



Finder**Client**

Terms and Conditions

Scope of Services

The Finder shall use its best efforts to locate and introduce the Client to a seller or provider of

_____.

The scope of the services to be performed by the Finder shall be as follows:

The Finder shall not be obligated to perform any services beyond those specifically set forth herein without the prior written consent of the Client. The Finder makes no guarantees or representations with respect to the availability, price, quality, or suitability of any products, services, or assets identified by the Finder.

The Client acknowledges and agrees that it is solely responsible for conducting its own due diligence and making its own decisions with respect to the products, services, or assets identified by the Finder. The Finder shall provide periodic updates to the Client regarding its efforts to locate and introduce the Client to potential sellers or providers of the products, services, or assets.

Duration

This Agreement shall remain in effect for a period of _____ from the Effective Date which is _____. The Finder's entitlement to a finder's fee for any successful introduction made during this period shall survive the termination of this Agreement and continue in perpetuity. However, any introductions made after the expiration of this Agreement shall not be subject to a finder's fee unless the parties agree in writing to renew or extend the Agreement prior to its expiration.

Compensation

The Client shall pay the Finder a finder's fee of _____ of the total transaction value for any successful introduction made by the Finder between the Client and any potential investor, buyer, or seller that results in a completed transaction or a flat fee of _____.

The Finder's fee shall be paid within _____ days of the completion of the transaction and shall be calculated on the net proceeds received by the Client from the transaction, after all taxes, fees, and other expenses have been deducted.

Exclusivity

The Finder's engagement under this Agreement is non-exclusive, and Client shall have the continuing right to deal with, and consummate business transactions with, other clients not discovered by Finder, either directly or through other brokers, agents, finders or other representatives, without any obligation to pay Finder a Finder's Fee or any other sum.

Independent Contractor

The Finder shall perform all services under this Agreement as an independent contractor. The Finder shall have no authority to bind the Client to any agreement, nor shall the Finder be considered an agent or employee of the Client.

The Finder shall be responsible for paying all taxes and other obligations related to the finder's fees earned under this Agreement. The Client shall not be responsible for providing any employee benefits, including but not limited to health insurance, vacation pay, or retirement benefits, to the Finder.

Termination

Either party may terminate this Agreement upon _____ days' written notice to the other party. Upon termination, the Finder shall be entitled to receive any unpaid finder's fees for successful introductions made prior to the date of termination. The obligations and responsibilities of the parties under this Agreement shall terminate upon the payment of all outstanding finder's fees to the Finder.

Confidentiality

The Finder acknowledges that during the course of performing services under this Agreement, it may be exposed to confidential and proprietary information and materials of the Client, including but not limited to financial information, business plans, trade secrets, customer lists, and other confidential or proprietary information ("Confidential Information").

The Finder agrees that it will not, at any time during or after the term of this Agreement, use or disclose any Confidential Information to any third party without the prior written consent of the Client, except as required by law or court order. The Finder further agrees to use the Confidential Information solely for the purposes of providing the services under this Agreement.

The Finder shall take all necessary steps to maintain the confidentiality of the Confidential Information and to prevent any unauthorized use or disclosure, including but not limited to using reasonable security measures to protect the Confidential Information from unauthorized access and notifying the Client immediately upon becoming aware of any unauthorized use or disclosure.

The confidentiality obligations set forth in this clause shall survive the termination of this Agreement and shall continue for a period of _____. The Finder's obligations under this clause shall not apply to information that is already in the public domain or becomes publicly available without breach of this Agreement.

The Finder acknowledges that any breach of this confidentiality clause may result in irreparable harm to the Client, and that in addition to any other remedies available at law or in equity, the Client shall be entitled to seek injunctive relief to prevent any such breach or threatened breach.

Indemnification

The Finder shall indemnify, defend and hold harmless the Client, its affiliates, and their respective directors, officers, employees, and agents (the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any breach of this Agreement by the Finder or any negligent or wrongful act or omission of the Finder, its employees or agents, in connection with the performance of services under this Agreement.

The Client shall promptly notify the Finder in writing of any such claim, and the Finder shall assume the defense of any such claim, at its own expense, using counsel reasonably acceptable to the Company. The Company shall have the right to participate in the defense of any such claim, at its own expense, using counsel of its own choosing.

The indemnification obligations set forth in this clause shall survive the termination of this Agreement and shall continue indefinitely. The Finder's indemnification obligations shall not apply to the extent that any claim, damage, loss, liability, cost or expense arises out of the gross negligence or willful misconduct of the Indemnified Parties.

This indemnification clause shall be in addition to any other rights and remedies available to the Indemnified Parties at law or in equity.

Miscellaneous

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of _____.

Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, discussions, agreements and understandings, whether oral or written, relating to the subject matter hereof.

Assignment. The Finder may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Client.

Waiver. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that or any other provision.

Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, overnight courier, or certified mail, return receipt requested, to the addresses set forth below (or to such other address as may be designated in writing by the parties):

For the Client: _____

For the Finder: _____

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Client Signature

Finder Signature

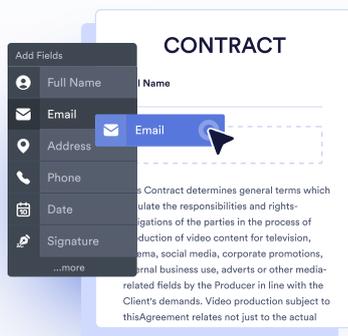


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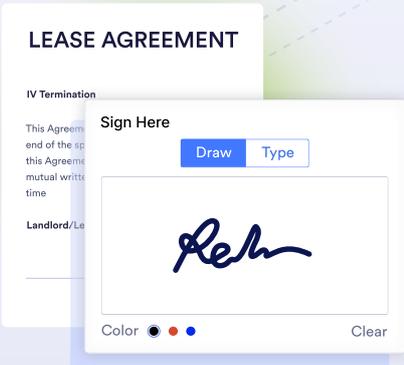
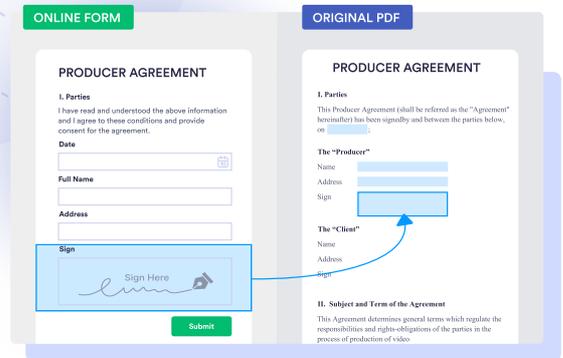
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