

# STAPLETON FROST

## M&A Advisor Membership Agreement

**Effective Date:** Upon Acceptance

By clicking “I have read and agree to the following terms,” you (“Member”) enter into this M&A Advisor Membership Agreement (“Agreement”) with **Stapleton Frost Capital, LLC**, a Florida limited liability company (“Company”). This Agreement governs your participation in the Stapleton Frost Capital M&A Advisor Membership Program (“Program”).

### 1. Purpose of Membership

The Program provides Members with access to resources, tools, and support related to mergers and acquisitions advisory activities. Membership does not create an employment, partnership, joint venture, or agency relationship with the Company.

### 2. Fees and Payment Terms

- i. Member agrees to pay a non-refundable setup fee of **\$995** upon enrollment.
- ii. Member agrees to pay a recurring monthly membership fee of **\$195**, billed in advance.
- iii. **All fees are non-refundable**, regardless of participation, usage, or termination.

#### A. Commission Structure

- Member will receive an 80/20 commission split (Member 80% / Company 20%) on M&A asset-based deals that are sourced, negotiated, and closed entirely by the Member without assistance from Company staff.
- Member will receive a 50/50 commission split on M&A asset-based deals that are closed by the Company or closed jointly with Company staff involvement.

#### B. Securities Restriction

- Member acknowledges that they may not engage in any securities transactions, including but not limited to stock sales, equity transfers, or any transaction requiring securities licensing.
- If a potential transaction involves securities, Member **must refer the client to Company staff**, and Member will receive a one-time referral fee.

- This referral fee shall not be based on transaction value, success fee percentage, or any performance-based compensation, and will be paid as a flat referral amount determined solely by the Company.

### **3. Cancellation Policy (90-Day Notice)**

- Member may cancel membership at any time by providing written notice to the Company.
- Cancellation becomes effective 90 days after the date written notice is received.
- Membership and billing will continue during the 90-day notice period.
- No refunds will be issued for any fees paid before or during the notice period.

### **4. Member Representations – Felony & Administrative Action Disclosure**

- Member represents and warrants that they have not been convicted of any felony and/or administrative action within the past ten (10) years.
- The Company may conduct an independent background check to verify this representation.
- If the Company determines that Member misrepresented or concealed felony and/or administrative action history, the Company may immediately terminate membership, and no refunds will be issued.

### **5. Indemnification**

- Member agrees to indemnify, defend, and hold harmless Stapleton Frost Capital, LLC, its officers, employees, and affiliates from any claims, damages, liabilities, or expenses arising from:
  - Member’s actions, errors or omissions,
  - Member’s participation in the Program,
  - Member’s breach of this Agreement, or
  - Member’s misrepresentation regarding felony and/or administrative action history.

### **6. Non-Refund Policy**

All payments made under this Agreement — including the setup fee, monthly fees, and any other charges — are **strictly non-refundable**.

### **7. Confidentiality**

Member agrees not to disclose any confidential, proprietary, or strategic information belonging to the Company, including client lists, marketing strategies, operational methods, or other sensitive information.

### **8. Non-Circumvent / Non-Recruit**

Member agrees that during their membership and for **one (1) year following termination**, they shall not, directly or indirectly:

- Recruit, solicit, hire, or attempt to hire any employee, contractor, vendor, or service provider of the Company;
- Circumvent the Company by attempting to work directly with, solicit, or divert any Company clients, prospects, leads, or relationships introduced through the Program;
- Interfere with or attempt to interfere with any business relationships of the Company.

### **9. Non-Compete (Limited to Company Clients Only)**

A. Member agrees that during their membership and for **one (1) year following termination**, they shall not:

- Provide M&A advisory services to any **current Company client**,
- Provide M&A advisory services to any **Company lead, prospect, or referral** introduced through the Program,
- Attempt to divert or solicit Company clients for Member's own benefit or for any third party.

B. Member's Existing Clients Protected

i. Nothing in this Agreement restricts the Member from:

- Working with their own existing clients,
- Maintaining their own book of business,
- Operating their own advisory practice independently.

### **10. No Guarantee of Results**

The Company does not guarantee:

- Deal flow,
- Earnings,
- Business opportunities,
- Success as an M&A advisor,

- Collaboration from other network members.

Member participates at their own discretion and risk.

## **11. Termination by Company**

The Company may terminate membership immediately for:

- Misrepresentation,
- Violation of law,
- Harmful conduct,
- Non-payment,
- Abuse or unprofessional behavior toward others,
- Failure to comply with this Agreement.

No refunds will be issued upon termination.

## **12. Governing Law**

This Agreement is governed by the laws of the **State of Florida**.

## **13. Dispute Resolution**

Any dispute arising from or relating to this Agreement shall first be submitted to mediation, and if unresolved, shall be resolved exclusively through binding arbitration. The parties expressly waive the right to file or participate in any lawsuit or court proceeding of any kind, and agree that arbitration shall be the sole and exclusive forum for resolving all disputes, claims, or controversies arising out of this Agreement. The only exception to this waiver is that either party may seek court action solely for the purpose of enforcing an arbitration award or compelling arbitration, as permitted by applicable arbitration law. No other court proceedings shall be permitted.

## **14. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous agreements, except for any separate confidentiality or non-disclosure agreements.

## **15. Acceptance**

By clicking "I Agree," Member acknowledges that they have read, understood, and agree to be bound by this Agreement.