

STANDARD CONSULTANT FINDER'S AGREEMENT

This STANDARD CONSULTANT AGREEMENT (this "Agreement") is made and entered into on _____, 20__ (the "Commencement Date") by and between and Hidden Harbor Capital Partners Holdings, LLC ("HHCP") and _____ (the "Consultant").

RECITALS:

WHEREAS, HHCP desires to enter into a business relationship with the Consultant for the purpose hereinafter stated, and the Consultant desires to enter into such relationship with HHCP in such capacity and on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. HHCP retains the Consultant to act as its intermediary in brokering and supporting HHCP in connection with the identification of, and introduction to, the businesses or entities set forth on Exhibit A attached hereto (each a "Qualified Business") that may desire to have HHCP enter into a transaction to acquire a majority of the equity interests, or all or substantially all of the assets, of such Qualified Business (each, a "Transaction"). HHCP shall be under no obligation to consummate any Transaction with any Qualified Business, and no fee or expenses of any kind will be payable by HHCP to the Consultant unless a Transaction closes and such payment by HHCP would not cause a violation of any applicable U.S. or state securities laws, rules or regulations. The Consultant is to act as an intermediary to locate a Qualified Business and to introduce those businesses or entities to HHCP, whereby HHCP (or any of its designees and/or appointed agents, advisors and representatives) shall conduct the related evaluation, diligence, and negotiation, and execute the consummation of any Transaction (in each case HHCP shall have the right determined in its sole and absolute discretion to pursue such activities and consummate any Transaction). The obligations of Consultant set forth in this Section 1 shall be referred to collectively as "Consultant's Duties".

2. If, during the term hereof or the period specified in Section 8, HHCP consummates a Transaction with a Qualified Business for which Consultant's Duties have been satisfied (as determined by HHCP in its sole and absolute discretion), and the representations and warranties, and covenants set forth in Section 9 are true and correct as of the date hereof and as of and through the date thereof, the Consultant shall be entitled to a finder's fee equal to:

- (a) 5% of the first million dollars of Transaction Value (as defined below), plus,
- (b) 4% of the second million dollars of Transaction Value, plus,
- (c) 3% of the third million dollars of Transaction Value, plus,
- (d) 2% of the fourth million dollars of Transaction Value, plus,
- (e) 1.5% of the remaining Transaction Value (cumulatively, the "Consultant's Fee").

For purposes of this Agreement, "Transaction Value" shall mean, for any

Transaction, the aggregate purchase price actually paid by HHCP and its designees, affiliates, and/or co-investors to (or on behalf of) a Qualified Business or its equity holders for such equity or assets in any combination of cash, debt, equity, or other property, including deferred or contingent payments; provided, however, that (i) if the Transaction Value includes any contingent consideration (including, but not limited to, any earn outs, seller notes, and escrows), HHCP shall pay the Consultant such portion of the Consultant's Fee attributed to such contingent Transaction Value if and when such contingent consideration is actually paid to (or on behalf of) a Qualified Business or its equity holders and (ii) Transaction Value shall exclude any non-compete payments, any employment compensation, any incentive equity or compensation, any consulting fees, any assumed assets and liabilities included in net working capital, or any other similar payments, compensation or fees, or non-standard components of Transaction Value. All fees are to be paid in US funds by bank draft or wire transfer promptly after the closing of the Transaction. The Consultant shall be responsible for paying any and all taxes on any monies received relating to, or in connection with, the terms of this Agreement.

3. No business or entity shall be a Qualified Business if (a) HHCP or any of its affiliates is already pursuing or has previously reviewed the Qualified Business independent of its relationship with the Consultant, (b) HHCP or any of its affiliates is subject to a finder's fee obligation (not with the Consultant) with respect to the Qualified Business, (c) HHCP or any of its affiliates holds an equity interest in, or is a creditor of, the Qualified Business, (d) HHCP has had active discussions with a Qualified Business regarding a Transaction during the six (6) month period before an introduction with such Qualified Business was made by the Consultant or (e) after an introduction of a Qualified Business to HHCP by the Consultant pursuant to the terms and conditions hereunder, HHCP is introduced to such Qualified Business as a result of a broader sale process. Exhibit A attached hereto shall be amended in writing by the parties hereto to include or exclude a Qualified Business.

