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Finders fee contract template

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Finder's business transaction will consist of referenciting discovery to a client's phone number, email, office, office hours, or website. Finder will also forward the public information of the inse ascertainment to the Client. All private information must be provided by the surveyor before it is passed on to the client. If finder does not find the detection within the above time period, then the Client owes the Finder no compensation. If finder finds a survey within the above time period, the client owes finder {flat fee/customer commission percentage/percentage of purchase price}. Additional Terms: {Condition} {Condition} {Condition} {Condition} As proof of their acceptance of the terms of this Agreement, the parties attach their signatures below: ___podpis & date Address _____ City, State, ZIP _____ Finder, Signature & Date Address _____ City, State, ZIP _____ Formatted and ready for use with Microsoft Word, Google documents, or any other text processor that can open . doc file format. Index of printable examples of disclaimers: Contracts PrintableContracts.com are not considered legal advice. All content is for informational purposes and Savetz Publishing is not entitled to accuracy, legality or appropriateness. The site owner is not responsible for any errors, omissions or damages of any kind. This Finder Fees Agreement (hereinafter referred to as the Finder Fee Agreement or this Agreement) with effect from the date of the last Party to sign this Finder Fees Agreement (hereinafter referred to as the Date of Effect) shall be entered and entered by: [AFFILIATE NAME], a company organized and existing under the laws of the State of [STATE], established at [ADDRESS] (hereinafter referred to as affiliate) and [COMPANY], by a company organized and existing in the State [STATE], registered address located at [ADDRESS] (the Company). RECITALS WHEREAS: A. THE COMPANY IS OPERATING A [DESCRIPTION OF THE BUSINESS]; a B. Both parties wish to enter into this Agreement and the Company will pay an Affiliate Fee (as described below) for each client of the Company listed by the Affiliate Company in accordance with the terms of this Agreement; Now, in view of the above, and the reciprocal agreements, agreements and promises set forth herein, the parties agree as follows: 1. ASSIGNMENT OF THE ARRANGEMENT Begins from the date of entry into force of this Agreement and continues to apply until the termination of this Agreement by any party by the other at least five (5) days prior to written notice, the affiliate may, from time to time and at its sole discretion, apply to the Company of certain clients (hereinafter referred to as the Clients). Subject to affiliate's compliance with the remaining provisions of this Agreement in any event and subject to the Company's agreement to such listed Clients, the Company agrees to indemnify the Affiliate in accordance with Section 2 below. PandaTip: The important thing is that the company must accept the client in order for the affiliate to be paid. What we mean by accepting the client described below. 2. REFERRAL FEE Affiliate understands that the Company's clients pay the Company in accordance with the contracts entered into by the Company and such clients. In return for the aforementioned Client, the Affiliate is entitled to [NUMBER] percent of the original value of the contract, which will be paid to the Affiliate within [NUMBER] days from the performance of the original contract by the company and the company's clients, if any, signed after the affiliates have transferred. The Company has the right at any time to set off any amounts that the affiliate company now or later pays against amounts that are then or may then become payable to affiliates under this Agreement. PandaTip: Will you pay the affiliate based on the percentage value of the contract, or in some other way? Feel free to change the language above to suit your needs. 3. The above payment terms Clients are not considered accepted by the Company and the Company has no payment obligation under this Agreement unless and until the Company and those Clients sign the contract. 4. MISCELLANEOUS a. This Agreement shall be governed by, shall be governed by, and implemented in accordance with the laws of the [STATE] State and shall be subject to their rights, without prejudice to conflict of laws provisions. The justifications at the beginning of this Agreement are the treaties of the Parties and are an important part of this Agreement. This agreement has been prepared and finalised by both parties and their lawyers. B. The individuals whose signatures are listed below justify that they are duly authorised to sign this agreement on behalf of the company whose name is above their signature. Each party represents and warrants that it has read this and fully understand its provisions. Each party represents and warrants that they have discussed this agreement in their entirety with their respective lawyers and have been fully explained to them by such lawyers. This Agreement shall be confidential between the Parties and the existence of this Agreement shall not be disclosed by either Party to any third party (other than the accountants and/or lawyers of the Parties having a legitimate need to know and which are bound by similar non-disclosure obligations in connection with this Agreement), except to the extent required by law or other than otherwise. c. Those provisions of this Finder Fee Agreement that, by their nature, survive termination will survive any termination under this Agreement, including any obligation to make payment under the terms of