

This agreement (the "**Agreement**") is made effective as of **XX XX** 2023, by Peak 21 Holdings Inc, a Delaware incorporated company (the "**Peak21**"), and **XX** (the "**Finder**").

WHEREAS, Peak21 wishes to engage Finder to assist Peak21 in identifying potential acquisition targets and Finder wishes to assist Peak21 in identifying such acquisition targets;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Service as a Finder.

1.1. Finder shall identify, and introduce to Peak21, companies which may potentially be acquired by Peak21 (the "**Services**"), each of which shall be set forth on **Exhibit A** attached hereto (each, a "**Qualified Target**"). Subject to Peak21's approval, **Exhibit A** will be amended from time to time during the term of this Agreement to add the names of additional Qualified Targets first identified by Finder. Finder shall notify Peak21, and shall obtain Peak21's approval, prior to approaching any Qualified Target

1.2. Finder acknowledges that (i) Peak21 is free to directly contact companies that are potential acquisition targets and engage other finders, (ii) Peak21 may determine, in its sole discretion, whether to acquire a Qualified Target and (iii) Peak21 is not obligated to compensate Finder for introductions to a Qualified Target if Peak21 does not close the acquisition of a controlling interest in the Qualified Target (a "**Transaction**").

2. Fees.

2.1. As compensation for Finder's services related to the introduction of Qualified Targets, Peak21 shall pay to Finder a fee ("**Finder's Fee**"), as follows.

(a) **Large companies.** If Peak21, or its affiliate, executes a legally binding agreement to acquire a Qualified Target that is above \$30,000,000.00 USD in Annual Revenues, Peak21 will pay Finder One-hundred Thousand Dollars (\$100,000.00). Finder will only be entitled to Finder's Fee with respect to a Transaction which is closed by Peak21 or its affiliate.

(b) **Small companies.** If Peak21, or its affiliate, executes a legally binding agreement to acquire a Qualified Target that is below \$30,000,000.00 USD in Annual Revenues, Peak21 will pay Finder Thirty-Five Thousand Dollars (\$35,000.00). Finder will only be entitled to Finder's Fee with respect to a Transaction which is closed by Peak21 or its affiliate.

2.2. Finder acknowledges it has no right to compensation other than as set forth in this **Section 2**. All amounts payable to Finder shall be made within 30 days of the date on which the Finder's Fee becomes due and payable.

2.3. Finder agrees to pay all federal, state and local taxes applicable to any compensation paid to Finder pursuant to this Agreement. The terms and provisions of this **Section 2.3** shall survive termination or expiration of this Agreement.

3. Independent Contractor. Finder will perform its services hereunder as an independent contractor, and nothing in this Agreement will, in any way, be construed to constitute Finder as an agent, employee or representative of Peak21. Neither Finder nor any agent acting on behalf of Finder will enter into any agreement or incur any obligations on Peak21's behalf or commit Peak21 in any manner or make any representations, warranties or promises on Peak21's behalf or hold itself (or allow itself to be held) as having any authority whatsoever to bind Peak21 without Peak21's prior written consent, or attempt to do any of the foregoing

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5. Term and Termination.

5.1. *Term.* Unless and until terminated as set forth herein, this Agreement will continue in full force and effect for an initial term expiring on the one-year anniversary of the effective date of this agreement.

5.2. *Renewal.* Upon expiration of this Agreement, Peak21 may renew this Agreement for an additional one-year period by notice to Finder at least 10 days prior to such expiration.

5.3. *Termination.* Peak21 or Finder may terminate this Agreement (i) immediately and without notice in the event of breach by Finder of this Agreement and (ii) upon 10 days' prior written notice for any reason other than breach by Finder of this Agreement. In the event Peak21 terminates this Agreement pursuant to **Section 5.3(i)**, Finder will not be entitled to any unpaid Finder's Fee. In addition, upon breach of this Agreement by Finder, Peak21 will be entitled to all other remedies available under applicable law. In the event either party terminates this Agreement pursuant to **Section 5.3(ii)**, Finder will be entitled to a Finder's Fee with respect to approved Qualified Targets if the Transaction closes within a 9-month period commencing on the date of the termination of the Agreement.

5.4. *Surviving Provisions.* **Section 2.3**, **Section 7** and **Section 8** will survive indefinitely the termination or expiration of this Agreement.

6. Expenses. Finder will only be reimbursed for reasonable expenses that are approved by Peak21 in writing prior to the expense being incurred.

7. Representations, Warranties and Covenants.

7.1. Finder represents that finding targets for companies is not part of Finder's ordinary business activities, that it is not a registered broker-dealer and that it will limit its services to introducing Peak21 to the Qualified Targets set forth on **Exhibit A** only. Each party hereby acknowledges that: (i) all negotiations concerning the terms of the Transaction (including price, percentage ownership and other terms) will take place directly between Peak21 and the Qualified Targets; and (ii) Finder is not acting as agent or principal in the Transaction negotiations or transactions.

7.2. Finder hereby covenants that it will not, either alone or through its agents take any action that would not comply with the applicable laws and regulations relating to the services to be rendered to Peak21.

7.3. Finder represents and warrants to Peak21 that it has the full legal right to enter into and perform this Agreement and that its entry into and performance of this Agreement does not and will not violate any fiduciary or other duty it may have to any other person.

7.4. Finder acknowledges that it is responsible for its own compliance with state and federal securities laws.

7.5. Finder agrees to only furnish information and materials to the Qualified Targets that are provided or approved by Peak21, and Finder agrees not to misrepresent Peak21's business and prospects in discussions with Qualified Targets.

8. Indemnification.

8.1. Finder agrees to indemnify and hold harmless Peak21, its officers, directors, employees, legal counsel and its affiliates (each, a "***Peak21 Indemnified Party***") against any and all losses, claims, damages and liabilities, joint or several, and expenses (including all legal or other expenses reasonably incurred by Peak21) caused by or arising out of (i) any misrepresentation or untrue statement or alleged misrepresentation or untrue statement of a material fact made by Finder to Peak21 about the Qualified Targets, or the omission or the alleged omission to Peak21 about a material fact necessary in order to make statements made not misleading in light of the circumstances under which they were made (except to the extent such misrepresentations, untrue statements or omissions are based on information provided to Finder by Peak21), (ii) any misrepresentation or untrue statement or alleged misrepresentation or untrue statement of a material fact contained in any document furnished to Peak21 with respect to the Qualified Targets, or the omission or the alleged omission to state in the documents furnished to Peak21 with respect to the Qualified Targets a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which they were made, to the extent such misstatements or omissions are made in reliance upon and in conformity with written information furnished by Finder for use in the documents furnished to Peak21 with respect to the Qualified Targets, (iii) any breach

or alleged breach of any representation, warranty or covenant made by Finder in this Agreement, or (iv) Finder's bad faith, gross negligence or willful misconduct in performing the services described herein. Finder agrees to reimburse Peak21 Indemnified Party for any reasonable expense (including reasonable fees and expenses of counsel) incurred as a result of producing documents, presenting testimony or evidence, or preparing to present testimony or evidence (based upon time expended by Peak21 Indemnified Party at its then current time charges or if such person shall have no established time charges, then based upon reasonable charges), in connection with any court or administrative proceeding (including any investigation which may be preliminary thereto) arising out of or relating to the performance by Peak21 Indemnified Party of any obligation hereunder.

8.2. Peak21 agrees to indemnify and hold harmless Finder, its officers, directors, employees, legal counsel and its affiliates (each, a "**Finder Indemnified Party**") against any and all losses, claims, damages and liabilities, joint or several, and expenses (including all legal or other expenses reasonably incurred by Finder) caused by or arising out of (i) any misrepresentation or untrue statement or alleged misrepresentation or untrue statement of a material fact made by Peak21 to Finder, or the omission or the alleged omission by Peak21 to Finder a material fact necessary in order to make statements made not misleading in light of the circumstances under which they were made (except to the extent such misrepresentations, untrue statements or omissions are based on information (A) provided to the Qualified Targets by Finder and not provided to Finder by Peak21, or (B) provided to Peak21 by Finder), (ii) any misrepresentation or untrue statement or alleged misrepresentation or untrue statement of a material fact contained in any document furnished to Finder, or the omission or the alleged omission by Peak21 to state in the documents furnished to Peak21 a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which they were made, to the extent such misstatements or omissions are made in reliance upon and in conformity with written information furnished by Peak21 for use in the documents furnished to Finder, (iii) any breach or alleged breach of any representation, warranty or covenant made by Peak21 in this Agreement, or (iv) Peak21's bad faith, gross negligence or willful misconduct in performing its obligations herein. Peak21 agrees to reimburse Finder Indemnified Party for any reasonable expense (including reasonable fees and expenses of counsel) incurred as a result of producing documents, presenting testimony or evidence, or preparing to present testimony or evidence (based upon time expended by Finder Indemnified Party at its then current time charges or if such person shall have no established time charges, then based upon reasonable charges), in connection with any court or administrative proceeding (including any investigation which may be preliminary thereto) arising out of or relating to the performance by Finder Indemnified Party of any obligation for which it is indemnified hereunder.