4. The Consultant represents that it has not made, and will not make, any agreements with any brokers or agents in regards to any broker's fees, finder's fees and similar amounts payable in respect of any Transaction. To the extent any other Party with whom Consultant is associated makes any claim for a buy-side broker's or finder's fee related to a Qualified Business or Transaction, the Consultant shall be solely responsible for such payment(s) and/or resolving such disagreement with said third party.

5. HHCP is not responsible for any out-of-pocket expenses incurred by the Consultant unless agreed to by HHCP in writing prior to the incurrence of such expenses. To the extent a Transaction is consummated, Consultant acknowledges HHCP will be obligated to pay the Consultant's Fee pursuant hereto pursuant to, and in accordance with, the terms of this Agreement, and Consultant will not seek compensation from any related party of HHCP or from its affiliates (other than HHCP).

6. This Agreement shall be governed by and enforced and construed in accordance with the laws of the State of Florida without giving effect to any conflicts of laws principles. Any disputes arising hereunder shall be settled through an arbitration proceeding in the State of Florida, County of Palm Beach, City of Boca Raton in accordance with the rules of the American Arbitration Association, and no Party hereto shall be entitled to special, punitive, exemplary or consequential

damages as a result of any breach of this Agreement.

7. HHCP agrees to fully indemnify the Consultant from any legal actions against the Consultant by any Qualified Business that are the result of written information provided by HHCP or the performance of HHCP, except for instances of fraud or bad faith by the Consultant or where the Consultant was grossly negligent engaged in willful misconduct, or violates any applicable law, rule or regulation. In addition, the Consultant shall indemnify HHCP and hold HHCP harmless from and against any and all losses, damages, liabilities, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) HHCP suffers or incurs as a result of the Consultant's failure to be qualified and/or licensed in any respect under any applicable law in order to perform the services contemplated hereby or to receive any fee or payment hereunder.

8. The relationship of the Consultant to HHCP is that of an independent contractor, and shall not under any circumstances be construed to constitute the Consultant as a partner, joint venturer, employee or agent of HHCP. The Consultant shall have no authority whatsoever to commit or bind HHCP in any manner whatsoever. This Agreement shall continue for a period of twelve (12) months from the Commencement Date. Upon expiration of the twelve (12) month period, this Agreement shall continue to renew on a month to month basis until terminated. This Agreement may be terminated at any time by the Consultant or by HHCP with fifteen (15) days prior written notice to the other party hereto. Termination of this Agreement does not relieve HHCP of its obligation to pay the Consultant's Fee if and only if a Transaction with a Qualified Business is consummated by HHCP within twelve (12) months of the Consultant's initial introduction of such Qualified Business to HHCP.

9. The Consultant represents, warrants and covenants as follows:

(a) The Consultant is either (i) a registered (A) with the U.S. Securities and Exchange Commission (the "SEC") as a "broker" or "dealer," as such terms are defined in the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder and is a member in good standing of the Financial Industry Regulatory Authority, Inc. and (B) as a "broker," "dealer" or "broker-dealer" under the laws of any applicable U.S. state or (ii) does not, and in connection with this Agreement will not, engage, in any activities that would require it to register (A) as a "broker," "dealer" or "broker-dealer" under the laws of any U.S. state and (B) is exempt from registration as a broker or dealer of the Securities Exchange Act of 1934, as amended under the "M&A Broker Exemption" set forth in Section 15(a)(13) of the Securities Exchange Act of 1934, as amended, attached hereto as Annex A for reference.

(b) Without limiting the generality of the foregoing, the Consultant represents that it will comply with all applicable laws in connection with the transactions contemplated by this Agreement, including but not limited to, Rule 506 promulgated by the SEC under the Securities Act, as well as other applicable provisions of Regulation D promulgated under the Securities Act ("Regulation D"), or other applicable exemptions specified by HHCP. In addition, the Consultant will not engage in any form of "general solicitation or advertising," within the meaning of Regulation D, in performing its duties pursuant to this Agreement.

(c) The Consultant acknowledges that the foregoing representations in this Section 9 are specifically bargained for inducements by HHCP to enter into this Agreement.

(d) The Consultant acknowledges that notwithstanding any other provision in this Agreement, no Consultant's Fee shall be due hereunder unless all of the representations and warranties in this Section 9 are true and correct in all respects.