this Agreement. d. This Finder Fees Agreement contains all agreement of the Parties on the subject matter of this Agreement and supersedes and cancels all prior negotiations, agreements or commitments of the Parties, whether orally or in writing. This Agreement may be implemented in the Contracting Parties and each of them shall constitute a single instrument. Copies of signatures shall be deemed to be originals. ACCEPTED AND AGREED: [COMPANY NAME] [AFFILIATE NAME] EXHIBIT 10.48 NON-EXCLUSIVE FINDER'S FEE AGREEMENT THIS NONEXCLUSIVE FINDER'S FEE AGREEMENT (Agreement) is by a between SCOLR Pharma, Inc., a Delaware Corporation (hereinafter referred to as the Company) and Nicholas Hall & Company, a partnership in the British Channel Islands (NHC) and is effective as of March 19, 2015. B. NHC is a marketing company specializing in the health and pharmaceutical industries. C. The Company wishes to maintain the NHC to introduce the company to pharmaceutical companies, distributors and/or retailers interested in using the company's own technology to develop OTC or prescription pharmaceutical or nutritional products (hereinafter referred to as business opportunity). D. THE NHC is willing to present the company to such potential partners under certain conditions. The company and the NHC therefore agreed as follows: Engagement. The Company hereby cooperates with the NHC and the NHC hereby agrees to act as finder in order to identify and implement and otherwise assist the Company in completing transactions (as defined below) with potential partners (hereinafter referred to as the Services). In conducting the services, the NHC made every effort to identify opportunities, facilitate introduction and communication with potential partners, assist in the preparation of relevant presentations, exchange information and arrange meetings between the Company and such potential partners. The NHC shall participate in meetings and negotiations to the extent necessary, performance of the Final Agreement (as defined below) between the Company and any such potential partner to the extent justified at the Company's request. 2. Some definitions. For the purposes of this Agreement, the following terms and conditions shall have the meaning: (a) and (a). Costs shall mean (a) the cost of raw materials, special tools, laboratory consumables and other costs to the extent incurred by the Company in the course of the company's required performance under the final agreement (b) the costs of external development or production services, transport, insurance and similar third party fees and expenses incurred by the Company in the course of the required performance by the Company under the final agreement; (c) refund allowances, discounts, provisions and promotional expenses payable by the Company in connection with transaction and (d) excise duty, sale, occupation or 1 similar taxes, fees, fees, assessments or penalties, regardless of the jurisdiction in which the same company is treated in connection with the Transaction. In the event that part of any Transaction requires the performance by the Company of development services, technology advisory services, preparatory work, feasibility studies or other similar services for which the Company receives fees for such services, all costs associated with the performance of such services shall be excluded from the calculation of costs under this Agreement to the same extent as the fees payable to the Company for such services shall be excluded from the calculation of net cash under this Agreement. B. The final contract means a binding written agreement between the Company and the Potential Partner setting out the final terms of the Transaction. A letter of intent, letter or similar document, whether or not any part of it may be binding, shall not constitute a final agreement for the purposes of this Agreement. c. Fee eligibility period means the period beginning on 27.d. Net cash means (a) cash actually received by the Company in connection with the Company's purchase price, royalties or similar payments to the Company for the ownership or use of the Company's proprietary technologies under the final agreement, but excluding cash actually received by the Company for the performance of development services, technology consulting services, formulations, feasibility studies or other similar services, even if carried out in connection with the final agreement , minus (b) Costs. E. Potential partner means pharmaceutical companies, retailers of distributors and other parties introduced by NHC companies during the period for the purpose of evaluating business opportunity. F. means a transaction or series of related transactions in respect of which the Company and a potential partner have entered into a final contract during the period of eligibility of a fee involving the license or sale of one or more proprietary technologies or assets of the Company to such Potential Partner for the purpose of a business opportunity. A final contract or series of related final agreements executed simultaneously in respect of which the company's technology is applied to several pharmaceutical indications constitutes, for the purposes of this Agreement, a single transaction for the purposes of this Agreement and a success fee shall be paid for each application of the company's technology. However, if, after the Company has entered into a final agreement with a potential partner, the Company enters into a second final agreement with the same potential partner, but relates to a product with a separate pharmaceutical indication, then the transactions specified in such final agreement do not constitute a Transaction for the purposes of this Agreement and 2 no success fee is payable in respect of it. , unless otherwise agreed in writing by the parties. Any agreement or part of any Transaction in respect of which the Company receives fees for the performance of development services, technology consulting services, formulations, feasibility studies or other similar services related to a business opportunity shall not constitute a Transaction. 