

## FINDERS FEE AGREEMENT

This FEE AGREEMENT (the “**Agreement**”), effective as of \_\_\_\_\_ (the “**Effective Date**”), is entered into by and between Corinthian Capital Group, LLC, with offices at 366 Madison Ave, New York, NY 10017 (“**Corinthian**”) and \_\_\_\_\_, with offices at \_\_\_\_\_ (the “**Finder**”). (Corinthian, and Finder are hereinafter collectively referred to as the “**Parties**”).

**WHEREAS**, the Finder desires to present to Corinthian a qualified business or company (the “**Prospect**”) that may desire to have Corinthian purchase it or certain of its assets, or to provide financing (debt or equity) to it (the “**Transaction**”).

**NOW THEREFORE**, the Parties agree as follows:

1. Corinthian agrees to retain Finder to act as its non-exclusive intermediary for a *bona fide* introduction to the Prospect for the Transaction. Notwithstanding the foregoing, this agreement shall be null and void if Corinthian can demonstrate that it has had discussions with the Prospect or its affiliates regarding a Transaction within three (3) years prior to introduction by Finder. The terms of this Agreement shall be binding upon the parties upon written disclosure of the Prospect’s place of business to Corinthian and a *bona fide* introduction by Finder to the Prospect’s majority owners.

2. The sole duty of Finder is to act as an intermediary to present the Prospect to Corinthian (and to furnish or facilitate the delivery of confidentiality agreements, financial statements, product literature and any available offering or informational memoranda or other descriptive materials, and to perform other general intermediary services), leaving the evaluation, negotiation and consummation of any Transaction to Corinthian, its principals and/or appointed agents. The relationship of Finder to Corinthian is that of an independent contractor, and shall not under any circumstances be construed so as to constitute Finder as a partner, employee, principal, or agent of Corinthian.

4. In exchange for Finder acting as an intermediary to a Prospect with whom a Transaction is consummated, Corinthian agrees to pay Finder a fee of five percent (5%) of the first million (\$1,000,000.00), plus four percent (4%) of the second million (\$1,000,000.00), plus three percent (3%) of the third million (\$1,000,000.00), plus two percent (2%) of the fourth million (\$1,000,000.00), plus one percent (1%) of balance of the aggregate Transaction Value (as described below) of the Transaction.

“**Transaction Value**” shall mean, to the extent Corinthian closes a Transaction with the Prospect whereby it acquires any ownership or assets of such Prospect, the aggregate purchase price paid to the Prospect or its owners introduced by Finder, including debt and equity, by Corinthian and its investment partners.

5. All fees are to be paid in U.S. funds by bank draft of wire transfer at the funding of a Transaction; provided, however, that in the event the Transaction includes any contingent consideration or deferred purchase price, then Corinthian shall pay to Finder such portion of the fee when and if such contingent consideration is paid to Prospect or its owners.

6. Finder hereby agrees and acknowledges that Corinthian, in its ongoing business, maintains active contacts with a large number of companies, investment banks and financial advisors, and may establish contact with, or be introduced by another intermediary to the Prospect prior to or concurrently with a formal introduction or referral by Finder. Should the foregoing occur, Corinthian will not be responsible for any fees for any service provided by Finder with respect to any Transaction.

7. Corinthian shall not be responsible for paying Finder's fee (as outlined in paragraph 4 above and elsewhere in this document) if Finder has been or will be compensated by Prospect in any way, including, but not limited to, cash payments for services rendered or equity participation in the Transaction.

8. The Parties agree that Corinthian shall be under no obligation to acquire or invest in a Prospect, or to pay any fees to the Finder if the Prospect is not acquired or invested in within one (1) year from the date of this Agreement.

9. The Parties agree to keep confidential any Confidential Information (as defined herein) provided by the Parties in connection with evaluating the Transaction. Notwithstanding the foregoing, the Parties shall be permitted to disclose confidential information (i) to the extent required by law and (ii) to their respective officers, directors, employees, portfolio company employees, investors and advisors who need to know such information in connection with an evaluation of the Transaction (provided that the Parties shall take all such action as is necessary in order to ensure that each of the persons or entities to whom disclosure is authorized maintains the confidentiality of any Confidential Information that is so disclosed). Upon written request, the Parties will return to or destroy all Confidential Information which has previously been delivered to it (whether in paper form, electronic form or other format).

For purposes of this Agreement, "**Confidential Information**" shall mean any information, regardless of form, that has been identified as confidential or proprietary, or reasonably appears to be proprietary or confidential in nature because of legends or other markings, the circumstances of disclosure, or the nature of the information itself. Confidential Information includes any knowledge or information relating to the disclosing party's technology, or any discoveries, inventions, ideas, concepts, know-how, patents, patent applications, improvements, technology, research, plans, techniques, procedures, processes, specifications, systems, equipment, diagrams, flow charts, technical data, computer programs, source code, algorithms, interfaces, interactive elements, functionality, treatments, scripts, outlines, designs, drawings, models, engineering, manufacturing, analyses, studies, working papers, practices and relationships with third parties, trade secrets, research and development, strategies, opportunities, business plans, marketing plans, future projects or products, projects or products under consideration, product release schedules, sales forecasts, sales histories, market projections, finances, capital and operating cost estimates, costs, prices, budgets, suppliers, vendors, licensors, licensees, customers, employees, and any other matter relating to the operations, business, financial affairs, products, services, projects, technologies, facilities, inventions, creations or intellectual properties of the disclosing party – whether or not labelled "Confidential" or identified at the time of disclosure or access as being confidential; and that is: (i) disclosed by the disclosing party or on its behalf, directly or indirectly, through any means of communication (whether electronic, written, oral, aural or visual) or personal inspection, to the receiving party; or (ii) in any way otherwise accessed, directly or indirectly, by the receiving party. Further, Confidential Information also includes: (i) the terms and conditions of this Agreement; and (ii) the existence of this Agreement and the fact that the Parties intend to or are having discussions in connection with the Transaction (including the content and status of such discussions).

Confidential Information shall not include any information that (to the extent the receiving party can demonstrate that for information disclosed):

- (i) now, was or hereafter becomes, through no act or failure to act on the part of the receiving party or its representatives, generally known or available to the public other than by breach of this Agreement by the receiving party or its representatives;
- (ii) is or was acquired by the receiving party before receiving such information from the disclosing party without any restriction known (to the best of receiving party's knowledge) to the receiving party or its representatives as to use or disclosure;

- (iii) has been known to the receiving party or its representatives at the time of its receipt from the disclosing party;
- (iv) is or was information that was independently developed by the receiving party or its representatives without reference to the Confidential Information disclosed by the disclosing party.

10. This Agreement commences on the date of this Agreement and shall continue for a term of one (1) year therefrom. Either party may terminate this agreement on the occurrence of one of the following conditions:

- (i) by serving the other party a 15 days prior written notice to such effect;
- (ii) forthwith, by serving the other party a written notice, in the event that the other party has breached any of its undertakings hereunder and not cured such breach within seven (7) days of the non-breaching parties notice to such effect; or
- (iii) forthwith, without need for a written notice, in the event that the other party has entered into any liquidation, insolvency, bankruptcy or similar proceeding.

11. If any of the Parties employs attorneys to enforce any rights arising out of or relating to this Agreement, upon a final non-appealable decision by a court of competent jurisdiction, the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred therein or in the enforcement or collection of any judgment or award rendered therein. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of New York without giving effect to any choice of laws principles that would require the application of the laws of a different jurisdiction, however, each of the Parties hereby irrevocably waives jury trial to the extent relevant. Any legal action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be subject to the non-exclusive jurisdiction of the courts of New York, New York. Each party further irrevocably consents to personal jurisdiction and exclusively in, and agrees to service of process issued or authorized by, any such court.

12. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior and contemporaneous agreement, understandings and communications, oral or written, between the Parties regarding the subject matter of this Agreement, including, any and all non-disclosure agreements previously entered into between the Parties with regards to any Prospects. This Agreement may not be amended except by written agreement signed by the two parties hereto. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein. Neither of the Parties shall assign, including by operation of law, any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any signed copy of this Agreement copied or reproduced and transmitted via photocopy, facsimile or other process that accurately transmits the original document shall be considered an original document.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS THEREOF**, the Parties hereto have executed this Agreement by their duly authorized officers or representatives.

**CORINTHIAN CAPITAL GROUP, LLC**

**[COMPANY]**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title: