

## AGREEMENT

THIS AGREEMENT, made and entered into as of this 11th day of November 2013, is by and between \_\_\_\_\_ ("COMPANY"), a Georgia limited liability company, and Finance Georgia Online, Inc. ("Finance Georgia"). In consideration of the premises and the mutual promises and covenants contained herein and subject specifically to the conditions hereof, and intending to be legally bound thereby, the parties agree as follows:

1. *Engagement.* COMPANY hereby engages Finance Georgia (and Finance Georgia accepts such engagement subject to the terms of this Agreement) as its exclusive advisor in connection with the Invest Georgia Exemption program (the "IG Exemption"). The basic terms of the engagement and Finance Georgia's services are set forth in Schedule A, which is attached hereto and incorporated herein ("Finance Georgia's Services").

2. *Obligations, Representations and Indemnity.* Finance Georgia shall use its best efforts to assist COMPANY in securing financing and/or investments ("Financing Transaction") under the Invest Georgia Exemption by providing the services described with custodian efforts, consistent with COMPANY's transaction is subject, among other conditions, and satisfactory to be entered into

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with any financier, lender, investor, or purchaser of securities. It is expressly understood that this engagement does not constitute any commitment, express or implied, on the part of Finance Georgia to provide, and does not ensure the successful placement of, any portion of the Financing. In addition, Finance Georgia may, at its own discretion, advise COMPANY of other revenue-producing opportunities, including facilitating communications between COMPANY and possible investors and funding sources. Such sources, opportunities, and potential business development partners and investors are herein called "Introductions". Finance Georgia expressly represents and warrants that Finance Georgia's Services provided under this Agreement comply in all respects with Georgia law and that they do not and will not include any services which require Finance Georgia's registration under the Securities Exchange Act of 1933 or 1934 or with FINRA, or with any other state or federal regulatory agency; nor will Finance Georgia's Services include any services that constitute the rendering of any legal opinions or performance of work that is in the ordinary purview of a Certified Public Accountant or Attorney. Finance Georgia hereby agrees to indemnify and hold COMPANY harmless from and against any claims, costs or damages arising in any way from Finance Georgia's Services and its representations herein.

COMPANY agrees that neither it, its equity holders or other affiliates, nor its management will initiate any discussions regarding a Transaction during the term of this Agreement that circumvents Finance Georgia. In the event that COMPANY, its equity holders or other affiliates, or its management receives any inquiry regarding a Transaction, Finance Georgia will be promptly informed of such inquiry so that it can evaluate such party and its interest in any Transaction and assist COMPANY in any resulting negotiations. If COMPANY consummates a Transaction that violates the

terms of the IG Exemption, COMPANY will be fully and solely responsible for all resulting legal and financial implications.

Finance Georgia may rely, without independent verification, on the accuracy and completeness of all information furnished by COMPANY or any other potential party to the Financing Transaction. COMPANY understands that Finance Georgia will not be responsible for independently verifying the accuracy of such information, and shall not be liable for any inaccuracies therein, nor shall Finance Georgia be responsible for any errors, omissions, or correctness of any financial forecasts or documents provided to investors by COMPANY.

Except as may be required by law or court process, any opinions or advice (whether written or oral) rendered by Finance Georgia under this Agreement are intended solely for the benefit and use of COMPANY, and may not be publically disclosed in any manner or made available to third parties without the prior written consent of Finance Georgia, which consent shall not be unreasonably withheld.

3. *Confidential Information.* "Confidential Information" means technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time the parties may disclose ; the parties may Confidential not to disclose such information without confidentiality without the written loses no obligation upon the parties with respect to any Confidential Information (a) that was possessed before receipt; (b) is or becomes a matter of public knowledge through no fault of receiving party; (c) is rightfully received from a third party not owing a duty of confidentiality; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the disclosing party; or (e) is independently developed. Notwithstanding the foregoing and without limitation, customer lists developed by COMPANY during the term of this Agreement shall remain the exclusive property of COMPANY following termination of this Agreement.

4. *Publicity.* Following the announcement of any Financing Transaction by COMPANY, Finance Georgia may, at its own expense, place announcements in multiple media outlets describing its services in connection therewith. COMPANY also acknowledges that the nature of the IG Exemption requires Finance Georgia to make public information regarding the Financing Transaction both before and after a Financing Transaction is made.
5. *Compensation.* In the event that at any time prior to the second (2<sup>nd</sup>) anniversary of the termination of this Agreement, COMPANY or any of its affiliates shall enter into any transaction (including, without limitation, any merger, consolidation, acquisition, financing, joint venture or other transaction) through any Introduction or Financing Transaction, Finance Georgia will be paid a six percent (6%) fee, payable at the Closing thereof, on the consideration or value actually received by COMPANY. "Introductions" qualifying for compensation hereunder must be disclosed by Finance Georgia in writing in advance and confirmed by COMPANY in writing prior to any release of COMPANY information to such introduced person. Furthermore, in order to qualify for compensation, Finance Georgia's fees must be disclosed to and approved

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in writing by any Introduction and COMPANY prior to the final Closing of any compensable transaction.

