



## FINDERS FEE AGREEMENT

ZEN CAPITAL PARTNERS, an investment management firm with offices at Toronto, Ontario (“ZEN CAPITAL”) and \_\_\_\_\_ (“Finder”) agree to the following:

1. ZEN CAPITAL agrees to retain Finder to act as its non-exclusive intermediary to locate qualified businesses or companies (each, a “Prospect”) that may desire to have ZEN CAPITAL provide financing, (debt or equity) or fund the acquisition of certain of the stock or assets of such Prospect (such transactions described above individually or together, a “Transaction”). Notwithstanding the foregoing, a Prospect shall not include any company or business that ZEN CAPITAL can demonstrate that it has had discussions with regarding a Transaction within 12 months prior to introduction by Finder.
2. The sole duty of Finder is to act as an intermediary to locate Prospects and to introduce those Prospects to ZEN CAPITAL, leaving the evaluation, negotiation and consummation of any Transaction to ZEN CAPITAL, its principals and/or appointed agents.
3. Finder may make certain information available to Prospects regarding ZEN CAPITAL and/or to ZEN CAPITAL regarding Prospects, their qualifications and or conditions for acquiring or investing in such Prospect, however the evaluation of such information is the responsibility of parties to the transaction, and any information provided to either party may be accepted or rejected by the parties.
4. ZEN CAPITAL agrees to pay Finder the greater of:
  - (i) a fee of 4% of the first C\$1,000,000, plus 3% of the second \$1,000,000, plus 2% of the third \$1,000,000, plus 1% of the fourth \$1,000,000, plus 0.5% of the balance of the aggregate “Transaction Value” (as defined below), or
  - (ii) a fee of 1.25% of the total “Transaction Value” (as defined below) with respect to a Transaction.

The “Transaction Value” shall mean:

- (a) for any Prospect in which ZEN CAPITAL and/or its controlled subsidiaries will acquire more than a majority of the ownership of such Prospect or a majority of the assets of such Prospect, the aggregate purchase price paid to a Prospect or its owners introduced by Finder, including debt and equity, by ZEN CAPITAL and investment partners as full compensation for Finder’s services under this agreement or
- (b) for any Prospect in which ZEN CAPITAL and/or its Affiliates will acquire less than a majority of the ownership or assets of such Prospect, the aggregate purchase price paid to such Prospect or its owners by ZEN CAPITAL and/or its controlled subsidiaries.

All fees are to be paid in Canadian funds by bank draft or wire transfer at the funding of a Transaction; provided, however, that in the event the Transaction includes any contingent consideration or deferred purchase price, then ZEN CAPITAL shall pay to Finder such portion of the fee when and if such contingent consideration is paid to Prospect or its owners.

5. ZEN CAPITAL is not responsible for paying Finder's fee (outlined in paragraph 4 and elsewhere in this document) if Finder has been or will be compensated by Prospect in any way, including, but not limited to, cash payments for services rendered or equity participation in the Transaction.
6. ZEN CAPITAL agrees to fully indemnify Finder from any legal actions against Finder by Prospects which are the result of written or verbal information provided by ZEN CAPITAL or the performance of ZEN CAPITAL and its ventures except for instances where the Finder was grossly negligent or engaged in willful misconduct.
7. The relationship of Finder to ZEN CAPITAL is that of an independent contractor and shall not under any circumstances be construed so as to constitute Finder as a partner, employee or agent of ZEN CAPITAL.
8. This Agreement will terminate automatically upon the earlier of (i) two (2) years from the effective date of this Agreement, or (ii) thirty days after provision of written notice by the Company to Finder or by Finder to the Company.
9. This Agreement constitutes the entire agreement between the parties and may not be amended except by written agreement signed by the two parties hereto.
10. This Agreement shall be enforced and construed in accordance with the laws of Delaware State in federal district courts (to the extent permitted) and in the English language.

Accepted by:

**Zen Capital Partners**

**Finder**

Signature: \_\_\_\_\_

Name: Sid Singh \_\_\_\_\_

Dated: 11/01/2020 \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_