

**Form:**

Finders Fee Agreement

**Description:**

This is an agreement where the company agrees to pay a fee to a finder of investors who purchase stock in the company.

## FINDERS FEE AGREEMENT

This is an agreement made by and between \_\_\_\_\_, a corporation ("Company") and \_\_\_\_\_ ("Finder").

1. **Stock**. Company seeks a purchaser or purchasers of some of its capital stock from qualified sophisticated investors. Finder represents to Company that he has access to sophisticated investors and believes that he can introduce parties interested in investing in the Company.

2. **Legal Compliance**. In connection with introduction to investors, Finder shall comply with all applicable laws and shall specifically, but not as a limitation thereof, comply with the requirements set forth in Rule 506 of Regulation D under the Securities Act of 1933, as amended. Finder represents and warrants that it has all permits, licenses and registrations required to perform the services hereunder.

3. **Nonexclusive Right**. For a period of 90 days after the date hereof, Finder shall have the non-exclusive right to introduce prospective investors to the Company who meet the definition of "accredited investors" under SEC Rule 506, and who are not already known to the Company ("Qualified Investors"). Finder shall confirm to the Company that the introduction has been made in writing within 10 days of the introduction.

4. **Acceptance of Investors**. The decision to accept a Qualified Investor as a shareholder in the Company is in the sole discretion of the Company.

5. **Fee**. In the event that a Qualified Investor is accepted by the Company, and the Qualified Investor closes the purchase of Company stock within six (6) months of the date hereof, then the Company shall pay Finder a finder's fee equal to \_\_\_\_% of the dollar amount of securities purchased by the Qualified Investors. The fee shall be paid within 30 days after the closing of the sale of stock to the Qualified Investor. Finder shall notify Qualified Investors that he will receive a finder's fee in the event of the sale of stock to Qualified Investors.

6. **Miscellaneous**. This letter shall be governed by the substantive laws of the State of \_\_\_\_\_ without regard to conflict of law principles. This letter constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement,

signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Finder: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

Printed Name

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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