CPX WHOLESALE DEALER

Seller Equipment Brokerage Agreement

California Template - Commercial Trucks, Trailers, Reefers, and Fleet Equipment

Effective Date: ______________________	Agreement No.: ____________________
Broker: CPX Wholesale Dealer Address: _________________________ Email: info@cp-xchange.com Phone: 938-300-2955	Seller: _____________________________ Address: _________________________ Contact: _________________________

1. Appointment

Seller appoints Broker to market and arrange the sale of the commercial equipment listed in Exhibit A (the Equipment). This appointment is: [ ] Exclusive [ ] Non-exclusive. Unless otherwise stated below, the term begins on the Effective Date and ends 90 days later.

2. Brokerage Services

Broker may evaluate market positioning, market the Equipment, identify and qualify prospective buyers, coordinate inspections, assist with documentation, and coordinate closing. Broker does not guarantee a sale, a sale price, financing, inspection results, title transfer timing, or buyer performance.

3. Price and Seller Approval

Seller's approved minimum net amount is $_______________________. Broker may advertise and negotiate within Seller's written instructions. No binding sale, price reduction, repair authorization, or other material term may be accepted without Seller's approval, except as expressly stated in writing.

4. Brokerage Fee

Seller will pay Broker a success-based brokerage fee of _______% of the gross sale price, subject to a minimum fee of $________________. CPX's standard brokerage fees generally range from 1% to 10%, depending on equipment value, package size, marketability, and scope of services. The fee is earned when a buyer procured by Broker completes a purchase and sale funds are received and cleared. Broker may deduct its earned fee from closing proceeds if Seller authorizes this in writing; otherwise Seller must pay the fee within two business days after closing.

5. Expenses

Seller is responsible for pre-approved third-party costs, including inspections, repairs, reconditioning, storage, transportation, photography, advertising, title/payoff processing, and other agreed transaction expenses. Broker must obtain Seller's written approval before incurring a non-routine expense over $________________.

6. Seller Representations

Seller represents that it owns the Equipment or has authority to sell it; all VINs, serial numbers, model years, specifications, locations, hours, condition statements, title information, and lien/payoff information given to Broker are accurate; and Seller will provide clean title, required lien releases, and all documents needed to complete a lawful transfer.

7. Buyer Introductions and Non-Circumvention

During the term and for 180 days after it ends, Seller will not directly or indirectly complete a sale with a buyer first introduced by Broker without paying the agreed brokerage fee. This provision applies whether the sale is completed by Seller, an affiliate, or another intermediary.

8. Compliance and Dealer-of-Record Role

Each party will comply with applicable dealer, title, tax, export, anti-money-laundering, and recordkeeping requirements. When CPX is designated dealer of record or otherwise participates in closing, the parties will follow CPX's written transaction and payment instructions. Seller remains responsible for the truth and completeness of its Equipment information and ownership documents.

9. Confidentiality

The parties will keep nonpublic pricing, buyer identities, seller identities, transaction documents, and business terms confidential, except as needed to market the Equipment, complete the transaction, comply with law, or enforce this Agreement.

10. Termination

Either party may terminate this Agreement by written notice. Termination does not eliminate Seller's obligation to pay the brokerage fee for a buyer introduced by Broker during the term or within the 180-day protection period.

11. California Law; Venue

This Agreement is governed by California law. Any action arising from this Agreement must be brought in the California county where Broker's principal office is located, unless the parties agree otherwise in writing.

12. Entire Agreement

This Agreement and Exhibit A are the entire agreement concerning the Equipment. Any change must be in writing and signed by both parties. Electronic signatures and counterparts are valid.

Seller and Broker acknowledge that they have read and agree to this Agreement. Parties should obtain independent legal and tax advice before signing.

SELLER	CPX WHOLESALE DEALER
Signature: ________________________	Signature: ________________________
Name: ________________________	Name: ________________________
Title: ________________________	Title: ________________________
Date: ________________________	Date: ________________________

Exhibit A - Equipment Schedule

Attach additional pages if needed. This exhibit forms part of the Seller Equipment Brokerage Agreement.

Year	Make / Model	VIN / Serial No.	Location	Minimum Net

Condition, title, lien/payoff, or other disclosures:

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Seller Signature: ______________________________ Date: ________________