6. *Expenses.* Unless otherwise agreed in writing, the parties to this Agreement shall each pay their own expenses, including but not limited to attorneys, accountants, and other professional advisors, regardless of whether or not a transaction occurs.
7. *Other Engagements.* The parties acknowledge that the Finance Georgia may be providing services to parties other than COMPANY and agree that the provision of services to such parties shall not constitute a breach hereof or of any duty owed to COMPANY by virtue of this Agreement, except that Finance Georgia shall not provide services to or be compensated by any Introduction.
8. *Independent Contractors.* In providing services pursuant to this Agreement, the parties are and shall be independent contractors, and no party to this Agreement shall make any representations or statements indicating or suggesting that any joint venture, partnership, or other such relationship exists between any of the parties except as set forth herein.
9. *Term & Termination.* This Agreement shall commence as of the date first written above and shall continue for six (6) months thereafter unless extended or terminated by mutual agreement.

10. *General Provisions*

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- a. This Agreement is governed by the laws of the state of Georgia, without giving effect to conflicts of law principles. If any provision hereof is found invalid or unenforceable, that part shall be amended to achieve as nearly as possible the same effect as the original provision and the remainder of this agreement shall remain in full force and effect.
- b. Any dispute arising under or in any way related to this agreement shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in Atlanta, Georgia. The arbitration shall be binding on the parties and any court of competent jurisdiction may confirm the arbitration award.
- c. This Agreement constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates all prior and/or contemporaneous understandings and/or discussions between the parties, whether written or verbal, express or implied, relating in any way to the subject matter hereof. This Agreement may not be altered, amended, modified or otherwise changed in any way except by a written agreement, signed by both parties.
- d. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to be duly given when received by hand delivery, by facsimile (when confirmed by return facsimile) followed by first-class mail, by nationally recognized overnight courier service or by prepaid registered or certified mail, return receipt requested to the addresses set forth below:

*If to*  
**COMPANY:**  
Address:

*If to Finance Georgia:*  
Finance Georgia Online, Inc.  
500 Old Bremen Road, Suite 101  
Carrollton, GA 30117  
Attn: Chonchol Gupta

- e. This agreement may be executed in counterparts, each one of which shall constitute an original and all of which taken together shall constitute one document.
- f. In the event any Party hereto shall commence legal proceedings against the other to enforce the terms hereof, or to declare rights hereunder, as the result of a breach of any covenant or condition of this Agreement, the prevailing party in any such proceeding shall be entitled to recover from the other party its reasonable attorneys' fees, as may be

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IN WITNESS WHEREOF, the undersigned, acting by and in the presence of their duly authorized representatives as of the date first written above, to be executed by

Company:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Email: \_\_\_\_\_  
Date: \_\_\_\_\_

## SCHEDULE A

This Schedule A is attached to, and constitutes a material part of, that certain agreement dated October 28, 2013, addressed to \_\_\_\_\_ by Finance Georgia (the “Agreement”). Unless otherwise noted, all capitalized terms used herein shall have the meaning set forth in the Agreement.

As a material part of the consideration for the agreement of Finance Georgia to furnish its services under the Agreement, the Company agrees to indemnify and hold harmless Finance Georgia and its affiliates, and their respective past, present, and future directors, officers, shareholders, employees, agents, and controlling persons within the meaning of either Section 15 of the Securities Act of 1933, as amended (15 USC §77o), or Section 20 of the Securities Exchange Act of 1934, as amended (15 USC §78t)

(collectively, the “Indemnified Parties”), to the fullest extent lawful, from and against any and all losses, claims, damages, or liabilities (or actions in respect thereof), joint or several, arising out of or related to the Agreement, any actions taken or omitted to be taken by an Indemnified Party (including acts or omissions constituting ordinary negligence) in connection with the Agreement (including any proposed Transaction) or the Company’s obligation to reimburse the Indemnified Parties for any loss, claim, damage, or liability incurred by them in respect thereof. However, that the

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Company shall not be liable under the foregoing indemnity and reimbursement agreement for any loss, claim, damage, or liability that is finally judicially determined to have resulted primarily from the willful misconduct or gross negligence of any Indemnified Party.

