

CONFIDENTIAL

November __, 2025

[Client]
Address 1
Address 2
Attn:

Dear ____:

This engagement agreement (this "Agreement") confirms the terms under which [Client] (collectively with its direct and indirect affiliates, the "Client") has engaged 360 One Firm Capital LLC, 1460 Broadway, 7th Floor, New York, NY 10036 ("Advisor"), effective as of the date indicated above (the "Effective Date"), as its advisor to provide financial advisory and investment banking services on a non-exclusive basis in connection with raising capital in the Client and such other financial and investment banking matters as to which the Client and Advisor may agree in writing during the term of this Agreement (each, a "Transaction").

1. Services. Advisor shall assist and advise the Client with the consummation of a Transaction. Advisor's services shall consist of services that are customary for engagements of this type, including to identify potential investors for the Client, which shall be financially qualified (provided that Advisor shall only approach, make or direct a communication to a potential investor in the Client that it believes is a person to whom an approach may lawfully be made) and such other financial advisory and investment banking services as may be mutually agreed upon in writing by Advisor and the Client (collectively, the "Services").
2. Fees. In addition to the other fees provided for herein, the Client shall pay Finalis Securities LLC on behalf of Advisor or directly to the Advisor as specified below via wire transfer of immediately available funds, the following fees (the parties hereto agree that this Section shall survive the termination, expiration or completion of Advisor's engagement under this Agreement):

Fees payable directly to the Advisor:

(a) Onboarding Fee. The Client will pay a one-time "Onboarding and Launch Fee" equal to \$7,500, payable within one (1) business day after the signing of this Agreement, to onboard the Client onto the Advisor's network platform combined with an initial marketing effort described in Annex A.

For each new project the Client onboards, the Client will pay an additional \$2,000.

(b) Client Support Program; Potential Marketing Retainer. Client will pay Advisor for the "Client Support Program" (outlined in Annex A) a fee of \$2,000 per month for five (5) months starting on the Effective Date.

If the Client receives irrevocable commitments of at least \$5 million from any Investor (as defined below) or group of Investors, the Client will extend the Client Support Program and commence to pay Advisor a "Marketing Retainer" of \$[5],000 per month for five (5) months.

[Note: a Marketing Retainer includes a dedicated banker running a proactive marketing process, which can include road shows and co-creation of events, outgoing calls and other targeted outreach to investors, weekly or bi-weekly status calls - the amount of the retainer corresponds to level of effort agreed. We can also start the engagement with such a Marketing Retainer and dedicated banker, which is our preference.]

(c) Other Advisory Services. The Client may select extended event support services ("Extended Support Services") that Advisor can provide to the Client under this Agreement as presented in Annex A for additional fees relating to (i) events and/or (ii) corporate finance or strategic advisory services based on hourly rates in Annex A or otherwise agreed in advance, in writing.

Fee payable directly to Finalis:

(d) Transaction Fee. Upon the closing of a Transaction, as a cost of such Transaction, the Client shall pay Finalis Securities LLC on behalf of Advisor by wire transfer of immediately available funds upon actual receipt of applicable funds, a non-refundable cash fee immediately and directly from the proceeds of such Transaction (each, a "Transaction Fee") equal to

(a) twenty percent (20%*) of the "Advisory Fees" defined to include all management fees and performance compensation, including without limitation management fees (the "Management Fee") plus performance fees, performance allocations and carried interests (a "Carried Interest"), levied upon the Offerings when and as actually received from investors introduced by the Advisor ("Investors") by the Client or its affiliates

or

(b) two percent (2%*) of the capital commitments (each, a "Capital Commitment") accepted by the Client or its affiliates from any investor introduced by the Advisor (each, an "Investor") as follows: one percent (1%) within ten (10) days of the consummation of a Transaction and receipt of funds from the Investor, and the remaining [X.X]% in equal installments of 0.____% (1/8 of [X.X]%) each quarter thereafter over eight (8) quarters.

There are two basic success fee options.

In Option (A) we share a % of the revenues you earn from our Introduced Investors (management fee and carry) whereby we earn less upfront and align for the longer term (hoping for carry).

In Option (B), we earn 2% to 2.5% of the Transaction Value paid over 1-2 years.*

Option C is a hybrid where we take 1% of the Transaction Value upfront at first closing and only 10-15% of the Advisory Fees over time.

Capital Investment will be evidenced by funds deposited into the Client's bank.

The parties agree that the Advisor shall also be entitled to the Transaction Fee if the Client concludes agreements with an Investor (introduced by the Advisor) on further financing solutions, further Transactions, or further capital investments ("Subsequent Transactions") during the term of this Agreement or within one (1) year after expiry or termination of this Agreement.

