

# DEAL-SPECIFIC FINDER AGREEMENT

CT Strategic Partners LLC, a Wyoming limited liability company ("CTSP"), and the buyer identified below ("Buyer"), agree to the following terms regarding the single introduction described in this agreement. This is a deal-specific agreement and applies only to the Target Business identified below.

## DEAL INFORMATION

CTSP Deal ID: \_\_\_\_\_

Target Business Industry: \_\_\_\_\_

Target Business Location (State): \_\_\_\_\_

Effective Date: \_\_\_\_\_

## BUYER INFORMATION

Legal Entity Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

## 1. THE INTRODUCTION

CTSP will introduce Buyer to the owner of the Target Business identified above. This agreement covers only that single introduction. CTSP makes no commitment to introduce other deals under this agreement. Buyer is under no obligation to pursue or close any deal.

The introduction is deemed made when CTSP delivers the owner's name and contact information to Buyer, or arranges a direct call between Buyer and the owner.

If Buyer believes the owner of the Target Business was previously known to Buyer or was previously in active, substantive discussion with Buyer prior to the date of CTSP's introduction, Buyer will notify CTSP in writing within ten (10) business days of the introduction, with documentation of the prior contact. General awareness, passive prior interactions, or receipt of marketing materials do not constitute a prior substantive relationship. Without timely notice and documentation, the Target Business is presumed validly introduced under this agreement.

## 2. THE FEE

If Buyer (including any affiliate, fund, investment vehicle, co-investor, or successor) consummates any transaction with the Target Business or its owners during the Term or Tail Period of this agreement, Buyer will pay CTSP a fee equal to **two percent (2%) of the Transaction Value**, payable in cash at closing. If Buyer does not close, no fee is owed.

For purposes of this agreement: (i) "*affiliate*" means any person or entity that directly or indirectly controls, is controlled by, or is under common control with Buyer, with "*control*" meaning the power to direct the management and policies of an entity through ownership of voting interests, contract, or otherwise; and (ii) "*consummate*" means either the closing of a definitive transaction or the execution of a binding letter of intent followed by closing within twelve (12) months of such letter of intent.

## 3. TRANSACTION VALUE

"*Transaction Value*" means the total consideration paid or payable, directly or indirectly, for the Target Business, including:

- (a) cash paid at closing;
- (b) assumed, refinanced, or retired debt;
- (c) seller notes, seller financing, and any deferred payment obligations at face value;
- (d) earnouts and contingent consideration at face value, with CTSP's fee on such amounts paid within fifteen (15) business days of each amount being actually paid to or received by the seller;
- (e) rollover equity at the value used in the transaction;
- (f) any other consideration of value transferred to the seller or its owners in connection with the transaction.

Transaction Value excludes: (i) ordinary course working capital adjustments, and (ii) post-closing employment, consulting, or management compensation paid to seller or its owners at arm's length market rates for actual services performed.

If CTSP, based on a good faith review supported by comparable transactions or market data, believes that any post-closing employment, consulting, or management compensation paid to seller or its owners exceeds arm's length market rates for the services performed, or has been structured to reduce Transaction Value, CTSP may deliver written notice to Buyer specifying the basis for such belief. If the parties cannot resolve the dispute within thirty (30) days, the disputed amounts will be reviewed by an independent valuation firm mutually selected by the parties, and the portion determined to exceed arm's length rates is included in Transaction Value. Costs of such review are shared equally.

#### **4. NON-CIRCUMVENT**

Buyer will not:

- (a) contact the Target Business, its owners, or its representatives except through CTSP;
- (b) consummate a transaction with the Target Business or its owners through any affiliate, special purpose vehicle, partnership, co-investment vehicle, nominee, or other structure designed to avoid or reduce the fee; or
- (c) share information about the Target Business with any other potential buyer.

If Buyer breaches this section and consummates a transaction with the Target Business or its owners through any means, the fee remains due as if the transaction had been completed in accordance with this agreement.

#### **5. TAIL PERIOD**

If Buyer consummates a transaction with the Target Business or its owners within **twelve (12) months** following termination or expiration of this agreement, the fee in Section 2 is still due. Upon CTSP's written request not more than once per calendar quarter during the Tail Period, Buyer will confirm in writing within fifteen (15) business days whether a transaction has been consummated or is under active negotiation with the Target Business or its owners.

If Buyer fails to respond within fifteen (15) business days of CTSP's second written notice referencing this Section, the Tail Period is tolled with respect to the Target Business until Buyer provides the requested confirmation.

#### **6. CONFIDENTIALITY**

Information shared by CTSP about the Target Business, its owners, financials, and operations is confidential. Buyer may share such information only with its own advisors, financing sources, and counsel, each of whom must be subject to comparable confidentiality obligations. Buyer may not share such information with any other potential buyer. Confidentiality obligations survive termination of this agreement for two (2) years.

## 7. TERM AND TERMINATION

This agreement begins on the Effective Date and continues until the earliest of (a) twelve (12) months from the Effective Date, (b) Buyer's written notice to CTSP that Buyer is not pursuing the Target Business, or (c) the closing of a transaction with the Target Business.

If a binding letter of intent or definitive transaction agreement is executed between Buyer and the Target Business or its owners during the Term, the Term automatically extends until the earlier of (i) the closing of the contemplated transaction, or (ii) the termination of such letter of intent or definitive agreement.

This agreement does not auto-renew. Upon termination or expiration, the Tail Period in Section 5 applies. Sections 2, 3, 4, 5, and 6 survive termination.

## 8. STANDARD PROVISIONS

(a) **Independent Contractor.** CTSP is an independent contractor and not a broker-dealer, investment advisor, or fiduciary to Buyer.

(b) **Governing Law.** Delaware law governs this agreement.

(c) **Disputes.** Any dispute will be resolved by binding arbitration in Delaware under the AAA Commercial Arbitration Rules. The prevailing party recovers reasonable attorneys' fees.

(d) **Electronic Signatures.** Electronic signatures (DocuSign, PDF, or similar) are binding. This agreement may be signed in counterparts.

(e) **Entire Agreement.** This is the complete agreement between the parties regarding the introduction described above. Amendments must be in writing and signed by both parties.

(f) **Severability.** If any part of this agreement is unenforceable, the remainder still applies.

(g) **Mutual Authority.** Each party represents that it has authority to enter into this agreement and that it is enforceable against such party.

## SIGNATURES

### CT STRATEGIC PARTNERS LLC

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

Name: Christoph Totter

Title: Chief Executive Officer

Date: \_\_\_\_\_

Address: 30 N Gould St, Ste N, Sheridan, WY 82801

Email: chris@ctacquisitions.com

### BUYER

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

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_