

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

FORUM and Seller have previously agreed to the blind listing of Seller's business on the FORUM website, www.ma-forum.com. In consideration of the fees to be paid by Seller and other consideration as described below, FORUM agrees to provide the following 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) and coordinate the signing of non-disclosure agreements, as appropriate; (iii) coordinate meetings between Seller and Buyer Prospect(s); and (iv) such additional services as the parties may agree.

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 cash on the day of the closing of the Transaction, as follows:

- a. FIVE PERCENT (5%) of the Transaction Value up to TEN MILLION DOLLARS (\$10,000,000); plus
- b. TWO AND A HALF PERCENT (2.5%) of the Transaction Value over TEN MILLION DOLLARS (\$10,000,000) and up to THIRTY MILLION DOLLARS (\$30,000,000); plus
- c. ONE AND ONE QUARTER PERCENT (1.25%) of the Transaction Value over THIRTY MILLION DOLLARS (\$30,000,000) and up to FIFTY MILLION DOLLARS (\$50,000,000); plus
- d. ONE HALF OF ONE PERCENT (0.5%) of the Transaction Value over FIFTY MILLION DOLLARS (\$50,000,000).

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

C. Defined Terms

1. Transaction Value: The term "Transaction Value" means the total consideration received by Seller in a Transaction. Such consideration includes all the benefits to be received by the Seller or its shareholders, including, without limitation; (i) the purchase price (whether in the form of cash, promissory notes, stock or other value); (ii) assumed liabilities; (iii) any compensation to any stockholders, partners, or owners, officers, or employees of Seller after the Transaction that exceeds the regular compensation paid to them during the immediately preceding fiscal year; (iv) any compensation paid to said persons for agreements not to compete; (v) the net present value of any deferred or contingent payments (whether or not related to future earnings or operations); and, (vi) the net present value of 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, and in the event that the Transaction Value includes deferred or contingent payments (or additional payments for the acquisition of additional stock or assets) after the initial closing, then FORUM shall be paid and shall receive the Success Fee as the Seller receives such deferred, contingent or additional payments.

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, 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 other activities of FORUM and which is disclosed to Seller by FORUM, and includes its respective 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, 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 the earlier of: (i) the last day Seller's profile is posted on the FORUM website; or (ii) 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 nonpublic 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 its employees and advisors as have a need to know in the ordinary course of rendering services in accordance with this Agreement.

2. Use of Seller's Name and Related Success Information: Should Seller complete a Transaction with a Buyer Prospect, Seller's name, company name, and the type of any related consummated Transaction may reasonably be disclosed/used by FORUM in the promotion of FORUM'S business for publicity purposes, upon approval by Seller.

F. Disclaimers

1. Seller's Right of Decision and Authority: It is understood that all decisions as to whether to engage in a Transaction are the

responsibility of Seller and the Buyer Prospect. FORUM has no responsibility to approve or disapprove any terms and conditions of any proposed Transaction.

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 Prospective Buyer to FORUM and subsequently 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. 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. 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 Not A Broker/ Dealer: Seller fully 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 services.

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 whether written or oral between the parties.

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 hereof 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 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.

INITIAL _____

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): _____