



FINDER'S FEE AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN: _____
[NAME OF COMPANY SEEKING FINANCING]

[address]
(hereinafter referred to as "Client")

- and -

Robert Renk of Add One Financial Solutions
[4825 Wagon Trail Ct. Suite 100, Denver, Co. 80134 (303) 521.7622]
(hereinafter referred to as "Finder")

WHEREAS:

- A. Finder is in the business of arranging venture financing and is able to introduce certain potential financiers, investors or acquirers directly or indirectly to Client;
- B. The parties have agreed to the payment by Client to Finder of certain fees respecting the provision of the services if a Financing (as hereinafter defined) can be arranged.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

1. Definitions

Wherever used throughout this Agreement, the following terms shall have the following meanings:

"Effective Date" means the ____ day of _____, _____.

"Financier" means a person, corporation or entity who completes a Financing with Client.

"Financing" means any of the following transactions involving Client made or arranged by or through the efforts of any party introduced directly or indirectly by Finder, including:

- (a) any acquisition, disposition or equity investment of a portion of or interest in Client;
- (b) any loan or other credit transaction involving Client which could be reasonably interpreted under common language usage as a financing; or
- (c) acquisition by or of a publicly listed company on any stock exchange or public trading market.

"Finder's Fee" has the meaning set out in Section 4 hereof.

"Term" has the meaning set out in Section 2 hereof.

2. Term

This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of 3 months thereafter (the "Term").

3. Duties of Finder

Finder agrees to introduce Client and its business to potential Financiers who, in Finder's opinion, may be interested in providing a Financing to Client. Finder shall, if requested by Client, review Client's business plan and make suggestions for changes, at no additional charge to Client.

4. Finder's Fee

- (a) Client agrees to pay to Finder a finder's fee ("Finder's Fee") (As per attachment A: Add One Financial Solutions Fee Schedule) up to \$499 plus an amount equal to but not greater than 10% of the gross proceeds or value of each Financing consummated by Client at any time with any Financier introduced to Client by Finder, provided that such introduction was made during the Term hereof. The Finder's Fee is payable notwithstanding any other fees or commissions payable by Client or its shareholders to other parties who may arrange such Financing. Client has the sole discretion whether to consummate any Financing, on terms acceptable to Client. (As per attachment A: Add One Financial Solutions Fee Schedule) In addition each request may earn a sliding scale or reduction that is on a case by case basis and at the discretion of Finder and an executive of Add One Financial Solutions.
- (b) Client will pay the Finder's Fee immediately upon receipt of proceeds from the closing of a Financing for which a Finder's Fee is payable. In the event that any such Financing is carried out in stages, or paid in stages, Client will advance the Finder's Fee in portions which correspond to the stages of payments received by Client.
- (c) Notwithstanding any other provision hereof, Client shall be liable to pay the Finder's Fee only in the event that a Financing is completed with one or more of the contacts listed by Finder and agreed in advance of investment by Finder and Client jointly. The list will be limited to those contacts as Client has accepted, in its sole discretion. Any approved potential Financier may choose to conduct a Financing through a related entity or person and, in such case, the Finder's Fee will still be payable.
- (d) The Finder's Fee is earned by Finder when it provides a contact with any Financier who completes a Financing with Client. No additional services are required to be performed, although Finder may voluntarily provide information or engage in negotiations that may expedite the consummation of a Financing.
- (e) Finder is not entitled to receive a Finder's Fee until one of the Financiers it has introduced Client to actually completes a Financing with Client.

5. Disclosure of Information

In carrying out its duties hereunder, Finder shall provide to potential Financiers only information which has been filed by Client with the Securities and Exchange Commission, and such other written information (the "Additional Information") that Client has delivered to Finder for the purpose of attracting the Financing. If any of such Additional Information is material and has not been publicly disclosed, Finder agrees not to disclose it to any party who has not signed a Regulation FD Confidentiality Agreement, and Finder shall not trade in securities of Client while in possession of such undisclosed material information.

6. Finder Not Licensed Securities Dealer

Finder declares that it is not a licensed securities broker or dealer or investment advisor, and both parties declare that this Agreement is not intended for the buying, selling, or trading of securities, or the offering of counsel or advice with respect to any such activities.

7. Indemnification

Client shall indemnify Finder from all costs, claims and lawsuits which Finder may be required to pay or defend arising from a material misrepresentation by Client of any information relied upon by Finder and which Finder, without knowledge of such misrepresentation, provided to Financiers.

8. Assignment

This Agreement and the rights, duties and obligations of the parties hereunder shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

9. Entire Agreement

This Agreement and any schedules attached hereto constitute the entire agreement between the parties to this Agreement pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations collateral agreements or conditions between the parties in connection with the subject matter of this Agreement except as specifically set forth herein.

10. Binding Effect

This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

11. Further Assurances

The parties agree to execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Agreement.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

13. Disputes

If any dispute develops that cannot be resolved amicably by the parties to this Agreement, such dispute is to be settled through binding arbitration by a single professional arbitrator licensed to practice in Washington state. The prevailing party in any such action shall be entitled to recover all costs, reasonable attorney's fees, and costs of enforcing or collecting any judgment awarded.

14. Notices

All notices required or permitted to be given pursuant to this Agreement shall be in writing and may be given by personal delivery, prepaid registered post, electronic facsimile transmission or other means of electronic communication capable of producing a printed copy, to the parties as follows:

If to Client:

[address – no PO boxes]

[fax number]

[email]

[phone]

Attention:

[name of contact person]

If to Finder:

[address] Add One Financial Solutions

[fax number] 530.567.6977

[email] AddOneFinancialSolutions@gmail.com

Attention: Rob Renk

or at such other address as either party may stipulate by notice to the other. Any such notice will be deemed to have been given and received by the party to whom it was addressed, if mailed, on the third (3^d) day following mailing, if by facsimile or other electronic communication, on successful transmission, or, if delivered, on the date of delivery.

15. Counterparts

This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will, taken together, constitute one and the same instrument.

16. Currency

Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of the United States of America.

17. Facsimile Copy

Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date first set forth above.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

SIGNED, SEALED AND DELIVERED
by Robert Renk in the presence of:

Dated this day of ____/____/____

Finder:

Robert Renk
Print Name of Finder

Signature of Finder

4825 Wagon Trail Ct. Suite 100,
Address

Denver, Co. 80134 (303) 521.7622
City/Zip Phone

Witness:

Signature of Witness

Print Name of witness

Address

City/Zip Phone

Client:

Print Name of client

Signature of client

Address

City/Zip Phone