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## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is made effective as of \_\_\_\_\_, 201\_ by and between ~~XXXXXXXX~~, having its principal operations located at (hereinafter referred to as "Company") and \_\_\_\_\_ having its principal offices at \_\_\_\_\_, ("Client").

### WITNESSETH:

WHEREAS, the Client desires to retain certain consulting services of Company to assist in its efforts to raise operating capital through cash investment, joint ventures and/or other means; and

WHEREAS, Company has the ability and willingness to assist Client, on the terms and conditions set forth herein, with capital formation and/or with establishing appropriate joint venture arrangements with Financial Partners (hereinafter the "Funding Sources");

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein below set forth, the parties covenant and agree as follows:

#### 1. Appointment of Company as a Consultant.

The Client hereby appoints Company as its **non-exclusive consultant** for and in connection with the Client's efforts to raise capital (the "Funding"), which Funding may take the form of one or more, or a combination of the following:

- (a) Equity, Cash, Debt, or any combination of these
- (b) joint venture with a Funding Source as the Client may, in its sole discretion, deem to be acceptable.

The foregoing notwithstanding, the Client has made no commitment, and shall be under no obligation to pursue or utilize any Funding Source referred, procured or provided by Company, or accept any consulting, investment or joint venture proposal.

#### 2. Acceptance of Appointment; Agreement to Use Best Efforts.

Company hereby accepts the appointment, and agrees, as **Consultant** for the Client, to use its best efforts to locate potential Funding Sources for Client. Company makes no commitment, and has no obligation, to provide all or any of the Funding directly.

#### 3. Independent Status of Company as Client's Consultant.



www.softsearch.com

3rd Floor 171 Water St., Vancouver, BC V6B 1A7  
604.681.0516 / 1.800.667.6500 Fax: 604.681.0916

### Sales LeadFinders Fee Agreement

This Agreement is made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between SoftSearch Inc. (the "Distributor") and \_\_\_\_\_ (the "Supplier").

#### 1. Finders Fee for Sales Leads Passed Directly to Supplier

The Finder's Fee will be \_\_\_\_\_ % of the total value of sales by the Supplier to the client referred by the Distributor.

In the case that a sales lead provided by The Distributor is for a client that the Supplier is already supplying that product to, the Supplier must provide evidence in the form of an invoice to The Distributor within 7 working days. If the lead is for products or services other than those that the client is already obtaining from the Supplier, a finder's fee of \_\_\_\_\_ % shall be applicable.

A sales lead will contain contact information of potential clients who have expressed to The Distributor an interest in purchasing products and services that the Supplier provides, and emailed to the email address identified below.

#### 2. Payments

Finder's Fees apply to the total value of purchases by the client for a period twelve months from the date of the client's initial and subsequent first purchase. Within 10 days of receiving a payment from the client, the Supplier will forward the finder's fee to The Distributor.

#### 3. General Provisions

- Supplier shall provide Distributor with up-to-date descriptions and technical details regarding each of the Supplier's Products necessary to help find clients make a purchase decision. As new releases, updates or revisions of the software are introduced by the Supplier, the Supplier shall provide complete updated details. Direct access to the Distributor's website or delivery in other computer readable form such as email attachment is preferred.
- Supplier shall promptly notify the Distributor of any of the Supplier's Products that have been discontinued and are no longer available for sale.
- Lead status reports will be sent by the Supplier to the Distributor each month.
- Each party acknowledges and agrees that any information relating to the other party's business which is not generally known to the public is confidential and proprietary information. Neither party will disclose the Confidential Information to third parties without prior written agreement.
- This agreement may be amended from time to time by mutual consent. Any amendments to this agreement must be in writing and signed by both parties.
- This Agreement will continue in effect unless terminated by either party upon sixty (60) days written notice. If terminated by the Supplier, then finder's fee shall continue to apply as outlined above for all sales leads passed to the Supplier by the Distributor prior to the effective termination date (60 days after written notice).
- This Agreement shall be governed by and construed in accordance with the substantive law of the Province of British Columbia, Canada.
- The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written and all other communications between them relating to the license and to the subject hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party.

