# NON-EXCLUSIVE CONSULTING & FINDER’S FEE AGREEMENT

This **AGREEMENT** is effective starting **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BETWEEN**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter, collectively and severally, called “Consultant”).

**AND**

MNPHARM SBC, a Minnesota Public Benefit Corporation located at 1793 Buerkle Circle, White Bear Lake, MN 55110, including its successor company, companies, affiliates (described herein) and sobriquets (hereinafter called the “Company”), (the “Consultant” and “Company”, collectively, hereinafter the “Parties”).

**WHEREAS**, the Consultant is in the business of providing introductions to third parties (“Contacts”), to Company for the purpose of establishing interest by Contact to discuss potential business opportunities with Company to achieve our goal of attracting $2 million USD investment, the “Goal” and

 **WHEREAS**, the Company desires Consultant contact(s), assistance, strategic alternatives and defining planning in relation to a prospective capital raising transaction (a “Transaction”) identifying, contacting and disseminating appropriate information for, and qualifying the interest of, potential investors, acquirers and/or strategic partners in relation to a prospective Transaction; (the “Project”) and desires to engage the Consultant’s non-exclusive services to procure funding sources for Company’s Project described herein.

**NOW, THEREFORE**, in consideration of the promises and mutual Agreements herein, the Consultant and the Company agree as follows:

1. **Scope of Work.**  Consultant shall use its experience to leverage its existing relationships and contacts in a variety of related sectors to procure Company to investor leads as well as provide advice to Company in connection with Company’s interest in securing funding support for Company’s Project. The investment transaction shall be separately negotiated by the Company. All investment decisions shall be solely made by Company.
	1. It is specifically understood that Representative is acting as a Consultant only, is not a licensed securities or real estate broker or dealer, and shall have no authority to enter into any commitments on the Company's behalf, to negotiate the terms of a Transaction, to hold any funds or securities in connection with a Transaction, or to perform any act which would require Representative to become licensed as a securities or real estate broker or dealer.
	2. The receipt by Consultant of the payments will not violate any law, rule or regulation. Consultant shall promptly notify Client if any of the representations or warranties above ceases to be true and correct.
2. **Duration of Agreement.** This Agreement shall be valid for a period of one (1) year certain after full execution of this Agreement by all parties or until the final distribution of Finder Fees are paid to Consultant hereunder. The Agreement shall become effective upon signing by all parties. This paragraph is subject to the provisions of Article 11. Termination. Fees are governed by Article 4A.
3. **Contact Registration and Affiliates.**
	1. If Representative determines that a Contact may be interested in a potential Transaction with Company, Representative may then submit the Contact to the Company for approval (“Registration”) by providing Company with the name of Contact and the desired date of Registration. Appendix A provides an acceptable form for such submission of a Contact for Registration. Representative may send Company the Contact Registration form by email, mail, or delivery service.
	2. Upon mutual agreement by the Representative and Company, the Company shall initial and date each Registered Contact submitted on Appendix A, it accepts for Registration, thereby registering and acknowledging the Contact to be a “Contact” with the date of Registration being the Representative’s desired date. Company may reject Registration of any Contact that it demonstrates it has a pre-existing relationship with. Initialed and dated form shall be sent back to Representative by email, mail, or delivery service.
	3. Company may, at any time, direct Representative to stop or temporarily halt introduction of Company to additional Contacts (i.e. the opportunity to potentially engage Company in a Transaction). Representative may still submit for Registration any Contacts Representative has introduced Company to prior to the receipt of Company’s direction to stop or temporarily halt new introductions.
4. **Fees, Terms of Payment, Expenses:** In consideration for Consultant’s Services hereunder, Company agrees to pay the Consultant Fees in connection with the funds raised hereunder by the Consultant, the Consultant shall be paid as follows:
	1. Investor Leads: Consultant will introduce Company to a select group of private equity sources of capital to fund equipment and working capital needs, including but not limited to accredited angel investors, family offices, private offices, Venture Capitalists (VC’s) and/or others on behalf of the Company (the “Contacts(s)”) and/or Contact’s Affiliates (which shall be listed hereto as Appendix A) and these leads results in a decision or decisions to invest or otherwise fund Company within two (2) years of the date the Contact was added to Appendix A, Consultant shall be entitled to receive as a compensation per the below schedule for each. Consultant may share success fee with others who assist the Consultant.

Total Amount Raised during two year period Consultant Hourly Success Rate

Hours spent with each Investor who invests $ USD/Hr.

* 1. Company agrees that said compensation to Representative shall be paid within fourteen (14) calendar days of actual receipt of the Transaction amount by the Company (or its shareholders, as applicable). If Company receives the Transaction amount in partial amounts over time, Company shall pay Representative the same proportion of the total amount owed to Representative as the proportion of the total that was actually received by the Company from the Contacts at each time, within fourteen (14) calendar days of receipt of the amount.
1. **Expenses.** The Company does not agree to fund any out of pocket expenses incurred by the Consultant in the process of structuring the financing
2. **Conflict of Interest.** The Consultant shall fully disclose his relationship with those parties presented as funding sources. Company shall also disclose any conflicts. If a conflict of interest is discovered, the Contact will be removed from Appendix A.
3. **Non-Circumvention**. Company hereby irrevocably: agrees, warrants and covenants; therefore, not to in any way whatsoever circumvent this agreement. The Company respects the confidential matter of this Agreement and agrees to maintain in the strictest confidence regarding the specific fee information, gross or net amounts of funding or Finder’s Fee(s) percentages, actual fees paid to the Consultant, names of the parties whose identities may have become known to one another, including escrow agents and attorneys, through either the tendering of documents or assembly of banking or government approvals. The parties agree to maintain strict confidentiality concerning the identities of the parties directly or indirectly involved in this transaction. The Company will not in any manner solicit, nor accept, any business in any manner from the sources, which sources were made available through the Agreement, for a period two (2) years after introduction to the sources, without the express written permission of the Consultant who made the source available. Nor shall either party disclose or otherwise reveal to any third party any confidential information provided by the Consultant, particularly concerning lenders, investors, sellers, codes, borrowers, buyers, and/or sellers names and related information including but not limited to funding programs and processes, addresses, telex, telephone numbers or any other means of access thereto, bank recommendations, references and/or such information advised to the other as being confidential or privileged without written consent of the Consultant.
4. **Confidentiality**
	1. **Definition.** “Confidential Information” means all contacts that Consultant introduces, data, software, customer lists, information, materials, trade secrets (technical, business or otherwise) and all other property that either party discloses to the other hereunder.
	2. **Restrictions.** During and for two (2) years after the termination of this Agreement, Consultant agrees not to disclose said “Confidential Information” in any way to anyone except entities contemplated herein, including without limitation Investor Leads, foundations, related government programs and agencies and their respective agents and/or third parties. During and for two (2) years after the termination of this Agreement, Company agrees not to disclose said “Confidential Information” in any way to anyone except entities contemplated herein, including without limitation its employees, foundation supporters, related government programs and agencies and their respective agents and/or third parties as necessary to support Consultant’s efforts hereunder. The obligation not to disclose includes the obligation not to use, allow use, make products or allow products to be made with respect to said “Confidential Information”. It shall be presumed that disclosures by Consultant and Company are “Confidential Information”. Said “Confidential Information” is to be used hereunder solely for the purpose of this Agreement.
	3. **Non-Restricted Information.** The restrictions set forth above shall not apply to information which is available to the general public or are in published form and/or information which may not be considered confidential by operation of law, or information which the parties agree in writing is not confidential and which may be disclosed or used.
	4. **Return.** Said “Confidential Information” disclosed shall be returned or destroyed within 10 business days upon request at any time during the term hereof or at any time following termination or expiration hereof.
5. **Severability and Waiver.** The invalidity of one part of this Agreement shall not render the remaining parts of this Agreement invalid. Waiver of breach of one provision of this Agreement shall not be deemed a waiver of any other provision or a subsequent breach
6. **Nature of Relationship.** The relation of the parties to each other shall be one of independent contractors. No joint venture, partnership, or other relationship, except of Consultant and Company, is contemplated by the parties pursuant to this Agreement.
7. **Termination/Amendment/Notice.** Either party may terminate this Agreement with 30 days’ notice, for termination of the Agreement. This Agreement may be amended only in writing. Notices shall be valid when sent to addresses indicated below via delivery service, or via email. Termination will not affect the Representative's right to receive the Compensation as detailed in this Agreement and Appendix A at the time of termination notice and both Parties’ confidentiality restrictions.
8. **Law.** This Agreement shall be interpreted under the laws of the State of Delaware, USA.
9. **Binding.** This Agreement shall be binding on and/or inure to the benefit of the Parties.
10. **Hold Harmless**. Mutual Indemnification whereas the Consultant agrees to indemnify and hold harmless the Company against all damages caused by the Consultant’s negligent performance of professional services under this agreement and the Company agrees to indemnify and hold harmless the Consultant against all damages caused by the Company's negligent acts. Neither the Client nor the Company shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.
11. **Disputes.** The parties shall first attempt to resolve any irresolvable disputes through voluntary non-binding mediation with a mediator agreed to by both parties. The fees of the mediator shall be borne by both parties as part of the dispute resolution process. After 10 hours of unsuccessful attempts to resolve said dispute(s) with said mediator, any dispute(s), controversy (ies) or claim(s) between the parties arising out of or relating to this Agreement shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association. This Agreement shall be enforceable and judgment upon any award by the arbitrators may be entered in any court having jurisdiction. Arbitration shall take place in Delaware or such other place as the parties may mutually agree.
12. **Entire Agreement.** This agreement constitutes the entire Agreement between the parties; there are no side agreements. All prior and contemporaneous representations not expressed in writing herein are hereby superseded.

**IN WITNESS WHEREOF**, the parties or their duly authorized representatives hereby affix their signatures.

1. Consultant: 2. Company:

 **Consultant \_\_\_\_\_\_\_\_\_\_\_\_\_ MNPHARM SBC**

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

Name Printed: Name Printed:

Title: Director Title: CEO

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

**Appendix A –Contact Registration Form**

**Per the Non-exclusive Consulting and Finder’s Fee agreement executed by (Consultant) and (“Company”) dated \_\_\_\_\_\_\_\_\_\_\_ once Company initials and dates a Contact, that Contact officially becomes registered as a Contact as described in 2B above (in the Agreement).**

**Note: this Appendix may be updated from time to time as additional “Contacts” are added. Such additional Contacts can be added to this appendix on existing or separate additional pages.**

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| **Contact Information** | **Registration Date** | **Company Initials and Date** |
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