

MONTAGE PARTNERS

PEOPLE  CAPITAL

BUYSIDE ADVISORY AGREEMENT AND ACQUISITION CANDIDATE REGISTRATIONS

This letter agreement (the "Agreement") between Montage Partners, Inc., a Delaware corporation (together with any of its funds or affiliates "Montage") and _____ (the "Advisor") represents the terms under which the Advisor will serve as a non-exclusive financial advisor to Montage in connection with the potential acquisition of or investment in (a "Transaction") the company or companies listed on Appendix A hereto (each an "Investment Candidate").

The Advisor will request that the Investment Candidate furnish Montage with such information as Montage believes appropriate to its evaluation (all such information so furnished being the "Information"). The Advisor makes and will make no representation that the Information provided by the Investment Candidate will be materially complete and correct and will not contain any untrue statements of a fact or omit to state a material fact. Montage recognizes and confirms that the Advisor (i) will be using and relying primarily on the Information and information available from generally recognized public sources in performing the services contemplated hereunder without having independently verified the same, (ii) does not assume responsibility for the accuracy or completeness of the Information and (iii) does not make an appraisal of any of the assets of the Investment Candidate.

If Montage has engaged in acquisition or investment discussions with the Investment Candidate within 24 months prior to the disclosure of the identity of the Investment Candidate to Montage by the Advisor, Montage may exclude that Investment Candidate from this Agreement by requesting such exclusion in writing within three business days following the execution of this Agreement.

If, within 18 months of this date, (i) any acquisition of or investment in the Investment Candidate is consummated by Montage or (ii) Montage enters into a definitive binding agreement (which subsequently results in an acquisition or investment) with the Investment Candidate, Montage agrees to pay, or cause its designee to pay, Advisor a transaction fee in cash at closing equal to the following fee structure: 5% of the first million dollars of the transaction value, 4% of the second million, 3% of the third million, 2% of the fourth million, then 1% thereafter (the "Transaction Fee"). Any portion of the Transaction Fee attributable to transaction value which is contingent or deferred (the "Deferred Consideration") shall be paid to Advisor on the date that the Deferred Consideration is paid by Montage in connection with the Transaction.

Should a sell-side intermediary/investment banker become engaged by the Investment Candidate before Advisor's introduction to Montage to run an auction process, the Transaction Fee shall be reduced by 50%. Should a sell-side intermediary/investment banker become engaged by the Investment Candidate after Advisor's introduction to Montage to run an auction process, the Transaction Fee shall be reduced by 25%.

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

Dated this ____ day of _____, 20__

Advisor or _____

Montage Partners, Inc.

Print: _____

Print: _____

By: _____

By: _____

APPENDIX A

Buyside Advisory Agreement and Acquisition Candidate Registrations

This Appendix A is referenced in the Agreement between Montage Partners, Inc. and _____ as Advisor dated _____.

Investment Candidate 1:

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Email: _____

Website: _____

Investment Candidate 2:

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Email: _____

Website: _____

Investment Candidate 3:

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Email: _____

Website: _____