

M&A FORUM FINDERS AGREEMENT

This Agreement ("Agreement") is entered into as of the Effective Date (designated below) by and between M&A Forum LLC, a California Limited Liability Company ("FORUM"), and _____, a _____, ("Seller") for the rights and obligations as set forth below:

A. Services

In consideration of the fees to be paid by Seller and other consideration as described below, FORUM agrees to provide Seller, and its responsibilities will be limited to, the listing of a blind profile of Seller's business on the FORUM website, www.ma-forum.com, and the following additional services: (i) provide Seller with the identity of and introductions to Buyer Prospect(s) (defined below); (ii) provide Seller with information submitted by the Buyer Prospect(s); (iii) coordinate the signing of non-disclosure agreements, as appropriate; and (iv) coordinate an introductory meeting between Seller and Buyer Prospect(s).

B. Fees; Transaction Documents

Should Seller enter into a Transaction (defined below) during the period from the Effective Date (indicated below signatures) until twelve (12) months following Termination (defined below) with any Buyer Prospect, Seller shall pay to FORUM a fee ("Success Fee") in accordance with the terms set forth in Schedule A to this Agreement.

Seller agrees to notify FORUM in writing at least five (5) business days prior to the expected closing date of each Transaction, and provide FORUM with full copies of all Transaction documents (or then current drafts), and, at FORUM's request, provide copies of fully executed documents upon closing of the Transaction.

C. Defined Terms

1. Transaction Value: The term "Transaction Value" means the total consideration received by Seller related to a Transaction. Such consideration includes all the benefits to be received by the Seller or its shareholders as compensation for the business, including, without limitation; (i) the purchase price (whether in the form of cash, promissory notes, stock or other value); (ii) Seller liabilities assumed by the buyer; (iii) any compensation after the Transaction paid to any stockholders, partners, or owners, officers, or employees of Seller that exceeds the standard compensation that would be due to a person of similar seniority in the same position; (iv) any compensation paid to said persons for their agreement not to compete; (v) any deferred or contingent payments (whether or not related to future earnings or operations); and, (vi) any asset(s) retained by Seller or distributed to stockholders, partners or owners. The Success Fee shall be payable upon the closing of a Transaction.

2. Transaction: The term "Transaction" or any derivative thereof means any business sale, merger, financing, corporate partnering, debt restructuring, forgiveness or assumption of debt or liabilities, or other transaction or related series or combination of transactions whereby, directly or indirectly, the business, assets (of any kind), or debt (of any kind), or any other components, or any combination thereof, of Seller acquired by a Buyer Prospect, regardless of the form of consideration.

3. Buyer Prospect(s): A Buyer Prospect means any person or entity which has expressed an interest in Seller as a result of Seller's listing on the FORUM website or as a result of the other activities of FORUM, including introductions to such Buyer Prospect, and which is disclosed to Seller by FORUM (including FORUM's agents, assigns, partners, owners, stockholders, affiliates or subsidiaries).

4. Seller: Seller shall have the meaning set forth in the recitals, and, for purposes of the definitions of Transaction and Transaction Value, Seller shall also include Seller's agents, assigns, partners or owners (of any character), stockholders, affiliates or subsidiaries.

D. Term and Termination

The term of this Agreement shall extend from the Effective Date and continue until this Agreement is terminated by either party. Either party may, at its discretion, terminate this Agreement at any time upon ten (10) business days prior written notice to the other.

E. Confidential and Proprietary Information; Use of Information

1. Confidential Information: Except as contemplated by the terms hereof or the Terms of Use of the FORUM website, or as required by applicable law, FORUM shall keep confidential all non-public information provided by Seller, including the fact of a possible transaction, and shall not disclose such information to any third party without the prior consent of Seller, other than to such of FORUM's employees and advisors as have a need to know in the ordinary course of rendering services pursuant to this Agreement.

2. Use of Seller's Name and Related Success Information: Should Seller complete a Transaction with a Buyer Prospect, Seller agrees that Seller's name, company name, and the type of Transaction may be disclosed and used by FORUM for publicity purposes, upon the prior approval by Seller.

