

Date

Firm Name

Attn:

Address

Address

City, State zip code

Re: Introduction and Fee Agreement

Dear \_\_\_\_\_:

This letter ("Agreement") acknowledges that you ("Consultant") have brought \_\_\_\_\_, a \_\_\_\_\_ that is owned by \_\_\_\_\_ and headquartered in \_\_\_\_\_ ("Target") to the attention of Trivest Partners Corporation ("Trivest") as a potential investment candidate for one of Trivest's private equity funds (through one or more affiliated entities) (such affiliated entity(ies), the "Purchaser"). Consultant and Purchaser are each a "Party" and collectively the "Parties". No fee will be due or payable to the extent Trivest or any of its affiliates (including Purchaser) has previously been introduced to Target and advises you of such introduction within seven (7) days of Purchaser signing this Agreement.

In consideration for Consultant having introduced Purchaser to Target (other than a Minority Transaction as defined below) and provided that Consultant arranges a substantive conversation and provision of information by the Target within ninety (90) days from the date hereof, in the event a Transaction shall be consummated on or before the first anniversary of Purchaser's initial conversation with Target following Consultant's introduction, Consultant will be entitled to either a Control Fee or a Non-Control Fee (each as set forth below). In no event will any Transaction result in paying both a Control Fee and a Non-Control Fee. A "Control Fee" will be paid in cash at closing of the Transaction and be equal to a "Lehman Formula" as follows:

- 5% of the Aggregate Consideration (as defined below) between \$0 and \$1,000,000;
- 4% of the Aggregate Consideration between \$1,000,001 and \$2,000,000;
- 3% of the Aggregate Consideration between \$2,000,001 and \$3,000,000;
- 2% of the Aggregate Consideration between \$3,000,001 and \$4,000,000; and
- 1% of any Aggregate Consideration above \$4,000,000.

Additionally, to the extent the Target is a platform investment and is achieving at least \$4.0 million of EBITDA on a trailing twelve month basis at the time of closing, in addition to the Control Fee, Consultant will also receive a three (3) year lease on an S-Class Mercedes. It being understood Consultant will agree to take your picture with the S-Class Mercedes and allow Trivest or Purchaser to use such picture in its promotional materials without additional compensation. Please note that the car lease described above is not available for a Minority Transaction, as defined below, or for an add-on to an existing Portfolio Company.

In the event a Transaction is consummated that results in Purchaser owning 50% or less of the outstanding equity interests of the Company ("Non-Control Transaction") and all of the other terms and conditions set forth herein have been satisfied, the Intermediary will receive a finder's fee (the "Non-Control Fee") equal to one percent (1.0%) of the total amount of all funds actually invested by Purchaser as of the Minority Transaction closing.

Consultant acknowledges and agrees Purchaser will be responsible only for the payment outlined above to Consultant with respect to said 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 the Transaction or Target, you will be solely responsible for such payment(s) and/or resolving such disagreement with said third party.

For purposes of this Agreement, the term "Transaction" means that any acquisition, merger, consolidation, reorganization, recapitalization, business combination or other transaction pursuant to which Purchaser makes an investment into Target or Target is otherwise acquired, (in whole or in part), by, or combined with the Purchaser. For purposes of this Agreement and determining whether a Control Fee or Non-Control Fee is owed, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Target, whether through ownership of voting securities or by contract or otherwise.

For purposes of this Agreement in determining a Control Fee, the term "Aggregate Consideration" means, without duplication, everything of value received by, paid or payable to Target and/or its shareholders ("Seller") by Purchaser in connection with a Transaction, including but not limited to cash, assets, securities, promissory notes, earn-outs, other deferred payments, and assumption of indebtedness by Purchaser, (other than ordinary course liabilities). Additionally, Aggregate Consideration will include compensation paid to the Seller for agreements not to compete, employment agreements, real estate leases and consulting or other similar agreements solely to the extent that such consideration is in excess of commercially reasonable amounts for such agreements or arrangements for businesses similar to Target and for transactions of similar size to the Transaction. If an earn-out payment or other deferred or contingent compensation arrangement is part of the Aggregate Consideration, then the Control Fee associated with the earn-out consideration shall only be paid at the same time and in the same form as the Seller receives the deferred or contingent compensation, if ever.

Please note that "Aggregate Consideration" will not include consideration described above for which a corresponding liability exists. For example, to the extent "Aggregate Consideration" is increased to "gross up" the tax benefit of doing an asset purchase as opposed to a stock purchase, this increase will not be counted in the calculation of Aggregate Consideration. Aggregate Consideration will not include the working capital left in the business or any adjustments to working capital.

This Agreement shall automatically terminate and be of no further force and effect one year from the date hereof; provided, however, that each Party hereto may terminate this Agreement upon ten (10) days notice to the other. To the extent Purchaser terminates this Agreement prior to the one-year anniversary hereof and a Transaction is consummated by Purchaser with Target prior to the one-year anniversary of the introduction to the Target, Consultant will be entitled to receive the Control Fee or Non-Control Fee as set forth herein.

This Agreement and the performance hereunder shall be governed by the laws of the State of Florida without reference to the conflicts of law principles thereof. Any disputes arising hereunder shall be settled through an arbitration proceeding in the State of Florida, County of Miami-Dade, City of Miami in accordance with the rules of the American Arbitration Association, and no Party hereto shall be entitled to special, punitive or consequential damages. Nothing herein contained shall be deemed to create a joint venture or partnership relationship between the Parties hereto. Consultant acknowledges and agrees Purchaser does not have any obligation to pursue a Transaction, and that no obligation to pay a Control Fee or Non-Control Fee, as the case may be, or any other fee exists

until definitive documentation is entered into by Purchaser and Target and thereafter consummated within the time period specified in this Agreement. To the extent a Transaction is consummated, Consultant acknowledges Purchaser will be obligated to pay the Control Fee or Non-Control Fee pursuant hereto, and Consultant will not seek compensation from any shareholder of Purchaser or from their affiliates (other than Purchaser), including without limitation Trivest, any Trivest fund or any of its officers, directors or employees. Consultant agrees that Consultant will be acting on behalf of Purchaser, as its agent, and that Consultant will not take or seek to take compensation from Target or its shareholders. Notwithstanding the foregoing, neither Party shall have any power to enter into any contracts or commitments in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever. Each Party hereto represents and warrants that the terms and conditions of this Agreement do not, and will not, conflict with or violate any term and conditions of any other agreement or commitment to which it is bound (including any agreements relating to employment). The Parties agree an electronic copy of their signature shall be deemed an original and this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Please sign below to indicate your acceptance of and agreement with the foregoing and return a counterpart of this Agreement to the undersigned.

**Sincerely,**  
TRIVEST PARTNERS CORPORATION,  
on behalf of Purchaser

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Acceptance Date: \_\_\_\_\_