

## FIVE QUARTERS FINDER'S AGREEMENT

This Finder's Agreement ("**Agreement**") dated as of \_\_\_\_\_, is entered into by Five Quarters LLC ("**Company**"), of 8714 233rd PL NE, Redmond, Washington 98053, and \_\_\_\_\_ ("**Finder**").

In consideration of the mutual promises, terms and conditions stated below the parties agree as follows.

1. **FINDER'S SERVICES.** Finder will use best efforts to introduce individuals or entities ("**Prospects**") to Company that may result in Company selling its products or services to Prospects.

2. **COMPENSATION.** In consideration for Finder's services Company agrees to pay Finder a one time Finder's Fee of \$3,000 for each introduction that results in the Prospect entering into a business transaction with first-year value to the Company not less than \$20,000. Finder's Fee will be paid within 30 days after the Company receives the first installment payment from the business transaction.

3. **RELATIONSHIP OF PARTIES.** The Finder's relationship with Company is that of an independent contractor. This Agreement is not intended to create an employer-employee relationship. The compensation stated above is the sole compensation due to the Finder for the services provided. Finder is responsible for paying all taxes levied on the compensation income and understands that Company will not withhold any amounts for payment of payroll or related taxes from Finder's compensation.

4. **FINDER'S ROLE.** Finder's role in implementing this Agreement shall be only to introduce Prospects to the Company. Finder shall not engage in any negotiations, advise or make recommendations concerning the transaction. Finder shall have no right to represent or bind the Company to third parties or act in the Company's name. Finder's relationship with Company is not exclusive; Company may engage other finders.

5. **TERM.** The term of this Agreement unlimited. Either party upon ten (10) days written notice to the other party may terminate this Agreement.

6. **ENTERING INTO TRANSACTION.** Nothing in this Agreement shall obligate Company to engage in a business transaction with Prospects introduced by Finder. The decision to enter into the business transaction is totally within Company's sole absolute discretion.

7. **OTHER PROVISIONS.** This Agreement embodies the entire understanding between the parties with regard to its subject matter and replaces all prior agreements. This agreement may not be assigned or modified without the written consent of both parties. This agreement is governed by the law of the state of Washington, without regard to its conflict of law principles. Any notice to either party may be sent by email, United States Mail or expedited delivery service.

Finder:

Five Quarters:

By:

By:

Name:

Name:

Title: