

Date:

Firm Name:

Attn:

Address 1:

Address 2:

City, State Zip Code:

Re: Introduction and Standard 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 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 Control Transaction or a Non-Control Transaction is 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 (in the case of a Control Transaction) or a Non-Control Fee (in the case of a Non-Control Transaction) (each as set forth below). For the avoidance of doubt, Trivest and Purchaser shall have the sole and discretionary right to decide whether or not to consummate a Transaction with Target. 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 a Control 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.

For purposes of this Agreement, the term "Control Transaction" means 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, Purchaser, in each case, resulting in Purchaser obtaining control of Target. For purposes of this Agreement, "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.

In the event Purchaser consummates a transaction with Target that does not result in Purchaser obtaining control of Target (a "Non-Control Transaction", and together with a Control Transaction, each a "Transaction") and all of the other terms and conditions set forth herein have been satisfied, Consultant will be entitled to a fee, paid in cash at closing of the Non-Control Transaction, equal to one percent (1.0%) of the total amount of all funds actually invested by Purchaser as of the Non-Control Transaction closing (the "Non-Control Fee").

Additionally, to the extent the Target is a "Platform Investment" (defined as any investment in a Target of any Trivest Fund that is not an add-on to an existing Portfolio Company) in addition to the Control Fee or Non-Control Fee, Consultant will also receive a three (3) year lease on a base model S-Class Mercedes. Consultant agrees to take his or her picture with the S-Class Mercedes and allow Trivest or Purchaser to use such picture in its promotional materials without additional compensation. For the avoidance of doubt, whether a Transaction with Target qualifies as a Platform Investment shall be determined by Trivest in its sole discretion.

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

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 Control 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 Control 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 earnout 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.

Under no circumstances shall Consultant (or, if Consultant is an entity, any member, manager, owner, officer, director or employee of Consultant) share any part of the Control Fee or Non-Control Fee, as applicable, with any other person or entity except with the prior written consent of Trivest in its sole and absolute discretion. ***Consultant understands and agrees that Purchaser's obligation to pay the Control Fee or Non-Control Fee, as applicable, hereunder shall be null and void if payment of such fee would***

violate any state or federal law, rule or regulation applicable to Trivest, Purchaser, Consultant or Target or its owners.

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 applicable, as set forth herein. Notwithstanding the foregoing, if Purchaser terminates this Agreement for Cause, Purchaser shall have no obligations hereunder (including the payment of the Control Fee or Non-Control Fee) on or after the date of such termination. For the purposes of the preceding sentence, "Cause" will be deemed to exist if Purchaser reasonably determines that Consultant has violated any material provision of this Agreement, has breached any representation or warranty contained herein or Consultant is finally determined by a court of competent jurisdiction or applicable regulator to have violated any law, rule or regulation determined by Purchaser to be reasonably relevant to the performance of Consultant's obligations hereunder.

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 within the time period specified in this Agreement, 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 not take or seek to take compensation from Target or its shareholders. The Parties acknowledge and agree that (i) Consultant is not an agent of Purchaser, Trivest Target or its owners, (ii) neither Party shall have the ability to enter into any contract or commitment in the name of, or on behalf of the other Party, or to bind the other Party to a Transaction or other commitment, and (iii) neither Party shall have the authority to make any representation on behalf of the other Party. Consultant shall not provide any materials regarding Purchaser or Trivest to any Target or its owners without the prior written consent of Purchaser. 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: