

STANDARD CONSULTANT FINDER'S AGREEMENT

This STANDARD CONSULTANT AGREEMENT (this "Agreement") is made and entered into on _____, 20__ (the "Commencement Date") by and between and Validor Capital LLC ("Validor") and _____ (the "Consultant").

RECITALS:

WHEREAS, Validor desires to enter into a business relationship with the Consultant for the purpose hereinafter stated, and the Consultant desires to enter into such relationship with Validor in such capacity and on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Validor retains the Consultant to act as its intermediary in brokering and supporting Validor in connection with the identification of, and introduction to, the businesses or entities set forth on Exhibit A attached hereto (each a "Qualified Business") that may desire to have Validor enter into a transaction to acquire a majority of the equity interests, or all or substantially all of the assets, of such Qualified Business (each, a "Transaction"). Validor shall be under no obligation to consummate any Transaction with any Qualified Business, and no fee or expenses of any kind will be payable by Validor to the Consultant unless a Transaction closes and such payment by Validor would not cause a violation of any applicable U.S. or state securities laws, rules or regulations. The Consultant is to act as an intermediary to locate a Qualified Business and to introduce those businesses or entities to Validor, whereby Validor (or any of its designees and/or appointed agents, advisors and representatives) shall conduct the related evaluation, diligence, and negotiation, and execute the consummation of any Transaction (in each case Validor shall have the right determined in its sole and absolute discretion to pursue such activities and consummate any Transaction). The obligations of Consultant set forth in this Section 1 shall be referred to collectively as "Consultant's Duties".

2. If, during the term hereof or the period specified in Section 8, Validor consummates a Transaction with a Qualified Business for which Consultant's Duties have been satisfied (as determined by Validor in its sole and absolute discretion), and the representations and warranties, and covenants set forth in Section 9 are true and correct as of the date hereof and as of and through the date thereof, the Consultant shall be entitled to a finder's fee equal to:

- (a) 5% of the first million dollars of Transaction Value (as defined below), plus,
- (b) 4% of the second million dollars of Transaction Value, plus,
- (c) 3% of the third million dollars of Transaction Value, plus,
- (d) 2% of the fourth million dollars of Transaction Value, plus,
- (e) 1% of the remaining Transaction Value (cumulatively, the "Consultant's Fee").

For purposes of this Agreement, “Transaction Value” shall mean, for any Transaction, the aggregate purchase price actually paid by Validor and its designees, affiliates, and/or co-investors to (or on behalf of) a Qualified Business or its equity holders for such equity or assets in any combination of cash, debt, equity, or other property, including deferred or contingent payments; provided, however, that (i) if the Transaction Value includes any contingent consideration (including, but not limited to, any earn outs, seller notes, and escrows), Validor shall pay the Consultant such portion of the Consultant’s Fee attributed to such contingent Transaction Value if and when such contingent consideration is actually paid to (or on behalf of) a Qualified Business or its equity holders, (ii) Transaction value shall exclude any “gross up” for the tax benefit of doing an asset purchase as opposed to a stock purchase or similar items, (iii) Transaction Value shall exclude consideration described above for which a corresponding liability exists, and (iv) Transaction Value shall exclude any non-compete payments, any employment compensation, any incentive equity or compensation, any consulting fees, any assumed assets and liabilities included in net working capital, or any other similar payments, compensation or fees, or non-standard components of Transaction Value. All fees are to be paid in US funds by bank draft or wire transfer promptly after the closing of the Transaction. The Consultant shall be responsible for paying any and all taxes on any monies received relating to, or in connection with, the terms of this Agreement.

3. No business or entity shall be a Qualified Business if (a) Validor or any of its affiliates is already pursuing or has previously reviewed the Qualified Business independent of its relationship with the Consultant, (b) Validor or any of its affiliates is subject to a finder’s fee obligation (not with the Consultant) with respect to the Qualified Business, (c) Validor or any of its affiliates holds an equity interest in, or is a creditor of, the Qualified Business, (d) Validor has had active discussions with a Qualified Business regarding a Transaction during the six (6) month period before an introduction with such Qualified Business was made by the Consultant or (e) after an introduction of a Qualified Business to Validor by the Consultant pursuant to the terms and conditions hereunder, Validor is introduced to such Qualified Business as a result of a broader sale process. Exhibit A attached hereto shall be amended in writing by the parties hereto to include or exclude a Qualified Business.

4. The Consultant represents that it has not made, and will not make, any agreements with any brokers or agents in regards to any broker’s fees, finder’s fees and similar amounts payable in respect of any Transaction. To the extent any other Party with whom Consultant is associated makes any claim for a buy-side broker’s or finder’s fee related to a Qualified Business or Transaction, the Consultant shall be solely responsible for such payment(s) and/or resolving such disagreement with said third party.

5. Validor is not responsible for any out-of-pocket expenses incurred by the Consultant unless agreed to by Validor in writing prior to the incurrence of such expenses. To the extent a Transaction is consummated, Consultant acknowledges Validor will be obligated to pay the Consultant’s Fee pursuant hereto pursuant to, and in accordance with, the terms of this Agreement, and Consultant will not seek compensation from any related party of Validor or from its affiliates (other than Validor).

6. This Agreement shall be governed by and enforced and construed in accordance with the laws of the State of Florida without giving effect to any conflicts of laws principles. Any disputes arising hereunder shall be settled through an arbitration proceeding in the State of Florida,

County of Palm Beach, City of Boca Raton in accordance with the rules of the American Arbitration Association, and no Party hereto shall be entitled to special, punitive, exemplary or consequential damages as a result of any breach of this Agreement.

7. Validator agrees to fully indemnify the Consultant from any legal actions against the Consultant by any Qualified Business that are the result of written information provided by Validator or the performance of Validator, except for instances of fraud or bad faith by the Consultant or where the Consultant was grossly negligent engaged in willful misconduct, or violates any applicable law, rule or regulation. In addition, the Consultant shall indemnify Validator and hold Validator harmless from and against any and all losses, damages, liabilities, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) Validator suffers or incurs as a result of the Consultant's failure to be qualified and/or licensed in any respect under any applicable law in order to perform the services contemplated hereby or to receive any fee or payment hereunder.

8. The relationship of the Consultant to Validator is that of an independent contractor, and shall not under any circumstances be construed to constitute the Consultant as a partner, joint venturer, employee or agent of Validator. The Consultant shall have no authority whatsoever to commit or bind Validator in any manner whatsoever. This Agreement shall continue for a period of twelve (12) months from the Commencement Date. This Agreement may be terminated at any time by the Consultant or by Validator with fifteen (15) days prior written notice to the other party hereto. Termination of this Agreement does not relieve Validator of its obligation to pay the Consultant's Fee if and only if a Transaction with a Qualified Business is consummated by Validator within twelve (12) months of the Consultant's initial introduction of such Qualified Business to Validator.

9. The Consultant represents, warrants and covenants as follows:

(a) The Consultant is either (i) a registered (A) with the U.S. Securities and Exchange Commission (the "SEC") as a "broker" or "dealer," as such terms are defined in the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder and is a member in good standing of the Financial Industry Regulatory Authority, Inc. and (B) as a "broker," "dealer" or "broker-dealer" under the laws of any applicable U.S. state or (ii) does not, and in connection with this Agreement will not, engage, in any activities that would require it to register (A) as a "broker," "dealer" or "broker-dealer" under the laws of any U.S. state or (B) relies on the exemption for certain activities carried out by an "M&A Broker" pursuant to Section 15(b)(13) of the Securities Exchange Act of 1934, as amended (i.e., the "M&A Brokers Exemption"). To the extent Consultant relies on the M&A Broker Exemption with respect to a Transaction, Consultant has complied and will comply with all applicable requirements of the M&A Brokers Exemption for such Transaction (including, for the avoidance of doubt, by refraining from providing any services in connection with such Transaction that are prohibited by or otherwise inconsistent with the requirements of the M&A Brokers Exemption. Specifically, the Consultant:

1) has not had, and will not have, the ability to bind Validator or any of its affiliates or any other party in connection with any Qualified Business and the Transaction;

2) has not provided, and will not directly or indirectly through any of its affiliates provide, financing in connection with the Transaction;

3) has not had, and under no circumstances will have, custody, control, possession of or otherwise handle any funds or securities issued or exchanged in connection with any Qualified Business or Transaction or any other securities transaction for the account of others;

4) in connection with any Qualified Business introduction or Transaction, has not provided services with respect to a public offering of securities;

5) any offering or sale of securities with respect to any Qualified Business or Transaction will be conducted in compliance with an applicable exemption from registration under the U.S. Securities Act of 1933, as amended and the rules and regulations promulgated thereunder (the “Securities Act”);

6) does not represent both Validor (or any of its affiliates) and a Qualified Business in a Transaction, and to the extent the Consultant represents both Validor (or any of its affiliates) and a Qualified Business in a Transaction, the Consultant has provided clear written disclosure to Validor (or its applicable affiliates) and the Qualified Business, and has obtained written consent from Validor (or its applicable affiliates) and such Qualified Business to such joint representation;

7) will not facilitate, or assist in, the formation of any group of buyers in connection with any Qualified Business introduction or in connection with any Transaction;

8) neither any Qualified Business introduction nor any Transaction will result in the transfer of interests to a passive buyer;

9) has not, nor have any of its officers, directors, managers, or employees been barred from association with a broker-dealer by the SEC, any state or any self-regulatory organization or suspended from association with a broker-dealer;

10) any securities received by Validor or an advisory client of Validor in a Transaction contemplated by this Agreement will be restricted securities within the meaning of Rule 144(a)(3) under the Securities Act because the securities will have been issued in a Transaction not involving a public offering;

11) upon completion of a Transaction, Validor or an advisory client of Validor “controls” the Qualified Business (and for the avoidance of doubt, no Consultant’s Fee is paid with respect to a Transaction whereby Validor or an advisory client of Validor does not “control” the Qualified Business upon completion of the Transaction);

12) in the fiscal year ending immediately before the fiscal year in which the services of the Consultant are initially engaged with respect to the securities transaction, the Target meets either or both of the following conditions (determined in accordance with the historical financial accounting records of the company): (a) the earnings of the Qualified Business before interest, taxes, depreciation, and amortization are less than \$25,000,000; and (b) the gross revenues of the Qualified Business are less than \$250,000,000.