F. Disclaimers

1. Seller's Right of Decision and Authority: It is understood that all decisions as to whether to negotiate or engage in a Transaction are the exclusive responsibility of Seller, including the approval of all terms and conditions of such Transaction. FORUM has no responsibility to approve or disapprove any terms and conditions of any proposed Transaction(s).

2. Distribution, Content and Accuracy of Materials, Statements, and Information Provided or Derived: Upon Seller's consent, FORUM may use and distribute materials developed or compiled for Seller to Buyer Prospects who express interest in Seller, and who execute a non-disclosure agreement. FORUM is not responsible for the content, accuracy or completeness of any information, materials, or statements provided by a Buyer Prospect to FORUM and disclosed to Seller. Similarly, FORUM is not responsible for other information Seller

obtains from FORUM that is based upon information provided to FORUM by third parties. Seller agrees that FORUM is not responsible for all or any of the representations made by parties other than FORUM, including Buyer Prospects, in conjunction with FORUM or relating to matters arising out of this Agreement or any agreement between Seller and a Buyer Prospect. Seller acknowledges that FORUM is not responsible for the accuracy of any information given or transmitted on behalf of Seller or for or about a Buyer Prospect. Seller further acknowledges that any information given or received through FORUM is not intended for use with or in relation to any due diligence or other examination in contemplation of a Transaction.

3. FORUM Not Offering Professional Advice or Services and is Not A Broker/ Dealer: Seller understands and agrees that FORUM does not provide any recommendations, service, advice, negotiation, information, or other communication which is or may be construed as legal advice, real estate, tax, estate, securities, financial or other transactional input requiring professional licensure or certification. Seller agrees that it shall seek professional advice as may be appropriate and does not hold FORUM responsible for any such representations. FORUM'S services provided hereunder are purely clerical and administrative.

4. Relationship Between FORUM and Martin Wolf Securities, LLC. FORUM and Martin Wolf Securities LLC ("MWS") are under common control but are separate entities. MWS is a registered broker-dealer and member of the Financial Industry Regulatory Authority ("FINRA"), and may engage in the business of securities transactions under appropriate laws and regulations.

5. Compliance with Applicable Laws: Seller will be solely responsible for compliance with applicable federal, state, local, and other laws and regulations (including but not limited to disclosure, securities, etc.) with respect to transactions arising out of the subject matter of this Agreement. Seller further covenants that it will comply with all applicable laws in any transaction, which may or do arise out of contacts or information gained from FORUM or any associated entities or service providers.

6. NO WARRANTY OR GUARANTEE: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FORUM MAKES NO REPRESENTATION AND PROVIDES FOR NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SUBJECT MATTER OF THIS AGREEMENT OR ANY MATTER WHICH MAY ARISE HEREFROM.

7. Third Parties: FORUM shall not be responsible for, and shall be held harmless by Seller from, any obligation that the Seller may have to any broker, finder or other third party.

G. Limitation of Liability

IN NO EVENT WILL FORUM BE LIABLE TO SELLER OR ANY PERSON FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR EXPENSES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT FORUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

H. Indemnification and Hold Harmless

If FORUM, or any of its officers, directors, associates, partners, agents, shareholders, employees or consultants ("Indemnified Persons") becomes involved in any action, proceeding or investigation (other than an action between FORUM and Seller) regarding any matter in, or arising out of, this Agreement, Seller will indemnify such Indemnified Persons against any claims, liabilities or expenses to which such Indemnified Persons may become subject (including reasonable legal and other expenses) unless such claims, liabilities or damages resulted from such Indemnified Person's gross negligence, recklessness, bad faith or willful misconduct as finally determined by a court of competent jurisdiction. Seller agrees that this indemnification shall apply whether or not such Indemnified Person is a formal party to such actions, claims, or proceedings, and that such Indemnified Person is entitled to separate counsel at Seller's expense in connection with any of these matters.

