

## FINDER & REFERRAL AGREEMENT (“Agreement”)

This Finder & Referral Agreement (the “Agreement”) is effective as of \_\_\_\_\_ by and between Alford and Adams Consulting LLC (“Company”), which maintains a principal place of business at 5900 Balcones Dr. Ste 100 Austin TX 78731 and \_\_\_\_\_, (“Referrer”), which maintains a principal place of business at \_\_\_\_\_, each a (“Party” and collectively the “Parties”).

### RECITALS

WHEREAS, the primary business of Company is to provide cyber security services (hereinafter collectively referred to as “Cyber Services”) to commercial and non-commercial entities;

WHEREAS, Finder desires to refer certain potential Customers (“Customer(s) or “Referrals”) to the Company; and

WHEREAS, as an inducement for such Referrals, Company desires to pay the Referrer a fee as defined herein;

### AGREEMENT

NOW THEREFORE, in consideration of the above recitals, the terms of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Referrer and Company hereby agree as follows:

#### Definitions

"Customer" means an entity which signs an agreement for Cyber Services with Company.

"Finder" means the Referrer who identifies a potential Customer and provides a personal introduction to a decision maker with purchase authority at the potential Customer to Company.

"Finder Fee" means a percentage of the collected Income over a specified duration as defined in Schedule A.

“Income” means the fees a Party collects upon full satisfaction of any invoice paid by a Customer.

1. **Finder of Customer(s):** From time to time Finder works with various entities for the purpose of assisting said entities in obtaining Cyber Services. Finder may refer certain entities to Company for additional Cyber Services. Finder initiates a referral of a potential Customer to Company through means mutually agreed upon. Company will then perform its own due diligence of the opportunity at the potential Customer. As an inducement for Finder to refer Customer(s) to Company, Company is willing to pay a Finder Fee to Finder pursuant to the terms and conditions of Agreement. Unless Company accepts, approves and receives Income from a referred Customer, no Finder Fee is due.
2. **Finder Fee:** Regarding any Customer(s) referred to Company by Finder, whereby Company receives Income from said Customer within six (6) months of initial receipt of such referral, Company agrees to pay Finder the Finder Fee. If referred Customer does not generate Income within six (6) months for any reason whatsoever, Company will not have any obligation to Finder for said potential Customer regardless of whether such entity becomes a Customer in the future. Company will pay to Finder a Finder Fee on all Income generated by the Customer(s) according to Schedule A. In the event that the Customer should terminate their contract with Company for any reason during this Agreement, Company will have no further payment obligations to Finder for that Customer. Finder Fees are paid net 30 days after the last day of the month in which the Income was collected.
3. **Rejection:** Company has fifteen (15) days (the "Exclusive Period") to express an interest in any Referral. During this period, Finder will not refer the prospective Customer to any other service Referrer. If Company rejects said Referral or does not affirmatively accept the referral during the Exclusive Period, the referral shall be deemed rejected and Finder may refer said rejected Referral(s) to any other service Referrer.
4. **Termination:** This Agreement may be terminated by either party at any time by the terminating party sending written notice to the non-terminating party at the address indicated in section 13 Notice. Such termination shall not interfere with the payment by Company to Finder for any Finder Fees owed at the time of termination.
5. **Assignment:** Neither Company nor Finder may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other, except that either Company or Finder may assign any of its rights or delegate any of its obligations under this Agreement to any of its affiliates without such consent, provided however, that notice of such assignment is given to the other party as soon as practical. Any purported assignment without written consent of the other party, except as permitted in the preceding sentence, shall be void and of no effect. Subject to the limitations herein, this Agreement will apply to, be binding in all respects upon and inure to the sole benefit of the successors and permitted assigns of Company and Finder.

6. Expenses: Company shall not be liable to Finder for any expenses incurred by Finder in connection with this Agreement or in any way associated with Finder's relationship and/or interaction with Customer(s). Finder acknowledges and agrees Finder is solely responsible for compensating any Finder employee, agent or contractor ("Finder Staff") who may submit prospective Customers to Company.
7. No Authority to Bind: Finder shall have no authority to bind Company to any third party for any purpose whatsoever.
8. Non-Exclusive & Contractor Status: Finders relationship to Company shall be that of an independent contractor. It is agreed that Finder is not an employee or agent of Company, and that the execution of this Agreement does not constitute a joint venture, partnership, or other type of business relationship. Finder acknowledges that its sole compensation for the services described herein will be the payment of fees described in Schedule A, and Finder agrees it is not entitled to any other compensation for services, including salary, bonuses or benefits that Company may provide its employees. It is further understood that Finder will not be entitled to any benefits under any Company retirement, group insurance or medical plans or any other employee benefits. This Agreement shall be non-exclusive, and Company and Finder may contract with other persons, firms or corporations, consistent with the obligations of this Agreement.
9. Agent. Neither Party is appointed as the other party's agent for any purpose whatsoever hereunder. Neither party will hold itself out as the agent of the other or otherwise purport to bind the other party to any third-party obligations without that other party's express prior consent.
10. Nondisclosure of Confidential Information. "Confidential Information" means any and all information and material disclosed by the disclosing party ("Discloser") to the receiving party ("Recipient") or obtained by Recipient through inspection or observation (whether in writing, or in oral, graphic, electronic or any other form) that is marked as (or provided under circumstances reasonably indicating it is) confidential or proprietary, or if disclosed orally or in other intangible form or in any form that is not so marked, that is identified as confidential at the time of such disclosure, or would be reasonably understood based on the nature and character of the information and circumstances to be Confidential Information. Confidential Information, includes, without limitation, (a) any trade secret, know-how, idea, invention, equipment, patent, patent application, mask works, process, technique, algorithm, program, software (whether in source code or object code form), hardware, device, design, schematic, sample, media, work of authorship, drawing, formula, data, strategy and forecast of Discloser and its employees, partners, investors, affiliates, licensors, suppliers, vendors, customers, clients and other persons and entities, and (b) technical, engineering, research, development, design, manufacturing, product, marketing, servicing, financial, personnel and other information and materials of, Discloser and its employees, partners, investors, affiliates, licensors, suppliers, vendors, customers, clients and other persons and entities.

