

Consulting and Representation Agreement

This Consulting and Representation Agreement (“Agreement”) is entered into as of _____, 2021 by and between The Taipei Economic and Cultural Office, San Francisco _____ (“Client”) and _____ holding California DRE License _____, (“Broker”).

WHEREAS, Client desires to retain, and Broker desires to provide, on the terms and conditions set forth in this Agreement, Broker’s real estate brokerage services as Client’s consultant and representative, in connection with one or more prospective transactions (the “Transactions”, or each a “Transaction”) in which Client, in its sole and absolute discretion, acquire in certain properties offered for sale (the "Property" or "Properties") in San Francisco, California.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as set forth herein.

1. Engagement; Exclusive Representation. Client hereby appoints Broker as its consultant and representative to provide the services described in this Agreement. Broker is and shall be the exclusive agent of Client with respect to Transactions involving the Properties. During the term of this Agreement (including any extensions thereof), Client shall refer to Broker all offers, advertisements and solicitations which have been or may be received by Client from any other real estate brokers, property owners, or others with respect to prospective Properties; Broker shall promptly review any such offers and solicitations, and all further communications and negotiations pursuant thereto (if any) shall be conducted through Broker under the terms of this Agreement.

2. Broker’s Services. Broker will provide the following services to Client, at Client’s direction, and such other real estate brokerage services as may be requested by Client from time to time, hereunder:

- (a) Present to Client opportunities to acquire interests in Properties which fit the criteria determined by Client, together with all material information available to Broker with respect to those Properties, and assist Client with evaluation thereof and the terms of potential Transactions that would be suitable for Client’s use;
- (b) Consult, strategize and prepare materials to support Client’s acquisition offers for Properties (“Offers”), including the preparation of information concerning Client for presentation to owner/seller(s) and listing agent(s);
- (c) Attend and conduct meetings with Client and others involved in prospective Transactions, to implement strategy, negotiate the terms of Offers and contracts on Client’s behalf, and represent Client’s best interest as directed by Client with respect to the Transactions and any Offers; and
- (d) In the event any Offer by Client is accepted, assist Client in Client’s due diligence investigations and the satisfaction of other conditions or contingencies, and closing of the Transaction.

3. Client’s Duties. In addition to Client’s obligations set forth elsewhere in this Agreement, Client shall:

- (a) Provide to Broker accurate information concerning the Client, as Broker may reasonably request in connection with Broker's services;
- (b) Review offers and contracts which may be delivered by Broker to Client for Client's approval, and correct any inaccurate statements of fact concerning Client therein;
- (c) Keep informed concerning Client's plans criteria for prospective Transactions, and respond to Broker inquiries and requests;
- (d) Cooperate with Broker in the preparation and presentation of Offers;
- (e) As may be applicable in connection with any Transaction, cause the Seller and/or escrow holder to pay the Commission (as defined in Paragraph 9).

4. Client Representations. Client represents and warrants to Broker that:

- (a) Client has not entered into any other representation or brokerage agreement with any other broker or finder with respect to any Properties which are the subject of this Agreement, and Broker's representation is exclusive.
- (b) The information to be provided by Client to Broker will, to the best knowledge of Client, be true, correct and complete and not misleading in any material respect.
- (c) Client will exercise its discretion in good faith in evaluating any Properties and is a ready, willing, and able purchaser, with the authority and capacity to perform its obligations arising under any such Offer which Client elects to pursue, in its sole and absolute discretion.

5. No Commitments or Guarantees. Broker shall make no commitments or Offers on behalf of Client without Client's specific authorization; Client reserves the sole and absolute discretion to accept or reject any recommendation made by Broker. Client acknowledges that Broker does not guarantee that suitable Properties will be available, that Client's Offers (if any) will be accepted, nor that, if any Offer is accepted, the subject Transaction will close. Broker acknowledges that Client has no obligation to make Offers on available Properties on certain criteria, or at all, and Client does not guarantee that any Transaction subject to this Agreement will close.