3. Compensation — Fees. In return for the services, the company will pay the NHC the following fees: a. Storage fee. Monthly non-refundable cash retention fee of *** (so-called deposit fee). The first advance payment was made on 31 December 2004. Subsequent monthly advance payment shall be payable on the last day of each subsequent month until the expiry or earlier termination of this Agreement; provided, however, that if, before 27 February 2004, a company has not been subject to the provisions of this Directive, it shall take the necessary measures to All retention fee payments received by the NHC shall be credited to any success fee payable under this Agreement. i. If, during the fee eligibility period, the Company enters into a final contract for one or more Transactions, the Company shall pay the NHC an annual success fee of each such Transaction equal to the *** net cash received by the Company during each subsequent one-year period beginning on the date of such final agreement(s) (hereinafter referred to as the success fee). ii. Success fees for each transaction are payable to the NHC for five consecutive seasons; provided that the NHC's total compensation does not exceed *** during the period of this Agreement and the Company is not obliged to more than * in any one-year period in connection with the transaction. The Company may, at its sole discretion, pay the amounts of the success fee in excess of such an annual ceiling, but no such payment increases the overall ceiling ***. iii. Success fees for completed one-year periods shall be applied by the Company within 30 days of completion of the audit of the Company's financial statements for the fiscal year in which the one-year period ended, but in no case shall they be paid more than one hundred and fifty (150) days after the end of that fiscal year. Each payment of the success fee shall be accompanied by a statement setting out the basis for calculating the success fee to be paid under that fee for such one-year period, including a description of the costs and the calculation of the net cash. Some information on this page has been omitted and submitted to the Commission separately. Confidential treatment was requested in respect of the omitted parts. It is also the case that the commission is not in a state The Parties hereby expressly acknowledge and agree that the Company is not obliged to accept any transaction proposal and no success fee will be payable if the final contract does not apply during the period of eligibility of the fee. A. This Agreement shall begin on the date of its entry into force and continue until 27 February 2006. As used here and throughout this Agreement, the term term of this Agreement and the big word Expression shall include the initial period together with any extensions, if any, as provided for in this Agreement. B. Notwithstanding the above, this Agreement may be denounced: i. by any party, for any reason, by giving thirty (30) days written notice to the other party, ii. automatically upon the occurrence of any event of bankruptcy, insolvency or liquidation of any party, or iii. by the Company, unless the NHC corrects any material failure to perform the Services diligently within thirty (30) days of the Company's written notification indicating such failure and indicating its intention to terminate this Agreement under this Section 4(5). Effect of denunciation. Upon termination of this Agreement for any reason whatso we may not, the NHC has no further obligation to provide services. Any termination or expiration of this Agreement, except as provided herein, shall not affect the obligation of Company (i) to pay amounts due to NHC that were received or incurred before the date of such termination or expiration or that become payable during the period of eligibility of the fee or (ii) to reimburse NHC expenses in accordance with the provisions of this Agreement. Any obligation on the company to pay any success fee that the NHC receives during the eligibility period will survive the termination of the contract. All remedies available to the parties and the provisions of Sections 5, 6, 7 and 11 to 22 expiry of this Agreement. 6. Confidentiality / Disclosure. a. The NHC will treat the company's confidential information as confidential (as defined below) and will take measures equivalent to those it uses to protect its own most believable information (which must at least be appropriate security measures) to ensure the continued confidentiality of such information and to prevent its unauthorized access and disclosure. The NHC agrees to return to the Company, upon expiration or termination of this Agreement or earlier request, all confidential information obtained from the Company, except as may be required to be stored under applicable law. During the period of this Agreement and for a period of five (5) years thereafter, the NHC may not, without the prior written consent of 4 Companies, use or disclose any confidential information for any purpose other than as expressly stated in this Agreement to perform its obligations under this Agreement. Before disclosing confidential information to any employee, consultant, consultant or any other person, the NHC shall obtain assurance that such person is required in writing to comply with restrictions on confidentiality, non-disclosure and non-use that are substantially equivalent