

NON REFUNDABLE DEPOSIT CONTRACT

Location: _____ Reference No.: _____

Parties:

Deposit Payor Name: _____

Deposit Recipient Name: _____

Deposit Recipient Address: _____

Deposit Payor Contact Information: _____

Deposit Details:

Deposit Amount: _____ USD

Purpose of Deposit: _____

Date of Deposit Payment: _____

Contract Terms and Conditions:

1. Deposit Nature and Binding Effect

The Deposit Payor hereby delivers to the Deposit Recipient a non-refundable deposit in the amount set forth above (the "Deposit"). This Deposit shall serve as consideration for the parties entering into a binding contract as defined herein, subject to the terms and conditions specified.

2. Non-Refundability

Except as expressly provided in this Contract, the Deposit shall be non-refundable under any circumstances including, but not limited to, cancellation by the Deposit Payor, failure to proceed with the contemplated transaction, or breach by the Deposit Payor.

3. Application of Deposit

The Deposit shall be applied toward the total purchase price or other agreed payment amount upon consummation of the transaction for which this Deposit is made. If the transaction does not close due to reasons attributable to the Deposit Recipient, the Deposit shall be refunded to the Deposit Payor in full.

4. Default and Remedies

In the event of default by the Deposit Payor, including failure to perform any obligations under this Contract or related agreements, the Deposit Recipient may retain the Deposit as liquidated damages and pursue any additional remedies available at law or equity.

5. No Waiver

Acceptance or retention of the Deposit by the Deposit Recipient shall not constitute a waiver of any rights or remedies under this Contract or applicable law.

6. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the United States and the applicable state law where the Deposit Recipient is located, without regard to conflict of laws principles.

7. Entire Agreement

This Contract, together with any attached exhibits or schedules, constitutes the entire agreement between the parties

with respect to the Deposit and supersedes all prior or contemporaneous agreements, understandings, or representations.

8. Amendments

Any amendment or modification to this Contract must be in writing and signed by authorized representatives of both parties.

9. Notices

All notices required or permitted under this Contract shall be in writing and delivered by hand, certified mail, overnight courier, or email with confirmation of receipt to the addresses set forth herein.

10. Severability

If any provision of this Contract is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

11. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one instrument.

12. Authority

Each party represents that the individual signing this Contract on its behalf is duly authorized to bind such party.

13. No Oral Agreements

This Contract constitutes the entire understanding between the parties with respect to the Deposit, and no oral agreements or representations shall be binding.

14. Relationship of Parties

Nothing in this Contract shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

15. Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control including acts of God, war, terrorism, governmental action, or natural disasters.

16. Confidentiality

The parties agree to maintain the confidentiality of all non-public information exchanged in relation to this Deposit and the contemplated transaction.

17. Dispute Resolution

Any disputes arising under this Contract shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or as mutually agreed.

18. Further Assurances

The parties agree to execute and deliver any further documents or take any further actions necessary to effectuate the purposes of this Contract.

19. No Refund for Services or Costs

The Deposit Payor acknowledges that the Deposit does not cover any services rendered or costs incurred by the Deposit Recipient prior to consummation or termination of the transaction.

20. Signatures and Execution

This Contract may be executed electronically or in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

DEPOSIT PAYOR SIGNATURE

DEPOSIT RECIPIENT SIGNATURE

Signature: _____

Signature: _____

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