Non-Disclosure and Limited Use. Recipient shall hold all of the Discloser's Confidential Information in strict confidence and shall not disclose any of the Discloser's Confidential Information (a) to any employees or other persons within its organization who do not have a need to know in connection with the Service or (b) to any third party unless such person has a need to know in connection with the Permitted Services and is bound by contractual or fiduciary duties regarding disclosure and use of such information that are comparable to and no less restrictive than those set forth herein. Recipient shall cause its employees and agents ("Representatives") to comply with the terms of this Agreement, and Recipient shall be responsible for any breach of this Agreement by any of its Representatives. Recipient shall not use the Discloser's Confidential Information for the benefit of itself or any third party or for any purpose other than the Service. Recipient shall take the same degree of care that it uses to protect its own confidential and proprietary information and materials of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Discloser's Confidential Information. Recipient shall not make any copies of the Discloser's Confidential Information except to the extent reasonably necessary to carry out the Service, or unless otherwise approved in writing in advance by Discloser. Any such copies made shall be identified as the property of Discloser and marked "confidential," "proprietary" or with a similar legend. Recipient shall not decompile, disassemble or otherwise reverse engineer (except to the extent expressly permitted by applicable law, notwithstanding a contractual obligation to the contrary) any Confidential Information or any portion thereof, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in any Confidential Information or any portion thereof.

The obligations of this Section 10 with respect to any item of Confidential Information or with respect to any discussions or agreements between the parties shall survive and continue for one (1) year from the date of Recipient's receipt of such Confidential Information

Exceptions. Notwithstanding the above, Recipient shall not have liability to the Discloser or any of its subsidiaries with regard to any Confidential Information of the Discloser which Recipient can demonstrate:

is disclosed with the prior written approval of the Discloser;

is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Recipient shall provide prompt notice of such court order or requirement to the Discloser to enable the Discloser or its appropriate subsidiary to seek a protective order or otherwise prevent or restrict such disclosure; is independently developed by Discloser without access to Recipient Confidential Information.

11. Miscellaneous: This Agreement contains the entire Agreement between the parties, supersedes any prior agreements, negotiations and other dealings, and may not be modified or amended except by a written instrument signed by both Company and Finder. This Agreement may be executed in counterparts, each of which, once so executed, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Each Party agrees to act in accordance with laws, rules and regulations directly applicable to itself and acknowledges that each Party is solely responsible for determining whether an act is compliant with such laws. Each Party agrees it has the right and authority to enter into this Agreement.
12. Disputes and Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Texas without regard to its principles of conflicts of laws. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate or other “arbitrability” issues, shall be determined by arbitration to be conducted in Collin County, Texas before one arbitrator, who shall have expertise in commercial services agreements. The Parties agree to, and waive any objection to, jurisdiction and venue in Collin County, Texas for purposes of the arbitration proceeding. The arbitration shall be administered by JAMS pursuant Streamlined Arbitration Rules and Procedure, or if Streamlined Rules are not applicable under the Comprehensive Arbitration Rules and Procedures in accordance with the Expedited Procedures in those Rules. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Award may be confirmed, and judgment on the Award may be entered, in any court having jurisdiction. The losing party shall pay to the prevailing party any and all legal expenses and reasonable attorneys' fees incurred by the prevailing party in enforcing this Agreement. **THE PARTIES SPECIFICALLY AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL OR TRIAL BEFORE A COURT.**
13. Notices: Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered, sent via email (with email confirmation), sent by a recognized over-night delivery service or sent by United States certified mail, return receipt requested, to the address of the Party as set forth below, or to such other address as either Party shall notify the other in the manner set forth above.

If to Alford and Adams Consulting LLC  
 5900 Balcones Dr. Ste 100  
 Austin TX 78731

If to Referrer

Attn: CEO

Attn:

Email:

Email:

IN WITNESS THEREOF, each party to this Agreement has caused it to be executed on the dates indicated below.

**Alford and Adams Consulting LLC**

**Referrer/Finder:**

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By: James Allan Alford  
 Title: Managing Member

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By:  
 Title:

## Schedule A

### Finder Fee

5% of the first 12 months of Income received for any Referrals by Referrer that result in an agreement for Cyber Services with Company.