

DEPOSIT AGREEMENT

Location: _____ Date: _____

Parties:

Depositor (Name): _____

Depositor Address: _____

Depositor Phone/Email: _____

Recipient (Name): _____

Recipient Address: _____

Recipient Phone/Email: _____

Deposit Details:

Deposit Amount: _____ USD

Deposit Purpose / Description: _____

Terms and Conditions:

This Deposit Agreement ("Agreement") is entered into by and between the Depositor and the Recipient. The Depositor agrees to pay and transfer to the Recipient the Deposit Amount as a good faith deposit related to a potential transaction, which shall be held and applied in accordance with the terms set forth herein.

1. Deposit Receipt and Acknowledgment

Recipient hereby acknowledges receipt of the Deposit Amount specified above. The Deposit shall be held in a separate escrow or trust account, and shall not be commingled with Recipient's general funds.

2. Application of Deposit

If the parties enter into a definitive agreement for the transaction contemplated, the Deposit shall be applied to the purchase price or other amounts due under such agreement as specified therein.

3. Refund of Deposit

If the transaction does not close due to reasons beyond the Depositor's default or breach, the Deposit shall be refunded to the Depositor in full within a reasonable time period not to exceed ten (10) business days after written notice.

4. Forfeiture of Deposit

If the Depositor defaults or breaches any material term or condition of the contemplated transaction or this Agreement, the Deposit shall be forfeited to Recipient as liquidated damages, and Recipient shall have no further obligation to Depositor.

5. No Waiver

No failure or delay by either party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof.

6. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of _____ without regard to its conflict of law principles. Any dispute arising under or related to this Agreement shall

be subject to the exclusive jurisdiction and venue of the state and federal courts located in _____ County,
_____.

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the Deposit and supersedes all prior understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

8. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one agreement. Electronic signatures shall be deemed valid and binding.

9. Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, nationally recognized overnight courier, or electronic mail capable of confirming delivery, to the addresses specified above or as otherwise designated in writing.

10. Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

DEPOSITOR'S SIGNATURE

RECIPIENT'S SIGNATURE

Signature: _____

Signature: _____

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