The Indemnified Parties will give prompt written notice to the Company of any claim for which they seek indemnification hereunder, but the omission to so notify the Company will not relieve the Company from any liability that it may otherwise have hereunder except to the extent that the Company is damaged or prejudiced by such omission. The Company shall have the right to assume the defense of any action for which the Indemnified Parties seek indemnification hereunder, subject to the following provisions, with counsel reasonably satisfactory to the Indemnified Parties. After notice from the Company to the Indemnified Parties of its election to assume the defense thereof, and so long as the Company performs its obligations in accordance with such election, the Company will not be liable to the Indemnified Parties for any legal or other expenses subsequently incurred by the Indemnified Parties in connection with the defense thereof other than reasonable costs of investigation. The Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof at their own expense.

If for any reason the foregoing indemnification is unavailable to any Indemnified Party or is insufficient to hold it harmless, the Company shall contribute to the amount paid or

payable by the Indemnified Party as a result of such losses, claims, damages, liabilities, or expenses in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) by the Company, on the one hand, and Finance Georgia on the other hand, in connection with the actual or potential Transaction and the services rendered by Finance Georgia. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or otherwise, then the Company shall contribute to such amount paid or payable by any Indemnified Party in such proportion as is appropriate to reflect not only such relative benefits, but also the relative fault of the Company, on the one hand, and Finance Georgia, on the other hand, in connection therewith, as well as any other relevant equitable considerations.

Notwithstanding the foregoing, the aggregate contribution of all Indemnified Parties to any such losses, claims, damages, liabilities, and expenses shall not exceed the amount of fees actually received by Finance Georgia under the Agreement.

The Company shall not effect any settlement or release from liability in connection with any matter for which an Indemnified Party would be entitled to indemnification from the Company, unless such settlement or release contains a release of the Indemnified Parties reasonably satisfactory in form and substance to Finance Georgia and does not include any admission of fault by the Company. The Company shall not be required to make any payment or settlement or release or payable by such party in the event of a settlement or release made by the Company's prior written consent.

The Company further agrees that neither Finance Georgia nor any other Indemnified Party shall have any liability, regardless of the legal theory advanced, to the Company or any other person or entity (including the Company's equity holders and creditors) related to or arising out of Finance Georgia's engagement, except for any liability for losses, claims, damages, liabilities, or expenses incurred by the Company that are finally judicially determined to have resulted primarily from the willful misconduct or gross negligence of any Indemnified Party.

Each Indemnified Person shall make reasonable efforts to mitigate its losses and liabilities. The indemnity, reimbursement, contribution, and other obligations and agreements of the Company set forth herein shall apply to any modifications of the Agreement, shall be in addition to any liability that the Company may otherwise have, and shall be binding on and inure to the benefit of any successors, assigns, heirs, and personal representatives of the Company and each Indemnified Party. The foregoing provisions shall survive the consummation of any Transaction and any termination of the relationship established by the Agreement.

Before entering into any agreement or arrangement with respect to, or effecting, any merger, statutory exchange or other business combination or proposed sale or exchange, dividend or other distribution, or liquidation of all or a significant portion of its assets in one or a series of transactions or any significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for

the assumption of the obligations of the Company set forth herein, the Company will notify Finance Georgia and, if requested by Finance Georgia, shall arrange in connection therewith alternative means of providing for the obligations of the Company set forth herein on terms and conditions satisfactory to Finance Georgia.

To the extent that officers or employees of Finance Georgia appear as witnesses, are deposed, or otherwise are involved in or assist with any action, hearing, or proceeding related to or arising from any transaction or proposed transaction contemplated by this Agreement or Finance Georgia's engagement hereunder, or in a situation where such appearance, involvement, or assistance results from Finance Georgia's engagement hereunder, the Company will pay Finance Georgia, in addition to the fees set forth above, Finance Georgia's reasonable and customary per diem charges. In addition, if any Indemnified Person appears as a witness, is deposed, or otherwise is involved in any action relating to or arising from any transaction or proposed transaction contemplated by this Agreement or Finance Georgia's engagement hereunder, or in a situation where such appearance, involvement, or assistance results from Finance Georgia's engagement hereunder, the Company will pay Finance Georgia, in addition to the fees set forth above, Finance Georgia's reasonable and customary per diem charges. In addition, if any Indemnified Person appears as a witness, is deposed, or otherwise is involved in any action relating to or arising from any transaction or proposed transaction contemplated by this Agreement or Finance Georgia's engagement hereunder, or in a situation where such appearance, involvement, or assistance results from Finance Georgia's engagement hereunder, the Company will pay Finance Georgia, in addition to the fees set forth above, Finance Georgia's reasonable and customary per diem charges.

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