BDE CAPITAL

Referral and Confidentiality Agreement

This Referral and Confidentiality Agreement (this "Agreement") is entered into as of ______________________ (the "Effective Date") between Bernard-Davis Capital, LLC, a Georgia limited liability company with its principal place of business in Atlanta, Georgia ("BDE"), and ______________________ ("Referrer").

1. THE REFERRAL

Referrer may from time to time identify to BDE one or more businesses as potential acquisition candidates. A business becomes a "Referred Company" under this Agreement when Referrer identifies it to BDE in writing, by name, and BDE confirms in writing within five (5) business days that the business qualifies under Section 4.

BDE will respond to each submission within five (5) business days. A response confirming qualification, declining the submission, or asserting a prior relationship under Section 4(b) each satisfies this obligation.

2. THE FEE

If BDE or any entity BDE forms, controls, or invests through consummates an Acquisition of a Referred Company, BDE will pay Referrer a fee of One Hundred Thousand Dollars ($100,000) (the "Referral Fee").

The Referral Fee is a flat amount. It does not vary with the size of the Acquisition and is not calculated as a percentage of any transaction value.

The Referral Fee is payable in cash, by wire transfer, at and conditioned upon the closing and funding of the Acquisition. No fee is earned or payable on execution of a letter of intent, a term sheet, or any other non-binding instrument, and nothing is owed if no Acquisition closes.

Only one Referral Fee is payable per Referred Company, regardless of the number of persons who may have identified it or the structure of the Acquisition.

"Acquisition" means a transaction in which BDE acquires all or substantially all of the equity interests or assets of a Referred Company.

3. NON-EXCLUSIVE; NO OBLIGATION

This Agreement is non-exclusive. BDE may pursue acquisition candidates from any source, and Referrer may present opportunities to any other party, subject only to Section 7.

BDE is under no obligation to evaluate, pursue, or consummate a transaction with any Referred Company, and BDE owes Referrer no duty to disclose the status of, or its reasons for declining, any opportunity.

4. CONDITIONS TO THE FEE

No Referral Fee is earned or payable unless all of the following are satisfied:

(a) New platform. The Referred Company is acquired as a new platform investment, and not as an add-on to a business BDE already owns or controls at the time of the referral.

(b) New to BDE. BDE has not, prior to the referral, contacted the Referred Company or its representatives, received marketing materials concerning it, or otherwise had discussions concerning a possible transaction with it. If BDE asserts such a prior relationship, BDE must do so in writing within five (5) business days of the referral and must, on request, provide Referrer with verifiable evidence of it. If BDE asserts a prior relationship and fails to provide such evidence on request, the condition in this Section 4(b) is deemed satisfied and the Referral Fee is payable.

(c) Not in a broad process. The Referred Company is not, at the time of the referral, being marketed through a broad auction or similar competitive process in which BDE has already been included or invited.

5. COMPENSATION FROM THE SELLER

Referrer represents that, as of the Effective Date and as of each referral, Referrer has disclosed to BDE in writing whether Referrer, or any affiliate of Referrer, is or expects to be entitled to compensation from the Referred Company or its owners in connection with a transaction.

If such compensation exists as of the date of a referral and is not disclosed to BDE at that time, the Referral Fee otherwise payable with respect to that Referred Company is reduced by fifty percent (50%), unless BDE waives the reduction in writing. Disclosure does not disqualify a referral.

6. TERM AND SURVIVAL

This Agreement begins on the Effective Date and continues until terminated by either party on written notice.

Referrer remains entitled to a Referral Fee with respect to any Referred Company if a definitive agreement for an Acquisition of that Referred Company is executed on or before the second (2nd) anniversary of the date that Referred Company was submitted, whether that occurs before or after termination of this Agreement. No fee is payable with respect to a definitive agreement executed after that date.

Section 7 survives termination in accordance with its own terms.

7. CONFIDENTIALITY

(a) Definition. "Confidential Information" means (i) all non-public information either party provides to the other in connection with this Agreement, including the identity, ownership, financial information, customers, and operations of any Referred Company, (ii) the existence and terms of this Agreement, and (iii) the fact that BDE is evaluating, has declined, or is in discussions concerning any Referred Company.

(b) Use. Each party will use Confidential Information solely to evaluate and pursue a potential Acquisition, and for no other purpose.

(c) Disclosure. Neither party will disclose Confidential Information except to its officers, employees, affiliates, advisors, lenders, and prospective capital partners who need it for that purpose and who are informed of its confidential nature. Each party is responsible for any breach of this Section by those persons. Each party will protect Confidential Information using at least the care it applies to its own confidential information, and in no event less than reasonable care.

(d) Exclusions. This Section does not apply to information that (i) is or becomes generally available to the public other than through breach of this Agreement, (ii) was in the receiving party's possession before disclosure and was not, to its knowledge, subject to a duty of confidentiality, (iii) becomes available from a source not known to be bound by a duty of confidentiality, or (iv) is independently developed without use of the Confidential Information.

(e) Compelled disclosure. If a party is required by law, regulation, or legal process to disclose Confidential Information, it may do so, provided it gives the other party prompt written notice (unless legally prohibited) so that party may seek a protective order, and discloses only the portion legally required.

(f) Return or destruction. On written request, a party will promptly return or destroy Confidential Information in its possession and, on request, confirm in writing that it has done so. A party may retain copies required by law or by its bona fide internal document retention or compliance policies, and copies residing in routine electronic backups, in each case subject to this Section for so long as retained.

(g) Duration. The obligations in this Section expire two (2) years after the date the Confidential Information was disclosed, except that obligations with respect to any information constituting a trade secret continue for so long as that information remains a trade secret under applicable law.

(h) Separate agreements with a Referred Company. If BDE enters into a confidentiality agreement directly with a Referred Company or its representatives, that agreement controls as between BDE and that company, and nothing in this Section limits it.

(i) Remedies. A breach of this Section may cause harm not compensable by damages alone, and the non-breaching party may seek injunctive or other equitable relief in addition to any other remedy, without any requirement to post a bond.

8. LIMITATION OF LIABILITY

Referrer makes no representation or warranty as to the accuracy or completeness of any information provided concerning a Referred Company, and BDE will conduct its own investigation. Neither party is liable to the other for consequential, special, punitive, or incidental damages. Except for a breach of Section 7, each party's aggregate liability under this Agreement is limited to the amount of the Referral Fee paid or payable hereunder.

9. GENERAL

Governing law. Georgia law governs this Agreement, without regard to its conflicts of law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Fulton County, Georgia.

Entire agreement. This Agreement is the entire agreement between the parties on its subject matter and supersedes all prior discussions and understandings. It may be amended only in a writing signed by both parties.

Assignment. BDE may assign this Agreement to an affiliate or to an entity formed to effect an Acquisition. Referrer may not assign without BDE's prior written consent.

Severability. If any provision is held unenforceable, it will be limited or severed to the minimum extent necessary and the remainder of this Agreement will remain in effect.

Counterparts. This Agreement may be executed in counterparts and delivered electronically, each of which is an original and all of which together constitute one agreement.

AGREED

BERNARD-DAVIS CAPITAL, LLC

By ______________________

Name Christien Louviere

Title Managing Partner

Date ______________________

REFERRER

By ______________________

Name ______________________

Title ______________________

Date ______________________

Address ______________________

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Email ______________________