, and Massi likewise agrees to treat CLIENT's information confidentially, as outlined in the original terms.

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### 6A. Non-Circumvention

CLIENT agrees that it shall not, directly or indirectly, circumvent, avoid, bypass, or obviate Massi Network Group, its officers, directors, agents, or representatives, to avoid payment of fees or to otherwise gain a benefit, with respect to any transactions, opportunities, funders, investors, financiers, or counterparties introduced by Massi under this Agreement.

This obligation extends to **affiliates, subsidiaries, shareholders, employees, or entities controlled by such funders.**

It shall remain in full force and effect for a period of **two (2) years** from the termination or expiration of this Agreement, and shall survive termination of this Agreement.

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## 7. Waiver

CLIENT acknowledges it is a sophisticated business enterprise with competent advisors and disclaims imposing fiduciary duties on Massi.

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## 8. Expenses

CLIENT shall reimburse Massi for reasonable, pre-approved out-of-pocket expenses (e.g., travel, lodging, third-party reports) incurred in connection with the services under this Agreement.

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## 9. Force Majeure

Neither party shall be liable for failure or delay in performance due to events beyond its reasonable control, including acts of God, government actions, labor disputes, or other force majeure events.

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## 10. Right to Announce

Following the completion of any Transaction, Massi shall have the right to list CLIENT as a client and announce the successful closing in its marketing materials, provided that financial terms remain confidential unless CLIENT provides written consent.

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## 11. Governing Law & Dispute Resolution

This Agreement shall be governed by the laws of the **State of Florida**.

Any disputes shall first be submitted to **binding arbitration under the American Arbitration Association (AAA) in Miami, Florida**, with proceedings conducted in English. Judgment on the award rendered may be entered in any court of competent jurisdiction.



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## 12. Miscellaneous

- Services are solely for the benefit of CLIENT.
  - Agreement survives termination for confidentiality, non-circumvention, tail, indemnity, and dispute resolution clauses.
  - This Agreement constitutes the entire agreement and may only be amended in writing signed by both parties.
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## 13. Disclaimer

Massi Network Group is not a lender, bank, or financial institution. Massi acts solely as a business consulting firm, leveraging over thirty (30) years of combined experience in connecting business owners with sources of capital. All financing decisions and agreements are made exclusively between CLIENT and the third-party funders.

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### Signatures:

Massi Network Group  
By: \_\_\_\_\_  
Jonathan Massiani  
Chief Executive Officer

Agreed and accepted:

CLIENT  
By: \_\_\_\_\_  
Authorized Signatory