9. Confidential Information; Developments; Non-Solicitation.

9.1. Finder will maintain in confidence: (i) any inventions, confidential know-how, trade secrets and other non-public information and data disclosed to it by Peak21; and (ii) all information developed by Finder in performance of its services under this Agreement, and it will not divulge the same to any other persons. Finder will use best efforts to prevent any unauthorized disclosure of the information described in (i) and (ii) above. It is understood that the obligations of this section will remain in effect and shall be respected by Finder until such time as the information becomes a matter of public knowledge, irrespective of the termination, for any reason, of this Agreement.

9.2. All notes, records and other documentation or tangible materials (collectively, “**Documentation**”) made or kept by Finder in connection with the services performed under this Agreement will be and are the sole and exclusive property of Peak21. Upon the termination of this Agreement, Finder will place all such Documentation in Peak21’s possession and will not retain or take with it, without the written consent of Peak21, any Documentation relating or pertaining to services performed by it under this Agreement or to any of the activities of Peak21. Finder will respect any obligation it may have arising out of this Agreement with respect to confidential information and agrees not to use or divulge to Peak21, or its agents and employees, during the term of this Agreement any such information.

10. No Conflicts. The Finder represents and warrants to Peak21 that Finder is free to enter into this Agreement and the services to be provided pursuant to this Agreement are not in conflict with any other contractual or other obligation to which Finder is bound.
11. Notices. Notices are to be delivered in writing, in the case of Peak21, to 50 Raffles Place #17-01, Singapore Land Tower, Singapore 048623, Attention: Edoardo Romagnoli and 369 Lexington Ave, 2nd Floor #233, New York, NY 10017, Attention: Dux Gandhi, and in the case of Finder, via email to edo@peak21.io and dux@peak21.io, or to such other address as may be given by each party from time to time under this Section. Notices shall be deemed properly given upon personal delivery, the day following deposit by overnight carrier, or three (3) days after deposit in the mail.
12. Parties in Interest. This Agreement is made solely for the benefit of Finder and Peak21, its shareholders, directors and officers. No other person shall acquire or have any right under or by virtue of this Agreement.
13. Entire Agreement; Amendments; Severability; Counterparts. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes any and all previous agreements and understandings, whether oral or written, between the parties with respect to the matters set forth in this Agreement. No provision of this Agreement may be amended, modified or waived, except in a writing signed by the parties. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, and if any restriction in this Agreement is found by a court to be unreasonable or unenforceable, then such court may amend or

modify the restriction so it can be enforced to the fullest extent permitted by law. The section headings in this Agreement have been inserted as a matter of convenience of reference and are not a part of this Agreement. This Agreement may be executed by electronic signature in any number of counterparts, each of which together shall constitute one and the same instrument.

14. Applicable Law; Jurisdiction. This Agreement shall be interpreted and construed in accordance with the laws of Singapore. Any and all claims, controversies and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort or statute, shall be governed by the laws of Singapore, including its statutes of limitations, without giving effect to any conflict-of-laws rule that would result in the application of the laws of a different jurisdiction. Any action arising out of this agreement shall be brought exclusively in a court of competent jurisdiction located in Singapore.
15. Authority. This Agreement has been duly authorized, executed and delivered by and on behalf of Peak21 and Finder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Peak21 Holding Inc.

By: _____

Name: Dux Gandhi

Title: VP - Finance

By: _____

Name: XX

Title:

EXHIBIT A

QUALIFIED TARGET LIST

Qualified Targets:

- [Name]
- [Name]
- [Name]
- [Name]
- [Name]
- [Name]
- [Name]

