Exhibit B - Liquidated Damages & Enforcement Provisions

B.1 Purpose and Acknowledgment

The Parties acknowledge that:

- The Team invests substantial resources in generating, nurturing, and converting Leads and Team Clients
- Damages arising from breach—particularly involving undisclosed transactions, diversion of Team Clients, or circumvention—are **difficult to ascertain with precision**
- The following liquidated damages are **a reasonable pre-estimate of harm** and **not a penalty**

B.2 Triggering Events

Liquidated damages shall apply upon any of the following ("**Triggering Events**"):

1. Failure to disclose a **Pipeline Transaction** at termination
2. Closing a **Team Client** transaction outside this Agreement
3. Misrepresenting deal status to avoid compensation obligations
4. Diverting or soliciting a **Team Client** in violation of Section 13
5. Conducting off-platform transactions not recorded in Broker systems
6. Using Team data, CRM, or confidential materials to complete a transaction outside the Team

B.3 Liquidated Damages Formula

Upon a Triggering Event, TL shall be entitled to:

(a) Primary Measure

The greater of:

- **(i)** TL's full contractual share of GCI that would have been earned under this Agreement; OR
- **(ii) 50% of Gross Commission Income (GCI)** from the subject transaction

(b) Minimum Floor

In all cases, not less than:

$5,000 per violation

(c) Enhanced Damages for Concealment

If the breach involves intentional concealment or fraud:

2x the amount calculated under (a)

B.4 Additional Remedies (Stacking Allowed)

Liquidated damages are **in addition to**, not in lieu of:

- Injunctive relief
- Specific performance
- Audit rights
- Attorney's fees
- Recovery of investigative costs

B.5 Presumption of Validity

The Parties expressly agree:

- These damages are **commercially reasonable**
- They are **necessary for protection of legitimate business interests**
- They are intended to **avoid costly litigation over uncertain damages**

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SO AGREED;

TM: _____ _____ _____
Signature *Print Name* *Date*

TL: _____ _____ _____
Signature *Print Name* *Date*

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