to those contained in this Agreement. Confidentiality obligations shall not apply to information which the NHC is obliged to disclose (i) at the request of any regulatory or administrative authority; (ii) on summons or other legal proceedings; or the NHC and the Company agree to keep the terms of this Agreement confidential, except for (i) disclosure at the request of any regulatory or administrative authority; (ii) upon summons or other legal proceedings(iii) by a potential partner after the Company has obtained approval from any such potential partner and after such potential partner has become obliged in writing to comply with confidentiality, non-publicisation and non-use restrictions that are substantially equivalent to those contained in this Agreement. B. Confidential information means all business secrets and other non-public proprietary information of any kind (including, without limitation, know-how, data, compilations, formulae, product specifications, financial models, patent disclosure, processes, projections, projections, protocols, experimentation and testing results, specifications, strategies and techniques) and all tangible and intangible embodiments of any kind (including, but not limited to limitation, apparatus, compositions, documents, drawings, machines, formulas, prototypes, patent applications, records and reports) that the company has written, oral or observed. Notwithstanding the above, except in the case of commercial confidentiality, confidential information shall not contain information that the NHC may demonstrate (i) as publicly known prior to the disclosure of such information by the NHC, (ii) have publicly known, through no fault of the NHC, upon disclosure of such information by the NHC, (iii) received by the NHC at any time from a source other than the Company, entitled to possess and have the right to disclose such information, or (iv) which was otherwise known to the NHC as evidenced by its own written records prior to disclosure of this information by the NHC. 7. Securities trading. The NHC recognizes that the company is an American public company with its shares traded in an over-the-counter market. As an independent contractor to the company, the NHC recognizes that it may have access to certain materials of the company's non-public information that, if used in connection with any transaction in the

Company's securities, could constitute a violation of U.S. securities laws. As such, the NHC agrees that it does not directly or indirectly consent to any joint venture transactions during the term of this Agreement and for a period of eighteen (18) months there post. The NHC agrees that they have made reasonable efforts to prevent its officials, directors and employees from accessing information about 5 companies from trading directly or indirectly with the company's securities or encouraging or forcing others to do so. 8. Return of property. Whenever the Company so requests, the NHC shall immediately return to the Company all assets, including, without limitation, all documents, records, documents, summaries, samples and the like of each type and all copies thereof provided by the NHC or its employees, agents or agents, whether or not such property contains confidential information to the Company, and the NHC shall destroy all materials, including, without limitation, all documents, records, documents, summaries, samples and the like of all kinds (electronic or otherwise) and all copies thereof, made by the NHC or its employees, agents or agents on the basis of confidential information of the Company, except for one copy which the NHC may retain solely for the purpose of determining its continuing duties under this Agreement. 9. No broker. The company and the NHC acknowledge that the NHC acts only as a finder and not as a broker. 10. Exclusivity. Nothing in this Agreement shall be deemed to provide any form of exclusivity to the NHC and the Company shall be entitled to act independently or to retain the services of others for the purpose of providing the Services. 11. Expenditure. The NHC and the Company shall bear their own expenses in connection with this Agreement and its performance, except that the Company agrees that the NHC shall reimburse all pre-approved reasonable expenses out of pocket (including economy class travel costs) incurred in connection with the performance of services by the NHC. 12. Compensation. The NHC hereby indemnifies against the Company and any of its employees, agents, officers, directors and shareholders which is harmless to it and any obligations or obligations imposed or attempted upon by it on the basis of any act, representation, warranty, omission or position of the NHC or of any employee, supplier or representative of the NHC. Without limiting the generality of the foregoing, the NHC agrees to refund and indemnify the Company for its attorneys' fees and litigation costs in defending any claim of any other party arising out of the NHC's actions, representation, representation, representation, warranty, omission or position. 13. The entire Agreement. This Agreement provides for the full understanding and consent of the Parties with regard to the subject matter of this Agreement and supersedes any prior and/or present agreements, negotiations, declarations and files concerning it. Nothing in this Agreement shall be amended, orally or otherwise, except in the case of a written agreement signed by a Party against which an amendment is to be made. 14. Disclaimer for other relationships. This Agreement shall not establish a relationship between an employment relationship, an agency, a partnership or a joint venture, nor a licence between the Parties. In addition, this Agreement shall not oblige either Party to enter into any business relationship with the other Party or to purchase or sell any products or services from 6 other Parties. The NHC may not and will not be represented as a company authorized to bind the company as an agent or otherwise. 