Agreed by SoftSearch Inc.:

171 Water St., 3<sup>rd</sup> Floor  
Vancouver, BC, Canada V6B 1A7  
604-681-0516 / 1-800-667-6500  
Fax: 604-681-0916  
Email: publications@softsearch.com

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of Authorized Representative)

Date:

\_\_\_\_\_

Agreed by:

\_\_\_\_\_  
(Supplier)

Address:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Fax:

\_\_\_\_\_

Email:

\_\_\_\_\_

Date:

\_\_\_\_\_

SoftSearch Office Use Only Agreement Entered: JJ Date: \_\_\_\_\_

### FINDER'S FEE AGREEMENT

THIS AGREEMENT is hereby made and entered into this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Chicora Long Term Rentals, LLC (hereinafter referred to as "Rental Agent") and \_\_\_\_\_ (hereinafter referred to as "Owner"), of \_\_\_\_\_ (Owner's City, State, Zip)

#### WITNESSETH:

WHEREAS, Owner desires to employ Rental Agent exclusively to rent the property located at \_\_\_\_\_

upon the terms and conditions as hereinafter set forth.

WHEREAS, Rental Agent hereby agrees to act as Rental Agent for Owner upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable considerations by each party to the other paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do agree as follows:

#### 1. TERM:

The terms of this agreement shall commence \_\_\_\_\_, 20\_\_\_\_, and remain in force until a tenant is secured, a lease is fully executed, and a security deposit and 1st month's rent are collected. Owner shall notify Chicora Long Term Rentals, LLC in writing of his intent at any time to cancel said agreement.

A Cancellation fee in the amount of \$150 will be due Chicora Long Term Rentals, LLC at time of notification in the event owner cancels said agreement prior to the completion of this term.

## FINDERS FEE AGREEMENT

This AGREEMENT (hereinafter referred to as the "Agreement") is made effective this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter referred to as the "Company") and \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter referred to as the "Finder").

### WITNESSETH:

In consideration of the respective covenants contained herein, the parties hereto, intending to legally bind hereby, agree as follows:

In consideration of said Finder's services in procuring a recording contract or distribution deal for master recordings controlled by or licensed by the Company (hereinafter referred to as the "Masters"). The Company hereby agrees to pay to said Finder, contemporaneous with the execution of the procured recording contract or distribution deal, a fee calculated as a percentage of the amount of funds advanced to the Company through the efforts of such Finder and in an amount to be determined pursuant to the following sliding fee scale:

Amount of Funds Raised	Percentage Through Efforts of Finder	Finders' Fee
Up to \$ 100,000	6.0%	
Up to \$ 250,000	5.0%	
Up to \$ 500,000	4.0%	
Up to \$ 750,000	3.0%	
Up to \$ 1,000,000	2.0%	
Up to \$ 2,500,000	1.0%	
Over \$ 5,000,000	0.5%	

Such Finder's activities shall be limited to the identification of prospective record labels and distributors who may choose to enter into an artist or label deal with the Company, and the introduction of such prospective record labels and distributors to the Company.

The Finder shall not perform any acts or take any action which could reasonably be considered as negotiations or the participation in negotiations relating to the sale of any securities (whether corporate stock, limited partnership interests or other forms of profit participations).

The Finder's statements to any prospective record label or distributor shall also be limited to those statements that the Company specifically authorizes the Finder to make and such authorization shall be made in a writing separate from this Agreement.

By signing below, said Finder also agrees hereby that the Company shall be held harmless and be indemnified by said Finder for any liability, loss, (including amounts paid in settlement), damages or expenses (including reasonable attorney's fees) suffered by virtue of any acts or omissions or alleged acts or omissions arising out of said Finder's activities with, for or on behalf of the Company.

## FINDER FEE AGREEMENT (Acquisition)

Agreement dated as of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (the "Finder") and \_\_\_\_\_ (the "Company").

### RECITALS:

The Company manages one or more buyout and growth equity funds (each, a "Fund" and, collectively, the "Funds") seeking acquisition or equity investment transactions (each, a "Transaction") with privately held companies meeting targeted investment profiles. Finder has identified, exclusively to the Company, \_\_\_\_\_ ("Prospect") as a candidate for a potential asset or equity buyout transaction (the "Transaction").

