



## BUY-SIDE REFERRAL FEE AGREEMENT

This Buy-Side Referral Fee Agreement (this “Agreement”) is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”), by and between Brighton Partners, LLC, a Georgia limited liability company (“Brighton”), and \_\_\_\_\_, a \_\_\_\_\_ (“Intermediary”).

**WHEREAS**, Intermediary is experienced in the rendering of investment banking services to private equity groups and middle market companies, and

**WHEREAS**, Brighton desires to retain Intermediary to identify middle market investment opportunities and, subject to the terms and conditions of this Agreement, Brighton is willing to provide contingent compensation to Intermediary for its investment banking services.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**1. Retention.** Brighton hereby retains Intermediary as an investment banker to identify middle market investment opportunities, and Intermediary agrees to be so retained, all upon the terms and conditions set forth herein.

**2. Term.** The term of this Agreement shall begin upon the execution hereof by both parties and shall terminate upon the earlier of (a) the second anniversary of the Effective Date or (b) upon written notice of cancellation by either party to the other party. In the event of cancellation, Intermediary shall be entitled to the applicable compensation, as set forth in Section 4 hereof, if Brighton completes a “Transaction” (as defined herein) within two years from the date of the introduction to Brighton of a middle market company by Intermediary.

**3. Introductions by Intermediary.** Intermediary shall seek to identify and present for consideration by Brighton middle market companies, with sales revenue of \$10 to \$50 million, that may be considering a sale of stock or other equity, a sale of assets, or similar capital transaction (a “Transaction”). Brighton shall promptly (i) acknowledge the introduction of a middle market company by

Intermediary; (ii) determine whether Brighton has been previously introduced to the middle market company from a source other than Intermediary (in which case, such company shall not qualify as a potential Transaction) ; and (iii) confirm if Brighton has an interest in pursuing such Transaction. For clarity between Brighton and Intermediary, the term Transaction shall only include middle market companies mutually agreed upon in writing by Brighton and Intermediary as qualifying for treatment as a potential Transaction. Upon the request of Brighton, Intermediary shall assist Brighton in the evaluation and negotiation of a Transaction with a middle market company introduced by Intermediary. It is understood that Brighton shall have sole and absolute discretion as to the pursuit, evaluation and closing of any Transaction introduced by Intermediary.

**4. Contingent Compensation.** Upon the closing of a Transaction introduced by Intermediary, and provided the Intermediary is not compensated by the seller, Brighton shall pay Intermediary a contingent fee (the "Contingent Fee"). The Contingent Fee due Intermediary as a result of the closing of a Transaction shall be calculated based on the "Transaction Value" (as defined herein), determined as follows:

- 5% of the first \$1 million of Transaction Value;
- 4% of the second \$1 million of Transaction Value;
- 3% of the third \$1 million of Transaction Value; and
- 2% of the Transaction Value in excess of \$3 million.

For purposes of this Section 4, "Transaction Value" shall include all tangible consideration paid or transferred by Brighton in exchange for equity or assets of the middle market company, including, without duplication, but not limited to (i) cash at closing; (ii) the assumption of third-party debt; (iii) subordinated seller notes; (iv) amounts payable pursuant to employment, non-compete, or consulting agreements, but only to the extent such amounts are in excess of reasonable and customary consideration in the ordinary course of the middle market company's business; and (v) amounts payable pursuant to any contingent earnout agreement, if and when earned. All compensation relative to any Transaction consummated hereunder shall be paid to Intermediary at the closing of the Transaction, except with respect to any contingent earnout compensation, which shall be paid as earnout payments become due and payable.

**5. Governing Law.** Any controversy arising under this Agreement shall be governed by the procedural and substantive laws of the State of Georgia.

**6. Amendment.** No modification, alteration, addition or change in the terms hereof shall be binding on either party hereto unless reduced to writing and executed by the duly authorized representative of each party.

**7. Entire Agreement.** This Agreement shall supersede any and all prior agreements, understandings, arrangements, promises, representations, warranties, or contracts of any form or nature

whatsoever, whether oral or in writing and whether explicit or implicit, which may have been entered into by the parties prior to the execution hereof as to the subject matter hereof.

**8. Assignment.** Neither this Agreement nor any of the rights or obligations hereunder shall be assigned by either party without the prior written consent of the other.

**IN WITNESS WHEREOF**, the parties have executed and delivered this agreement as of the date first written above.

**BRIGHTON PARTNERS, LLC**

By: \_\_\_\_\_  
Daniel G. Broos  
Managing Member

\_\_\_\_\_  
(Intermediary Name)

By: \_\_\_\_\_

Its: \_\_\_\_\_