I. Governing Law

This Agreement shall be governed by the laws of the State of California applicable to contracts made and performed wholly within the state without regard to the principles of conflicts of law. The federal or state courts located in Contra Costa County, California shall have jurisdiction to hear any dispute under this agreement.

J. Miscellaneous Provisions

1. Entire Agreement: This Agreement contains the entire agreement, and supersedes all prior or contemporaneous agreements between the parties whether written or oral.

2. Survival: All applicable continuing obligations of Seller (including but not limited to any liability of Seller for Success Fees) shall continue and survive any expiration or termination of this Agreement, consistent with applicable law.

3. Binding: This Agreement is binding upon and inures to the benefit of the parties.

4. No Assignment: This Agreement may not be assigned by the Seller without the prior written consent of FORUM.

5. Amendments: Neither this Agreement nor any provision hereof may be amended, modified or waived except when signed in writing by both parties.

6. Waiver: Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of this Agreement.

7. Counterparts: This Agreement may be signed in identical counterparts, each of which is deemed an original of this Agreement. Completed, signed (by Seller) and full versions of this Agreement may be faxed to FORUM and treated as originals upon counter-execution by FORUM. In addition, signatures to this Agreement transmitted by electronic means shall be deemed original signatures.

8. Force Majeure (unexpected/unpreventable occurrence): Neither party shall be deemed in default of this Agreement if

performance of the parties' respective obligations or attempts to cure any breach are delayed or prevented by reason of any acts of God, accident, act of government, shortages or any other cause beyond the reasonable control of such party, provided such party gives the other party written notice of such condition as soon as practicable upon the discovery thereof.

9. Notice and Delivery: Any notice, consent, approval, change in contact or other written communication to be provided, shall be to the addresses listed below, and shall be effective upon receipt.

IN WITNESS WHEREOF, the parties and representing their agents, affiliates, and assigns have executed this Agreement by their duly authorized representatives as of the Effective Date (defined below) and agree to be bound.

_____ **(Seller):**
Authorized Representative: _____
Title: _____
Signature: _____
Address: _____

Phone and FAX: _____
Date: _____

M&A Forum LLC (FORUM):

Signature: _____
Authorized Representative: Patricia Wegner
Title: President and COO
4000 Executive Parkway, Suite 515
San Ramon, CA 94583
Phone: (925) 215-2770 FAX: (925) 215-2771
Date Signed by FORUM (Effective Date): _____

Schedule A

This Schedule A is attached to and incorporated into the Finders Agreement between M&A Forum LLC (FORUM) and _____ (Seller), dated _____, (the "Agreement").

Any capitalized term that is not defined in this Schedule A shall have the meaning ascribed to such term in the Agreement.

- 1) As compensation for FORUM's services, Seller shall pay or cause to be paid to FORUM in cash, upon closing, a Success Fee based on the Transaction Value as follows:
 - a) Seven and one half percent (7.5%) of the Transaction Value up to two million five hundred thousand dollars (\$2,500,000); plus
 - b) Five percent (5%) of the Transaction Value over two million five hundred thousand dollars (\$2,500,000) and up to ten million dollars (\$10,000,000); plus
 - c) Two and one half percent (2.5%) of the Transaction Value over ten million dollars (\$10,000,000) and up to fifteen million dollars (\$15,000,000); plus
 - d) One percent (1.0%) of the Transaction Value over fifteen million dollars (\$15,000,000); provided however,
 - e) FORUM shall receive no less than fifty percent (50.0%) of the Success Fee in cash at closing. If the amount of non-contingent Transaction Value (e.g., cash promissory notes, stock, etc.) received by Seller at the initial closing is greater than fifty percent (50%) of the total Transaction Value, the FORUM shall receive no less in cash at the initial closing than a percentage of the Success Fee which is equal to the percentage of non-contingent Transaction Value received by Seller at the initial closing.

- 2) Subject to the terms set forth in Section 1 of this Schedule A, in the event the Transaction Value includes contingent payments (or payments for the acquisition of additional stock or assets) after the initial closing, then FORUM shall be paid and shall receive the Success Fee at the time and in the form as the Seller receives such contingent or additional payments.

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