(e) The Consultant agrees to provide the services contemplated by this Agreement in compliance in all material respects with all applicable laws, regulations and contractual and other obligations applicable to the Consultant. Without limiting the generality of the foregoing, the Consultant agrees that neither the Consultant nor anyone acting on its behalf (i) has violated or will violate applicable anti-bribery, anti-corruption or anti-money laundering laws, or (ii) is subject to (or doing business with or in any country subject to) any U.S. sanction imposed by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

(f) The Consultant is aware that the U.S. federal securities laws and other applicable securities laws place certain restrictions on any person or entity who has received "material non-public information" (or any corresponding comparable or similar class or category of information) regarding any company ("MNPI") with respect to purchasing or selling securities of such company or from communicating such information to any other person and that information of which the Consultant becomes aware in connection with performing services hereunder may include MNPI. The Consultant agrees that it will comply with such U.S. federal securities laws and other applicable securities laws as they relate to the use of MNPI. The Consultant acknowledges and agrees that HHCP (i) is not seeking, and strictly prohibits the communication, directly or indirectly, of any information that may be deemed to be MNPI and (ii) maintains policies that require its personnel to report the receipt of MNPI to HHCP's compliance personnel and such receipt of MNPI may be reported to the SEC and/or such other regulatory authority or agency with jurisdiction over the Consultant. If the Consultant believes that it may have communicated any MNPI in connection with its services hereunder, the Consultant shall promptly notify HHCP.

10. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof and may not be amended or modified except by a written agreement executed by the parties hereto. There are no third party beneficiaries to this Agreement. This Agreement shall supersede all previous agreements executed between HHCP and the Consultant, and any other oral agreements or other arrangements, relating to the subject matter herein.

[signature page follows]

IN WITNESS WHEREOF, HHCP and the Consultant have executed this Agreement as of the day and year first above written.

HIDDEN HARBOR CAPITAL PARTNERS, LLC

By:
Name:
Title:

All signors that make up, collectively, the Consultant:

By:
Name:
Title:

By:
Name:
Title:

Annex A

Section 15(a) (13) Registration exemption for merger and acquisition brokers.—

(A) In general.— Except as provided in subparagraph (B), an M&A broker shall be exempt from registration under this section.

(B) Excluded activities.—An M&A broker is not exempt from registration under this paragraph if such broker does any of the following:

(i) Directly or indirectly, in connection with the transfer of ownership of an eligible privately held company, receives, holds, transmits, or has custody of the funds or securities to be exchanged by the parties to the transaction.

(ii) Engages on behalf of an issuer in a public offering of any class of securities that is registered, or is required to be registered, with the Commission under section 781 of this title or with respect to which the issuer files, or is required to file, periodic information, documents, and reports under subsection (d).

(iii) Engages on behalf of any party in a transaction involving a shell company, other than a business combination related shell company.

(iv) Directly, or indirectly through any of its affiliates, provides financing related to the transfer of ownership of an eligible privately held company.

(v) Assists any party to obtain financing from an unaffiliated third party without—
(I) complying with all other applicable laws in connection with such assistance, including, if applicable, Regulation T (12 C.F.R. 220 et seq.); and
(II) disclosing any compensation in writing to the party.

(vi) Represents both the buyer and the seller in the same transaction without providing clear written disclosure as to the parties the broker represents and obtaining written consent from both parties to the joint representation.

(vii) Facilitates a transaction with a group of buyers formed with the assistance of the M&A broker to acquire the eligible privately held company.

(viii) Engages in a transaction involving the transfer of ownership of an eligible privately held company to a passive buyer or group of passive buyers.

(ix) Binds a party to a transfer of ownership of an eligible privately held company.

(C) Disqualification.—An M&A broker is not exempt from registration under this paragraph if such broker (and if and as applicable, including any officer, director, member, manager, partner, or employee of such broker)—

(i) has been barred from association with a broker or dealer by the Commission, any State, or any self-regulatory organization; or

(ii) is suspended from association with a broker or dealer.

(D) Rule of construction.—Nothing in this paragraph shall be construed to limit any other authority of the Commission to exempt any person, or any class of persons, from any provision of this chapter, or from any provision of any rule or regulation thereunder.