The Company and Finder desire to agree on the compensation which Finder shall become entitled to upon the closing of a Transaction between a Fund and the Prospect.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Information.** Finder will use its best efforts to provide the Company with information useful in its evaluation of a possible Transaction with Prospect, and will not disclose the possible interest of Prospect in a Transaction to any other party. Except in the case of its advisors or other representatives, the Company agrees to keep confidential and not disclose to others (a) any such information that is not in the public domain, (b) the fact that the Prospect is or may be interested in a Transaction, and (c) the identity of the Prospect.

2. **Fees.** The Company will pay or cause to be paid to Finder on the date of closing (except as expressly provided in paragraph 3 below) of the Transaction involving any of the Funds and the Prospect, as full compensation for its service, an amount, payable by wire transfer, as provided below:

5% of any Proceeds (as hereinafter defined) up to and including \$1 million, plus 4% of any Proceeds greater than \$1 million and less than and including \$2 million, plus 3% of any Proceeds greater than \$2 million and less than and including \$3 million, plus 2% of any Proceeds greater than \$3 million and less than and including \$4 million, plus 1% of any Proceeds in excess of \$4 million. The Company shall inform Finder of the date and terms of closing. Finder shall have the right, and the Company will assist Finder, to verify this information.

"Proceeds", with respect to a Transaction, means the sum of:

(a) the total of the following amounts received at or in connection with the closing, or to be received at any time after the closing, directly or indirectly, by the seller or sellers (or its or their Affiliates) of the Prospect: (i) any cash payments, (ii) the face value of any debt or similar securities, (iii) any contingent or other deferred cash purchase price payments contingent on an earnout (herein referred to as earnout fees), shall be due when such payments are made, plus

## Finder's fee agreement pdf

force") and the "period of protection" will continue to insert the date of the contract, in which each party can indicate in writing of the other party, to this contract. Finder has the right to Finder fees or if trade practices during durability is done afterwardsB/Ander Introductory Fees \ XE2 \ X80 \ X99S (as defined below), which is only paid after successful completion of services (hereinafter \ xe2 \ x80 \ x9cdiscovery \ xe2 \ x80 \ x9d) \ xe2 \ x80 \ x9cfinder \ xe2 \ x80 \ x9d from [Pat FINDER Address here], agree to help [insert customer's name here] (\ xe2 \ x80 \ x9cclient \ xe2 \ x80 \ x8d) from [insert customer's address here]] "Discovery". This Agreement (\ XE2 \ X80 \ X9CLIGHTS \ XE2 \ X80 \ X9D); [Describe specific services or results] Option 1. Opening. FINDER \ XE2 \ X80 \ X99S \ XE2 \ X80 \ X9C Customer \ X80 \ X9D Opening only if the Finder has identified and entered customers, and the customer confirms them in writing during the preservation period (as determined below) Or The crawl is not considered to have discovered customers with whom the Customer has contacted or contacted on or before the entry into force (as defined below) or the customers whom the customer has contacted or contacted after the date of entry into force, and shown to the Customer Finder for the entry (if applicable) (total \ xe2 \ x80 \ x9c independent contacts \ xe2 \ x80 \ x9d). From time to time, the Customer will try to provide the Finder updated list of independent contacts, but any delay or failure on the client does not consider the abandonment of the client's rights or other infringement from the customer's rights. XE2 \ X80 \ x99 to impose any obligations on the customer under this Agreement. Or 2. Trade Agreement. For the purposes of this Agreement, \ XE2 \ X80 \ X9C Business Transaction \ XE2 \ X80 \ X9D is defined as assisting the customer find customers with the customer acceptable terms. The Customer reserves all rights at his or her own discretion and without obligation to pay the intermediary royalties or any other mediator, to refuse to negotiate any proposed commercial transaction and/or accept or reject any conclusions drawn by the open at a time, with or without reason. In this document, a business transaction \ xe2 \ x80 \ x9c pa -ceasing \ xe2 \ x80 \ x9d is not considered complete, among other things, to: [Describe the conditions payable to the applicant's fee \ xe2 \ x80 \ x99s] 3. Duration and preservation period. The non-stealing rights granted with this Agreement shall enter into force on 30 November (XE2 \ X80 \ X9PLY for PUBLICATION DATE \ XE2 \ X80 \ X9D) and \ XE2 \ X80 \ X9TTTTs will be the conservation period \ x80 \ xe2 \ x9d to ], after which any party may submit a written notice to the other party on the intention to terminate this Agreement. The searcher is entitled to a seeker's remuneration during the holding period or if the transaction transaction is concluded after "And in accordance with the terms of this Agreement within 30 days after the end of the commercial transaction. 4. Exceptional. Finder participation in this contract is not exceptional, and the client has a constant right to organize and complete commercial operations with other clients that Finder does not look directly either through other brokers, agents, researchers or other representatives, without any obligations to pay the seeker injury or Other amounts. 5. Law. Finder has the right to study costs in the case of a service period (I) a commercial transaction was carried out or implemented, and (II) discovered Finder to help the client during the service period. 6. Date of payment. Research costs will be paid and paid by the client immediately after commercial work. The client is not obliged to pay for research costs or other amounts if the commercial operation is discussed for what reason, including without restrictions on the real or alleged violation of the client or defect. 7. Calculation of research tax. For the purposes of this contract, research expenses are paid for [the amount of integration here] for detection. 8. Independent entrepreneur. It is clear that this researcher provides only research services only as described here, and does not include any other services, including decent inspection services. Finder admits that this is an independent entrepreneur and will not be considered an agent -client in any case. Finder does not have the right to accept or create obligations, obligations or obligations, expressed or implicit, for the name or name of the client or for some way the client owes. 9. Stay harmless. If Finder has the right to research in accordance with this Agreement, Finder agrees to compensate, defend, defend and have a harmless client and their branches of all complaints, shares, losses, obligations, damage, and restrictions. Expenses or costs (including, without restrictions based on taxes and expenses of lawyers), but this was described by which one is a different person or organization for mediation or tax on a detector, commission or similar compensations related to any remuneration associated with commercial transaction, Covering the future investor discovered Finder. 10. The tax department. There is a seeker Authorized to engage the services of a sub-agent and share fees and commissions with other agents, provided that all parties receive full disclosure of the sharing of any fees or commissions. 11. Governing Law. This Agreement is entered into, governed by, and construed in accordance with the laws of the state of [insert state here]. 12. Privacy. Finder agrees to: (i) keep in strict confidence all confidential and non-public information obtained from Customer or its Affiliates or their respective agents; (ii) use or disclose such information only as part of the performance of this Agreement, and not to use, disclose or authorize such information for any other purpose and (iii) return all such information in any format (and all copies thereof) to Customer at the end of this engagement. 13. Attorneys' Fees. If any action is brought as to the application or interpretation of this Agreement or any provision of it, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. 14. Termination. This Agreement may be terminated by either party at any time with or without cause. This Agreement may be terminated by either party by providing the other with a written notice of termination. In the event that the customer sends a cancellation after the speaker has caused specific and direct costs related to this contract, the customer will reimburse the intervention equal to the costs incurred at the time of cancellation. 15. Place of Agreement. This Agreement contains all of the understandings of the parties with respect to matters addressed or mentioned in this Agreement, and no prior agreement shall be effective for any purpose. 16. There is no renunciation. Failure or delay on the part of the customer to report an injury or a defect immediately after its occurrence does not waive this defect or defect by the finder. 17. Watch out. All statements to be made by the parties must be sent to the addresses specified at the beginning of the contract. All Responses may be delivered personally to the Recipient of the Response or delivered to the parties in the United States by mail or tollbooth. Note that this preliminary Fee Agreement was signed and served by [insert name here] on behalf of [insert name of agent here] and [insert name here] on behalf of [insert name of client here] in the manner required by law asThe date has previously been entered. Customer: [Place the name of the client here] Author: \_\_\_\_\_ Date: \_\_\_\_\_ [place the word here] Search