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[Finder's Letterhead]

_____, 20

[Name & Address of Company Seeking Capital]

Dear _____:

This will confirm the terms of our mutual understanding and agreement ("Agreement") in connection with the efforts of ("Finder") to obtain financing for ("Company") as follows:

1. Appointment.

The Company hereby authorizes Finder, on a [nonexclusive or exclusive] basis, to identify investors, underwriters, joint venturers, lenders and/or guarantors (collectively "Investors") interested in providing Financing (as defined below) for the Company on terms acceptable to the Company and the Investors.

However, it is agreed that the Finder shall have no continuing role or part of the negotiations or relationship between any Investors that the Finder identifies to the Company (apart from any rights granted under section 2); and that Finder is not now, nor shall it ever be, an agent of the Company. Finder specifically warrants and represents that (s)he shall not represent (her)himself as an agent of the Company and agrees to indemnify the Company for any liability, fees (including attorney's fees), costs or expenses, or settlements which the Company incurs as a result of any representation to third-parties by the Finder.

It is understood that Finder is acting as a finder 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, or to negotiate the terms of Financing, or to hold any funds or securities in connection with Financing or to perform any act which would require Finder to become licensed as a securities or real estate broker or dealer.

2. Compensation.

If Financing is consummated within months after termination of this Agreement, then Finder shall be entitled to a cash fee as follows:

[e.g., 5% of the first \$1,000,000 of Financing;
4% of the next \$1,000,000 of Financing;
3% of the next \$1,000,000 of Financing;
2% of the next \$1,000,000 of Financing; and
1% of any amount in excess of \$4,000,000 of Financing].

"Financing", as used herein, shall mean all amounts furnished to or for the use of the Company with Investors directed or introduced by, or through the efforts of, Finder after the date of this Agreement, whether by investment in equity or debt securities of the Company, loans, loan commitments, guarantees of indebtedness, leasing, sale and leaseback, joint ventures or licensing.

[Optional: Additional Compensation.

Finder shall receive, [along with the cash fees set forth above], (duration in years) warrants to purchase equity interests in the Company equal to % of the amount of equity interests purchased by Investors and/or issuable to Investors upon conversion of convertible securities sold or issued to Investors or exercise of warrants issued to Investors. The purchase price and conditions of such equity interests shall