HERMESS Management Consulting Trading & Finance
İncilipınar Mah. 1239 Sokak No:5/a · Pamukkale / Denizli
+90 258 211 66 36 · info@hermessmc.com

Business Brokerage and Source Protection Agreement

Mandate agreement for procuring finance – sample text

Client (company)	.....
Managing director / shareholders	.....
Address / tax no.	.....
Broker	HERMESS Management Consulting Trading & Finance, Pamukkale / Denizli (hereinafter "HERMESS")
Project / purpose of financing	.....
Requested amount and currency	.....

1. Subject and mandate

The Client irrevocably and exclusively instructs HERMESS to procure financing for the project stated above. HERMESS prepares and conducts negotiations with financial institutions on the Client's behalf up to signing.

HERMESS may appoint associated companies and subcontractors and decides independently on the measures required for successful completion, informing the Client accordingly.

2. Obligations of HERMESS

HERMESS keeps the Client regularly informed of the status of the transaction and discloses related correspondence upon request. Internal or confidential documents not directly related to the Client's transaction are not disclosed.

HERMESS treats the Client's information as strictly confidential and uses it solely to procure the financing.

3. Obligations of the Client

The Client provides all requested information and documents completely, correctly and in good time, and is responsible for consequences of incorrect or incomplete information.

The Client authorises HERMESS to apply for financing in the Client's name and to share the required data with lenders and their agents.

4. Fees and expenses

Success fee: upon successful completion, a commission of ..... % of the financing amount or ..... is payable on disbursement to the account nominated by HERMESS.

Processing fee: for independent appraisals, business plan, feasibility study, certified accountant reports, travel and communication costs, a fee of ..... is payable on signing and will be credited against the success fee.

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All fees are agreed in writing before signing; there are no oral side agreements.

5. Source protection and non-circumvention

The parties undertake to keep information on persons and companies introduced to each other confidential and not to deal with them directly or indirectly without the other party's written consent (source, client and commission protection based on ICC rules).

This obligation applies for ..... years from signing. The Client shall conduct further business of the same kind, including with third parties it introduces, via HERMESS. Contractual penalty in case of breach: .....

6. Term and termination

This agreement is valid for ..... years from signing. Either party may terminate for good cause by written notice; fee entitlements accrued until termination remain unaffected.

With a complete file the process typically takes 8–12 weeks; this is not a guaranteed timeline. The credit decision always rests with the financial institution.

7. Data protection

The parties comply with Turkish Law No. 6698 on the Protection of Personal Data and, where applicable, the EU General Data Protection Regulation (GDPR).

8. Governing law and jurisdiction

This agreement is governed by the laws of ..... Place of jurisdiction is .....

9. Final provisions

Should any provision be invalid, the remaining provisions remain in force; the invalid provision is replaced by a valid one closest to its economic purpose. Amendments must be made in writing.

Annexes: (1) List of documents required for foreign loans, (2) Project summary covered by the mandate.

Client – stamp / signature

_____

Name, title · Place, date

HERMESS – stamp / signature

_____

Name, title · Place, date