

# MidBridge Scout Agreement

This Scout Agreement (the “Agreement”), dated \_\_\_\_\_ (the “Effective Date”) is made and entered into by and between \_\_\_\_\_, with offices at \_\_\_\_\_ (“Scout”), and MidBridge Capital Ltd. with an address at 10th Floor -888 3rd Street SW Bankers Hall West Tower Calgary Alberta T2P 5C5 (“MidBridge”). For good and valuable consideration, the receipt of which is hereby acknowledged, MidBridge and Provider agree as follows:

1. **Referrals.** During the term of this Agreement, Scout will endeavor to refer opportunities to MidBridge (“Referred Opportunities”). This Agreement does not obligate Scout to make any particular number of referrals, and does not obligate MidBridge to accept any particular number of Referred Opportunities.
2. **Scout Fees.** Should MidBridge, or its portfolio businesses, elect to do business with the Referred Opportunities, MidBridge will pay to Scout a fee as outlined in Appendix A (“Scout Fees”).
3. **Relationship of the Parties.** This Agreement will not be interpreted or construed as creating or evidencing any association, joint venture, or partnership between the parties or as imposing any partnership obligation or liability upon any party.
4. **Term and Termination.** This Agreement is effective as of the Effective Date set forth above and will remain in effect for twelve (12) months or until terminated by either party providing the other with no less than thirty (30) days advance-written notice. Section 5 will survive the termination of this Agreement.
5. **Miscellaneous.**
  - 5.1. **Notices.** Any notice or other communication under this Agreement given by either party to the other party will be in writing (including by email) and be valid upon actual receipt.
  - 5.2. **Governing Law; Jurisdiction.** This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of Alberta, Canada without reference to its choice-of-law rules. Each party consents to the exclusive jurisdiction of the courts located in Alberta, Canada, and waives any arguments concerning venue and the convenience of the forum.

5.3. **Attorney's Fees & Costs.** The prevailing party in any action to enforce or interpret this Agreement shall be entitled to all costs and fees recoverable pursuant to applicable law and to its reasonable attorney's fees and costs of suit.

5.4. **Entire Agreement.** This Agreement constitutes the entire agreement, and supersedes any and all prior agreements, between Scout and MidBridge related to the subject matter hereof. No amendment, modification, or waiver of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by both parties.

5.5. **Counterparts.** This Agreement may be executed electronically and in counterparts.

5.6. **Severability.** Should any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall be modified to the minimum extent necessary to render it enforceable, or, if incapable of such modification, shall be severed herefrom and the remainder of this Agreement shall be enforced.

IN WITNESS WHEREOF, the parties have executed this Agreement and make it effective as of the Effective Date. MidBridge Capital Ltd.

MidBridge Capital Ltd. "MidBridge"

(Company Name - if applicable)

\_\_\_\_\_

\_\_\_\_\_

(Signature)

(Signature)

\_\_\_\_\_

\_\_\_\_\_

(Print Name)

(Print Name)

\_\_\_\_\_

\_\_\_\_\_

(Title)

(Title)

## Appendix A - Scout Fees & Acquisition Targets

### **Scout Fee Breakdown**

- Scout entitled to an amount equal one percent (1%) of the upfront invested capital for successful Referred Opportunities of acquisition targets that turn into closed deals.
- Minimum payment is twenty five thousand canadian dollars (\$25,000 CDN).
- Maximum payment is two hundred thousand canadian dollars (\$200,000 CDN).

### **Acquisition Targets**

- MidBridge is seeking to buy businesses from owners preparing for retirement.
- Scout must introduce us directly to the owner, or key decision maker of the Referred Opportunity.
- Referred Opportunity must be a company which we have not spoken to before.
- Scout Fees for closed deals will be paid within thirty (30) days of MidBridge's successful close of the Referred Opportunities. Scout will be notified via email when the deal closes.