C.P.X. EQUIPMENT BROKERAGE AGREEMENT

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

Effective Date: _____ Broker: C.P.X. (DLR #02231) Office: 4401 N Atlantic Ave., 2nd Floor Long Beach, CA 90807 Mailing: P.O. Box 17516, Long Beach, CA 90807 Phone: 938-300-2955	Agreement No.: F-66960063-2026 # _____ Client: [ ] Buyer [ ] Seller Business Name: _____ Address: _____ _____ Contact / Phone: _____

1. Appointment

Client appoints C.P.X. to provide brokerage services for the purchase or sale of the equipment described in Exhibit A (the "Equipment"). This appointment is: [ ] Exclusive [ ] Non-Exclusive. Unless otherwise agreed in writing, it begins on the Effective Date and ends 90 days later.

2. Brokerage Services

C.P.X. may identify and qualify prospective counterparties, coordinate inspections, assist with negotiations and documentation, and coordinate closing. C.P.X. does not guarantee availability, price, financing, equipment condition, inspection results, title timing, or counterparty performance.

3. Price and Client Approval

Client's approved target purchase price or minimum sale net is stated in Exhibit A. C.P.X. may negotiate within Client's written instructions. No purchase, sale, deposit, price change, repair authorization, or other material term may be accepted without Client's written approval.

4. Flat Per-Unit Brokerage Fee

Client will pay C.P.X. a flat brokerage fee of $_____ per completed unit for each transaction sourced or introduced by C.P.X. No percentage fee applies. The fee is earned when the transaction closes and cleared funds are received, and is due within two business days after closing unless otherwise agreed in writing.

5. Expenses

Client is responsible for pre-approved third-party costs, including inspections, transportation, repairs, storage, photography, advertising, title or payoff processing, and other agreed transaction expenses. C.P.X. may not incur non-routine expenses without Client's written approval.

6. Client Representations

Client represents that it has authority to enter this Agreement and, if selling, owns the Equipment or has authority to sell it. Client will provide accurate VIN or serial numbers, ownership, title, lien or payoff, condition, location, and specification information, plus the documents and funds needed for a lawful transaction.

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7. Counterparty Introductions and Non-Circumvention

During the term and for 180 days after it ends, Client will not directly or indirectly complete a transaction with a party first introduced by C.P.X. without paying the agreed flat per-unit brokerage fee. This applies whether the transaction is completed by Client, 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 C.P.X. is designated dealer of record or otherwise participates in closing, the parties will follow C.P.X.'s written transaction and payment instructions.

9. Confidentiality

The parties will keep nonpublic pricing, counterparty identities, transaction documents, and business terms confidential, except as needed to market or 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 Client's obligation to pay the agreed fee for a protected transaction or approved expenses already incurred.

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 C.P.X.'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.

Client and C.P.X. acknowledge that they have read and agree to this Agreement. The parties should obtain independent legal and tax advice before signing.

CLIENT		**C.P.X.**	
Authorized Signature:	_____	Authorized Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

EXHIBIT A - EQUIPMENT SCHEDULE

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This exhibit forms part of the C.P.X. Equipment Brokerage Agreement.

Qty	Year / Make / Model	VIN / Serial No.	Location	Target Price / Terms
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Inspection, delivery, financing, trade-in, or other instructions:

_____

_____

_____

Client Signature: _____ Date: _____