13) each Qualified Business is a “privately-held company,” and

14) no Qualified Business will be a Shell Company (as defined below) other than a business combination-related shell company as defined in Rule 405 of the Securities Act.

As used in this paragraph, (x) a “privately-held company” means a company that does not have any class of securities registered, or required to be registered, with the SEC under Section 12 of the Exchange Act, or with respect to which the company files, or is required to file, periodic information, documents, or reports under Section 15(d) of the Exchange Act, (y) “Shell Company” means any company that (I) has no or nominal operations and (II) has no or nominal assets, assets consisting solely of cash and cash equivalents, or assets consisting of any amount of cash and cash equivalents and nominal other assets, and (z) “control” means the power, directly or indirectly, to direct the management or policies of a Qualified Business, whether through the ownership of securities, by contract, or otherwise; provided, that the necessary control will be presumed to exist if, upon completion of a Transaction, Validor or any of its affiliates has the right to vote 25% or more of a class of a Qualified Business’s voting securities, has the power to sell or direct the sale of 25% or more of a class of a Qualified Business’s voting securities, or if the Qualified Business is a partnership or limited liability company, has the right to receive upon dissolution or has contributed 25% or more of such Qualified Business’s capital.

(b) Without limiting the generality of the foregoing, the Consultant represents that it will comply with all applicable laws in connection with the transactions contemplated by this Agreement, including but not limited to, Rule 506 promulgated by the SEC under the Securities Act, as well as other applicable provisions of Regulation D promulgated under the Securities Act (“Regulation D”), or other applicable exemptions specified by Validor. In addition, the Consultant will not engage in any form of “general solicitation or advertising,” within the meaning of Regulation D, in performing its duties pursuant to this Agreement.

(c) The Consultant acknowledges that the foregoing representations in this Section 9 are specifically bargained for inducements by Validor to enter into this Agreement.

(d) The Consultant acknowledges that notwithstanding any other provision in this Agreement, no Consultant’s Fee shall be due hereunder unless all of the representations and warranties in this Section 9 are true and correct in all respects.

(e) The Consultant agrees to provide the services contemplated by this Agreement in compliance in all material respects with all applicable laws, regulations and contractual and other obligations applicable to the Consultant. Without limiting the generality of the foregoing, the Consultant agrees that neither the Consultant nor anyone acting on its behalf (i) has violated or will violate applicable anti-bribery, anti-corruption or anti-money laundering laws, or (ii) is subject to (or doing business with or in any country subject to) any U.S. sanction imposed by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

(f) The Consultant is aware that the U.S. federal securities laws and other applicable securities laws place certain restrictions on any person or entity who has received

“material non-public information” (or any corresponding comparable or similar class or category of information) regarding any company (“MNPI”) with respect to purchasing or selling securities of such company or from communicating such information to any other person and that information of which the Consultant becomes aware in connection with performing services hereunder may include MNPI. The Consultant agrees that it will comply with such U.S. federal securities laws and other applicable securities laws as they relate to the use of MNPI. The Consultant acknowledges and agrees that Validor (i) is not seeking, and strictly prohibits the communication, directly or indirectly, of any information that may be deemed to be MNPI and (ii) maintains policies that require its personnel to report the receipt of MNPI to Validor’s compliance personnel and such receipt of MNPI may be reported to the SEC and/or such other regulatory authority or agency with jurisdiction over the Consultant. If the Consultant believes that it may have communicated any MNPI in connection with its services hereunder, the Consultant shall promptly notify Validor.

10. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof and may not be amended or modified except by a written agreement executed by the parties hereto. There are no third party beneficiaries to this Agreement. This Agreement shall supersede all previous agreements executed between Validor and the Consultant, and any other oral agreements or other arrangements, relating to the subject matter herein. Neither party may assign this Agreement or delegate or transfer any rights, obligations or duties under this Agreement without the other party’s prior written consent, and any attempted assignment, transfer or delegation without such consent will be null and void; provided, however, that notwithstanding the foregoing, Validor may assign this agreement to a Qualified Business (or any acquiror thereof) following the consummation of a Transaction or to any affiliate of Validor.

[signature page follows]

IN WITNESS WHEREOF, Validor and the Consultant have executed this Agreement as of the day and year first above written.

VALIDOR CAPITAL LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Exhibit A