

# MONTAGE PARTNERS

PEOPLE  CAPITAL

## MONTAGE PARTNERS REFERRAL PROGRAM SUCCESS FEE AGREEMENT

This agreement (the “Agreement”), effective as of the date below (the “Effective Date”), is made by and between Montage Partners, Inc., a Delaware corporation (together with any of its funds or affiliates “Montage”) and the individual or entity named below as the finder (the “Finder”) and documents the terms under which Montage will pay, or cause its designee to pay, Finder a fee (the “Success Fee”) upon closing of an investment in the company listed on Appendix A hereto (the “Investment Candidate”).

### RECITALS

WHEREAS, Finder contacted Montage regarding the Investment Candidate listed on Appendix A; and

WHEREAS, the Investment Candidate listed on Appendix A is not engaged in an auction process; and

WHEREAS, Montage confirmed to Finder that (i) Montage has not, prior to the date Finder contacted Montage regarding the Investment Candidate, previously been introduced to or reviewed the Investment Candidate and (ii) Montage requested that Finder introduce Montage to the Investment Candidate; and

WHEREAS, Finder introduced Montage to the Investment Candidate; and

WHEREAS, Montage conducted its preliminary due diligence investigation of the Investment Candidate and confirmed its interest in pursuing an investment in the Investment Candidate;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. The term of this agreement begins on the Effective Date and expires 36 months following the Effective Date (the “Expiration Date”). The parties agree that if Montage has not completed an investment in the Investment Candidate prior to the Expiration Date, then this Agreement shall automatically terminate on the Expiration Date.
2. Montage shall have no obligation to invest in, acquire, or complete any transaction with any Investment Candidate.
3. Finder makes no representation as to the accuracy or completeness of any information provided to Montage by the Investment Candidate and Finder is not responsible for any inaccurate or incomplete information.
4. Upon closing of an investment by Montage in the Investment Candidate, Montage will pay, or will cause its designee to pay, the Success Fee to Finder.
5. The Success Fee equals \$100,000.

This agreement shall be governed and construed in accordance with the laws of the state of Arizona.

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Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Finder**

**Montage Partners, Inc.**

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

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

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

Print: \_\_\_\_\_

Phone: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

**APPENDIX A**  
**MONTAGE PARTNERS REFERRAL PROGRAM SUCCESS FEE AGREEMENT**

**Investment Candidate:**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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

Website: \_\_\_\_\_