(E) Definitions.—In this paragraph:

(i) Business combination related shell company.—The term “business combination related shell company” means a shell company that is formed by an entity that is not a shell company—

(I) solely for the purpose of changing the corporate domicile of that entity solely within the United States; or

(II) solely for the purpose of completing a business combination transaction (as defined under section 230.165(f) of title 17, Code of Federal Regulations) among one or more entities other than the company itself, none of which is a shell company.

(ii) Control.—The term “control” means the power, directly or indirectly, to direct the management or policies of a company, whether through ownership of securities, by contract, or otherwise. There is a presumption of control if, upon completion of a transaction, the buyer or group of buyers—

(I) has the right to vote 25 percent or more of a class of voting securities or the power to sell or direct the sale of 25 percent or more of a class of voting securities; or

(II) in the case of a partnership or limited liability company, has the right to receive upon dissolution, or has contributed, 25 percent or more of the capital.

(iii) Eligible privately held company.—The term “eligible privately held company” means a privately held company that meets both of the following conditions:

(I) The company does not have any class of securities registered, or required to be registered, with the Commission under section 781 of this title or with respect to which the company files, or is required to file, periodic information, documents, and reports under subsection (d).

(II) In the fiscal year ending immediately before the fiscal year in which the services of the M&A broker are initially engaged with respect to the securities transaction, the company meets either or both of the following conditions (determined in accordance with the historical financial accounting records of the company):

(aa) The earnings of the company before interest, taxes, depreciation, and amortization are less than \$25,000,000.

(bb) The gross revenues of the company are less than \$250,000,000.

For purposes of this subclause, the Commission may by rule modify the dollar figures if the Commission determines that such a modification is necessary or appropriate in the public interest or for the protection of investors.

(iv) M&A broker.—The term “M&A broker” means a broker, and any person associated with a broker, engaged in the business of effecting securities transactions solely in connection with the transfer of ownership of an eligible privately held company, regardless of whether the broker acts on behalf of a seller or buyer, through the purchase, sale, exchange, issuance, repurchase, or redemption of, or a business combination involving, securities or assets of the eligible privately held company, if the broker reasonably believes that—

(I) upon consummation of the transaction, any person acquiring securities or assets of the eligible privately held company, acting alone or in concert—

(aa) will control the eligible privately held company or the business conducted with the assets of the eligible privately held company; and

(bb) directly or indirectly, will be active in the management of the eligible privately held company or the business conducted with the assets of the eligible privately held company, including without limitation, for example, by—

(AA) electing executive officers;

(BB) approving the annual budget;

(CC) serving as an executive or other executive manager; or

(DD) carrying out such other activities as the Commission may, by rule, determine to be in the public interest; and

(II) if any person is offered securities in exchange for securities or assets of the eligible privately held company, such person will, prior to becoming legally bound to consummate the transaction, receive or have reasonable access to the most recent fiscal year-end financial statements of the issuer of the securities as customarily prepared by the management of the issuer in the normal course of operations and, if the financial statements of the issuer are audited, reviewed, or compiled, any related statement by the independent accountant, a balance sheet dated not more than 120 days before the date of the offer, and information pertaining to the management, business, results of operations for the period covered by the foregoing financial statements, and material loss contingencies of the issuer.

(v) Shell company.—The term “shell company” means a company that at the time of a transaction with an eligible privately held company—

(I) has no or nominal operations; and

(II) has—

(aa) no or nominal assets;

(bb) assets consisting solely of cash and cash equivalents; or

(cc) assets consisting of any amount of cash and cash equivalents and nominal other assets.

(F) Inflation adjustment.—

(i) In general.—On the date that is 5 years after December 29, 2022, and every 5 years thereafter, each dollar amount in subparagraph (E)(iii)(II) shall be adjusted by—

(I) dividing the annual value of the Employment Cost Index For Wages and Salaries, Private Industry Workers (or any successor index), as published by the Bureau of Labor Statistics, for the calendar year preceding the calendar year in which the adjustment is being made by the annual value of such index (or successor) for the calendar year ending December 31, 2020; and

(II) multiplying such dollar amount by the quotient obtained under subclause (I).

(ii) Rounding.— Each dollar amount determined under clause (i) shall be rounded to the nearest multiple of \$100,000.

Exhibit A