6. Professional Advice. Client will obtain legal, tax, and other professional or expert advice relating to this Agreement and to any proposed Transaction, and Broker will assist Client in evaluating as the physical, financial, and legal condition of any Property as to which Client desires to make an Offer, including without limitation the Property's improvements, equipment, soil, tenancies, title, environmental aspects and compliance with the Americans with Disabilities Act.

7. Other Buyers. Client understands that Broker represents other prospective buyers and investors who may have an interest in Properties and may be in competition with Client for acquisition of the same Properties presented to Client hereunder. Broker will disclose to Client in advance of presenting a Property to Client whether it also represents other prospective lessees/buyers in the lease/purchase of any interest in any Property.

8. Confidential Information. Client and Broker have previously, or shall concurrently herewith, enter into a Confidentiality and Nondisclosure Agreement ("NDA") concerning confidential

information provided by each of them to the other in connection with the Transactions. Performance of all terms, conditions, and obligations of the NDA is a material obligation of each party to this Agreement, and any breach of the NDA shall be deemed a material breach of this Agreement.

9. Compensation to Broker. As compensation for its services provided hereunder, Broker shall be paid a full market commission based on the customary and ordinary practices offered by the selling owner(s) with whom any Transaction is ultimately concluded, or the portion of said market commission as may be negotiated between Broker and any listing broker(s) as a cooperating or selling broker share (the "Commission").

10. Term. The term of this Agreement shall commence on the effective date referenced above, and expire 6 months thereafter. The term of this Agreement may be extended by any written agreement or notice signed by both Client and Broker. Either party may terminate this Agreement, with or without cause, upon 30 days' prior written notice, subject to the provisions of Paragraph.

11. Trailing Transactions. Client acknowledges that as a result of Broker's services hereunder, a relationship may be established with the seller/owner(s) of or listing broker(s) for Properties that would not otherwise be available to Client, and that as Client's exclusive agent and representative hereunder, Broker shall be entitled to compensation in certain circumstances notwithstanding the expiration or termination of this Agreement and regardless of whether Broker takes an active role in the negotiation of any Transaction involving parties or property originally introduced to Client by Broker. Upon the expiration or termination of this Agreement (including any extensions thereto), Broker shall, within 10 days after the effective date of expiration or termination, deliver to Client a list of the Properties which have been the subject of active negotiations, as evidenced by a Letter of Intent signed by Client, presented by Broker to Client hereunder. In the event a Transaction to which Client is a party involving any of the Properties on the list, or the owner(s) thereof, is completed within 90 days after the expiration or termination of this Agreement, the Commission described in Paragraph 9 shall be deemed earned by, and shall be paid to, Broker

12. Relationship of the Parties; Affiliates, Successors and Assigns. Broker is, and will provide the services described herein as, an independent contractor and not an employee of Client. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose. As used herein, the term "Client" includes, and this Agreement is binding with respect to all Transactions involving, any limited liability company, partnership, joint venture, corporation, trust or other entity which controls, is controlled by, or is under common control with the person or entity who executes this Agreement as the Client. This Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

13. Additional Documents and Acts. Client and Broker agree to execute and deliver any additional documents and instruments and to perform any additional acts that may be necessary or appropriate to effect, carry out and perform all of the terms, provisions, and conditions of this Agreement and, subject to the limitations stated herein, the transactions contemplated hereby.

14. Prevailing Party. If any legal action or proceeding is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorneys' fees and other expenses incurred by the prevailing party.

15. Miscellaneous. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. In the event any term of this

Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though that term were absent upon the date of its execution. This Agreement shall be governed by the law of the State of California.

16. Signatures. Each individual executing this Agreement on behalf of a party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of that party, and that this Agreement is binding upon that party in accordance with its terms. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of which together shall constitute one and the same Agreement. A digital, electronic, or facsimile signature shall be effective as an original for all purposes.

IN WITNESS WHEREOF the parties have executed this Consulting and Representation Agreement as of the date set forth above.

BROKER

TAIPEI ECONOMIC AND CULTURAL
OFFICE

By:
Its:

By:
Its: