



FINDERS FEE AGREEMENT

Lehman Formula

ABC, a [_____] with offices at [_____] (“ABC”) and [_____] (“Finder”) agree to the following:

1. ABC agrees to retain Finder to act as its non-exclusive intermediary to locate qualified businesses or companies (each, a “Prospect”) that may desire to have ABC provide financing, (debt or equity) or fund the acquisition of certain of the stock or assets of such Prospect (such transactions described above individually or together, a “Transaction”). Notwithstanding the foregoing, a Prospect shall not include any company or business that ABC can demonstrate that it has had discussions with regarding a Transaction within [___] months prior to introduction by Finder.
2. The sole duty of Finder is to act as an intermediary to locate Prospects and to introduce those Prospects to ABC, leaving the evaluation, negotiation and consummation of any Transaction to ABC, its principals and/or appointed agents.
3. Finder may make certain information available to Prospects regarding ABC and/or to ABC regarding Prospects, their qualifications and or conditions for acquiring or investing in such Prospect, however the evaluation of such information is the responsibility of parties to the transaction, and any information provided to either party may be accepted or rejected by the parties.
4. ABC agrees to pay Finder the greater of:
 - (i) a fee of 5% of the first \$1,000,000, plus 4% of the second \$1,000,000, plus 3% of the third \$1,000,000, plus 2% of the fourth \$1,000,000, plus 1% of the balance of the aggregate “Transaction Value” (as defined below), or
 - (ii) a fee of 2.0% of the total “Transaction Value” (as defined below) with respect to a Transaction.

The “Transaction Value” shall mean:

- (a) for any Prospect in which ABC and/or its controlled subsidiaries will acquire more than a majority of the ownership of such Prospect or a majority of the assets of such Prospect, the aggregate purchase price paid to a Prospect or its owners introduced by Finder, including debt and equity, by ABC and investment partners as full compensation for Finder’s services under this agreement or
- (b) for any Prospect in which ABC and/or its Affiliates will acquire less than a majority of the ownership or assets of such Prospect, the aggregate purchase price paid to such Prospect or its owners by ABC and/or its controlled subsidiaries.

All fees are to be paid in US funds by bank draft or 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 ABC shall pay to Finder such portion of the fee when and if such contingent consideration is paid to Prospect or its owners.

5. ABC is not responsible for paying Finder's fee (outlined in paragraph 4 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.
6. ABC agrees to fully indemnify Finder from any legal actions against Finder by Prospects which are the result of written or verbal information provided by ABC or the performance of ABC and its ventures except for instances where the Finder was grossly negligent or engaged in willful misconduct.
7. The relationship of Finder to ABC is that of an independent contractor, and shall not under any circumstances be construed so as to constitute Finder as a partner, employee or agent of ABC.
8. Termination of this Agreement may be made by either party upon written notice to the other party at least [___] days prior to such termination. However, ABC agrees to extend the terms of the Agreement [___] months following the date of termination, to any Transactions with any Prospect previously introduced in writing to ABC that are a result of Finder's documented efforts prior to the date of termination.
9. This Agreement constitutes the entire agreement between the parties and may not be amended except by written agreement signed by the two parties hereto.
10. This Agreement shall be enforced and construed in accordance with the laws of [_____] in federal district courts (to the extent permitted) and in the English language.

Accepted by:

ABC

Finder

By: _____

By: _____

Name: _____

Name: _____

Dated: _____

Dated: _____