

Goodwin Procter LLP

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FINDER'S AGREEMENT

This Finder's Agreement (the "**Agreement**") is effective as of this ___ day [____], [____] by and between [COMPANY], a Delaware limited liability company (the "**Company**") and [____] ("**Finder**").

1. **SERVICES.** Finder agrees to assist and provide the following services ("**Services**") to the Company:

(a) Finder will support the Company's strategic business development efforts. Finder's services will include, but not be limited to, introducing, advancing, negotiating and/or consummating acquisition opportunities with Potential Targets (as defined below).

(b) Finder will report to [____], the Company's Chief Executive Officer (the "**CEO**") will provide the CEO with progress reports, and such other information as may be reasonably requested by the Company.

(c) Finder will promptly submit all proposals or such other information germane to Potential Targets to the CEO for acceptance, modification or rejection. Finder is not authorized to and will not purport to accept any offer or to otherwise bind or make any representation, warranty or commitment (whether on price, delivery terms or any other matter whatsoever) on behalf of the Company. Finder understands that such agreements may, under some circumstances, be subject to approval by the Company's Board of Directors.

(d) Finder acknowledges that [he/she/it] does not have authority to spend or otherwise commit the resources of the Company without the Company's prior written approval.

(e) Finder agrees to perform the services in a professional manner consistent with applicable industry standards. During the term of this Agreement, Finder shall devote [his/her/its] best efforts, energy, skills and attention when working on the business and affairs of Company.

(f) For all of the above Services, Finder acknowledges and agrees that the Company may, without incurring any obligation or liability to Finder as a result of its decision to do so, refuse to discuss an opportunity with any Potential Target for any reason or terminate negotiations with any Potential Target or any other party at any time for any reason whatsoever.

2. **FEES.** In full and complete consideration for the services to be provided by Finder to the Company hereunder, the Company will pay to Finder the following:

(a) **Success Fee.** During the term of this Agreement, the Company will provide to Finder, a success fee upon, and subject to the consummation of, the Company's acquisition of a Potential Target as set forth and described on Exhibit A.

(b) **[Expenses.** Company will reimburse Finder for reasonable out-of-pocket expenses (including coach class airfare) and disbursements incurred in providing the Services to the Company; provided, however that all such expenses and disbursements must be pre-approved in writing by the Company and provided further that Finder must submit an itemized invoice and receipts for such expenses and disbursements.]

3. **WORK WITH OTHER FIRMS.** Finder is a non-exclusive representative and advisor to the Company under this Agreement, and Finder has been informed and agrees that the Company may work with other individuals or entities to provide to the Company some or all of the services described in Section 1.

4. **APPROVAL OF POTENTIAL TARGETS.** Finder agrees to provide to the Company a list of Potential acquisition targets, which list will be updated and presented to the Company on an ongoing basis throughout the term of this Agreement. Within fourteen (14) days of receipt of such list (or such updated list, as the case may be), the Company will notify Finder whether the Company accepts the third parties identified on this list (such accepted third parties shall hereinafter be referred to as, “**Potential Targets**”), provided that the Company will not accept as a Potential Targets any third party with which the Company has, at the time such list is presented to the Company, previously identified as a potential acquisition target as evidenced by email correspondence or any other contemporaneous electronic record. Finder will not collect the success fee described in Section 2(a) unless and until the Company acquires such Potential Target. Further, the Company has total discretion, for any reason or for no reason at all, to accept or reject at any time any Potential Target presented by Finder to the Company. The Company also has complete and total discretion to accept or reject Finder’s advice or not meet or cooperate with any Potential Targets presented by Finder to the Company.

5. **TERMINATION.** This Agreement will terminate automatically upon the earlier of (i) one (1) year from the effective date of this Agreement, or (ii) thirty days after provision of written notice by the Company to Finder or by Finder to the Company.

6. **CONFIDENTIALITY.** Except in connection with the performance of the Services contemplated under this Agreement, Finder agrees that the provisions of this Agreement shall be held in strictest confidence from the date of this Agreement forward. Further, Finder agrees to not use the Company’s confidential information for purposes other than those necessary to further directly the purposes of this Agreement. Finder also agrees to protect the Company’s confidential information and prevent its unauthorized dissemination and to use the same degree of care that Finder would use to protect his or her own like information. The foregoing restrictions shall not apply with respect to any information that Finder can document (i) is or becomes (through no improper action or inaction by Finder) generally available to the public, (ii) was in his or her possession or known by Finder prior to receipt from the Company, (iii) was rightfully disclosed to Finder by a third party, provided that Finder complies with the restrictions imposed by the third party, or (iv) where independently developed by Finder without the use of the Company’s confidential information.

7. **INDEMNIFICATION.** Finder shall indemnify and hold the Company harmless from any damages or liabilities relating to or resulting from any false commitments, guarantees, representations or warranties and/or materials made or supplied by Finder in connection with the performance of Finder’s services under this Agreement.

8. **COMMUNICATION AND REPORTS.** During the term of this Agreement, Finder will regularly communicate with the Company and provide the Company with frequent, regular reports on Finder’s activities and progress.

9. **INDEPENDENT CONTRACTOR.** It is the express intention of the parties that Finder is an independent contractor, and not an employee, agent, joint venturer, or partner of Company.

10. **ASSIGNMENT.** Finder may not assign Finder’s rights or delegate Finder’s duties under this Agreement either in whole or in part without the prior written consent of the Company. Any attempted assignment or delegation without such consent will be void.

11. **WAIVER AND AMENDMENT.** No waiver, amendment or modification of any provision hereof or of any right or remedy hereunder will be effective unless made in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced and this Agreement may only be amended by a writing signed by both parties. No failure by any party to exercise, and no delay by any party in exercising, any right, power or remedy with respect to the obligations secured hereby will operate as a waiver of any such right, power or remedy.

12. **EQUITABLE REMEDIES.** Because the services provided hereunder by Finder are personal and unique and because Finder will have access to confidential information of the Company, the Company will have the right, except where prohibited by applicable law, to enforce this Agreement and any of its provisions by injunction or other equitable relief without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

13. **ARBITRATION, GOVERNING LAW; SEVERABILITY.** Except for any equitable relief which may be sought by the Company (including injunctions and temporary restraining orders), any dispute arising under this Agreement will be submitted to a single arbitrator in New York, New York mutually selected by the parties. The arbitrator will apply the rules of the American Arbitration Association governing commercial transactions, and such decision will be final and binding on the parties. This Agreement will be governed by and construed in accordance with the laws of the State of New York excluding that body of law pertaining to conflict of laws. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect.

14. **NOTICES.** Any notices under this Agreement will be sent by nationally recognized overnight delivery service, confirmed facsimile or certified or registered mail, return receipt requested, to the last known address of the parties. Such notice will be effective upon its mailing as specified.

15. **COMPLETE UNDERSTANDING; MODIFICATION.** This Agreement constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed individually or by their duly authorized representatives, effective as of the date first above written.

[COMPANY]

[_____]

Signature

Signature

Printed Name

Title

EXHIBIT A
SUCCESS FEE