15. Fair remedies. Both Parties recognise and agree that the company may suffer irreparable damage as a result of violations of Sections 6, 7, 8 and 14 of the NHC. The NHC agrees that if the Company is harmed by a violation or threatened violation of Sections 6, 7, 8 or 15, the Company will be able to seek redress for a restraining order or other reasonable equitable measure to enforce this Agreement, in addition to all other remedies provided for by law, without the need to post a bond or demonstrate irreparable harm. 16. Lawyers' fees. In the event that any legal action or negotiated arbitration or mediation is taken in connection with this Agreement or any obligation under this Agreement, the prevailing party shall be entitled to recover reasonable lawyers' fees and costs and the fees and costs of accounting officers and experts designated by the court, arbitrator or mediator. Unless expressly stated otherwise herein, the Company and the NHC shall pay their own fees and expenses associated with the negotiation, preparation, execution and performance of this Agreement, including, without limitation, all fees and expenses of their own attorneys, accountants and other advisors. 17. Appropriate authority. Each Contracting Party to this Agreement shall represent and guarantee that it has all the necessary powers, powers and rights necessary to have it, its principal and employees, and to the terms of this Agreement. 18. No surrender. No waiver one Party with any condition or condition of this Agreement which it has been or is required to fulfil shall be effective unless it is in writing; provided that such surrender does not act as a waiver or estoppel in connection with any other or subsequent failure. No enforcement and any delay in exercising any right, right of appeal or jurisdiction under this Agreement shall function as a waiver of this obligation; Nor shall any single or partial exercise of any right, appeal or jurisdiction under this Law prevent and shall not prevent any other or further exercise of the right, right, right or jurisdiction provided for in this document or by law or in equity. 19. Applicable law. The validity, performance, construction, interpretation and effect of this Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Delaware (with the exception of its conflict-of-law legislation). 20. Construction. Each Contracting Party to this Agreement has had the possibility to review and revise this Agreement, so that the construction rule to the effect that any ambiguity is to be resolved against the editorial party shall not apply to the interpretation or construction of this Agreement. 21. Severability. If a court or other court of competent jurisdiction or its application to any circumstance, person or place decides that any provision of this Agreement is invalid, unenforceable or invalid, the remainder of this Agreement and the provisions that apply to other circumstances, persons or venues shall remain in full force and effect. 22. Counterparts & Faksimile Signatures. This Agreement may be implemented by counterparties, in which case all copies made together or with all the signatures attached thereto by the Parties shall constitute one and the same instrument and shall take effect when each Party has signed one or more Contracting Parties and delivered 7 to the other Party. Fax or electronic transmission of signatures to this Agreement shall be valid, legal and binding on all Parties to this Agreement. 23. No assignment. Each Party agrees not to transfer, in whole or in part, directly or indirectly, either voluntarily, involuntarily or by law, any rights or obligations under this Agreement. Any alleged assignment, transfer or delegation in contravention of this Section shall be null and void. Subject to the allocation limits set out above, this Agreement shall be binding on and for the benefit of the Parties and their respective heirs, executors, trustees and authorised successors and assignees. This Agreement shall not create and be used as creating any rights enforceable by any person not party to this Agreement. 24. Notifications. All notifications and other communications required or permitted under this Agreement must be in writing and delivered in person (in which case the notification is deemed to have been made on receipt of the addressee) or sent by one-day air courier (in which case the provided if received by the addressee or on the second (second) day from the date of service to the courier, as indicated above) or by written or certified post, by the required return receipt, prepaid postage and duly addressed (in which case the notification shall be deemed to have been given if received by the addressee or on the fifth (fifth) day following the date of transmission, which shall be the case, what is earlier) to the addresses listed below, or to a different address than the party can further provide notice of the latter: If the company: SCOLR Pharma, Inc. 19204 North Creek Pkwy #100 Bothell, WA 98011 Attn: Richard M. Levy If nhc: Nicholas Hall & Company Managing Agents 35 Alexandra Street Southend on Sea Essex SS1 1BW UK Attn : Stacy Wootton 8 to prove that the parties to this Agreement have implemented from the first day and year in writing. SCOLR Pharma, Inc. Nicholas Hall & Company (Guernsey) By: /s/ Richard Levy By: /s/ Stacy Wootton Richard Levy Name: Stacy Wootton EVP & Chief Financial Officer Title: COO 9 9

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