

FINDER'S FEE & NON-CIRCUMVENTION AGREEMENT

Date: [Insert Date]

Seller: [Seller Name / Company Name / Address]

Finder: PT Global Trading Corporation
17031 Crenshaw Blvd.
Torrance, CA 90504

1. Purpose

Finder will introduce potential buyer(s) or business counterparties ("Introduced Parties") to Seller for possible acquisition or other business opportunities.

2. Finder Role

Finder acts solely as an introducer and will not negotiate or participate in transactions. Finder is not acting as a broker, agent, or fiduciary.

3. Finder's Fee

Seller agrees to pay Finder a fee equal to **seven percent (7%) of the total transaction value.**

- The fee is payable upon closing of any transaction with an Introduced Party.
- If consideration is paid over time, the fee shall be paid **proportionately as payments are received.**
- "Transaction value" includes **all forms of consideration**, whether paid directly or indirectly, including but not limited to cash, equity, debt assumption, earnouts, consulting agreements, management fees, or any other economic benefit.

4. Protected Parties & Period

All Introduced Parties shall be protected for **twenty-four (24) months** from the date of introduction.

Notwithstanding the foregoing:

- If discussions or negotiations occur during such period, protection continues until **six (6) months after such discussions cease.**
- If any agreement (including any letter of intent, memorandum of understanding, or similar arrangement) is entered into during such period, protection continues **through closing.**
- If Seller and an Introduced Party engage in **any direct or indirect communication, exchange of information, meetings, or evaluation of a**

potential transaction during the 24-month period, then **any subsequent transaction** with such Introduced Party (or their affiliates) shall be subject to Finder's fee **without limitation as to time**.

- Seller shall **not** avoid the Finder's fee by **delaying, deferring, restructuring, or redirecting** a transaction beyond the protection period.
- Any re-engagement with an Introduced Party within **thirty-six (36) months** shall be presumed to arise from Finder's introduction unless clearly unrelated.

5. Non-Circumvention

Seller shall **not** directly or indirectly circumvent Finder to avoid payment of fees, including through affiliates, partners, intermediaries, or by restructuring, redirecting, or delaying a transaction.

Any transaction involving an Introduced Party that is completed in a manner intended to reduce or avoid Finder's fee shall be deemed a circumvention and remain subject to the full Finder's fee.

6. Future Transactions

Finder shall be entitled to fees on any additional or subsequent transactions between Seller and an Introduced Party (or their affiliates), including but not limited to:

- Add-on acquisitions
- Joint ventures
- Partnerships
- Investments
- Renewals or extensions

To the extent such transactions arise directly or indirectly from Finder's introduction.

This entitlement applies regardless of structure, timing, or form and **survives the initial transaction**.

7. Proof of Introduction

Introductions may be evidenced by email or written communication, which shall be sufficient to establish Finder's involvement.

8. Communication & Updates

Seller agrees to keep Finder reasonably informed of material developments and to notify Finder of:

- Execution of any letter of intent or agreement

- Closing of any transaction

Upon reasonable request, Seller shall provide sufficient information to verify the **occurrence and value** of any transaction involving an Introduced Party.

9. Dispute Resolution

The parties agree to attempt to resolve disputes through mediation first. If unresolved, disputes shall be resolved in the courts of California.

10. Governing Law

This Agreement shall be governed by the laws of California.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements.

Seller Signature: _____ **Date:** _____

Finder Signature: _____ **Date:** _____