For the purpose of calculating the Transaction Fee, Capital Investment shall include the entire investment of the introduced Investor, comprising all monetary and all non-monetary parts, including all cash payments, payments in kind (valued at their respective market value at the time of the contribution) when and if actually received by the Client. In the event that Advisor identifies an underpayment and communicates such underpayment in writing to the Client, the Client shall promptly issue a wire transfer of immediately available funds to Advisor for the full amount of such underpayment.

(e) Payment. All payments received by Advisor pursuant to this Agreement at any time shall become the property of Advisor without restriction. No payments received by Advisor pursuant to this Agreement shall be put into a trust or other segregated account. With prior written notice from Advisor, the Client shall promptly (but in any event no later than five business days following such written notice) provide Advisor or its representatives the books and records that pertain to the calculation of the Transaction Fee and allow Advisor or its representatives at any time to audit the books and records that pertain to the calculation of the Transaction Fee.

3. Whitelist/Exclusivity Period. In order to clearly define for which Investors the Advisor has a claim for the Transactions Fees mentioned above, the parties will maintain a list of potential Investors introduced for investing in the Client ("Whitelist"), including those listed on Annex B, which the parties may amend from time to time. The Whitelist will be successively and continuously filled or supplemented with Investors and approved in advance by Client. The parties agree on an exclusivity period of twelve (12) months ("Exclusivity Period") in relation to the Investors being added to the Whitelist. The Client undertakes not to carry out any other Transaction with these whitelisted Investors within this period without the use of Services by the Advisor and payment of fees therefor.
4. Term; Termination. Following 6 months after the Effective Date, this Agreement may be terminated at any time by either party upon thirty (30) days' prior written notice of termination to the other party. Notwithstanding the termination of this Agreement, Advisor shall be entitled to full payment by the Client of the Transaction Fee hereunder if a Transaction is consummated during the 12-month period following the termination of this Agreement (as if no such termination had occurred) with a counterparty, in respect of such Transaction, for which Advisor was active as an advisor and/or made the initial introduction to the Client. For the avoidance of doubt, in the event of any termination or abandonment of a proposed Transaction or termination of this Agreement for any reason, Advisor shall be entitled to retain any previously paid Retainer. This Section shall survive the termination, expiration or completion of Advisor's engagement hereunder.
5. Co-Investment Fee. To the extent that an Investor does not purchase securities in the Client but does make a co-investment with any of the Client's existing portfolio companies and the Client is paid Advisory Fees (a Management Fee, Carried Interest or otherwise with regard to such co-investment, then the Client shall pay Advisor, prior to or concurrently with the payment of such Advisory Fees, a non-refundable cash fee equal to the same percentage(s) and pursuant to the same payment schedule as described in Section 2(d) above (the "Co-Investment Fee"). The Client shall make reasonable best efforts to covenant in the definitive documentation with the applicable counterparty(ies) in connection such Management Fees or Carried Interest, as applicable, at the sole option of Advisor, (a) deduct from any amounts payable to the Client in connection with such Management Fees or Carried Interest, as applicable, the amount of any Co-Investment Fee or Carried Interest Fee, as applicable, payable to Advisor hereunder and to pay such amount directly to Advisor, and (b) allow the Advisor with the reasonable opportunity, in manner that does not unreasonably interfere with the businesses and operations of the applicable counterparty(ies) to review all the books and records used in calculating the Co-Investment Fee, as applicable, and all components thereof. In the event that Advisor identifies an underpayment and communicates such underpayment in writing to the applicable counterparty(ies) by submitting to the applicable counterparty(ies) supporting documentation, the applicable counterparty(ies) shall promptly issue a wire transfer of immediately available funds to Advisor for the full amount of such underpayment.
6. Capital Raised in Successor Funds or Special Purpose Vehicles. The Client acknowledges that it shall receive long-term benefits from the Services provided by Advisor during the Engagement Period and, more specifically, that investors often first invest a smaller amount of capital and then increase their commitments in successor investment funds. Reflecting this understanding, Advisor will be paid 75% and 50% of the percentages (and pursuant to the same payment schedule) as described in Section 2(d) above for the next two successor funds, respectively.
7. Exclusivity Period for Introduced Investors. For Investors accepted by the Client after being introduced by the Advisor to the Client, the Parties agree on an exclusivity period of twelve months ("Exclusivity Period"). The Client undertakes not to carry out any other Transaction with these whitelisted Investors within this period without the use of Services by Advisor and payment of fees therefor.

8. Expenses; Payment. In addition to the other fees described herein, and regardless of whether a Transaction is consummated, the Client shall reimburse Advisor, within fifteen (15) days of receipt of an invoice from Advisor, for its reasonable expenses incurred from time to time in connection with the Services; provided, that Advisor shall provide the Client with written notice as promptly as practicable and receive the Client's prior written consent if such expenses are reasonably expected to exceed \$100.00 in the aggregate. All amounts payable to Advisor hereunder shall be made in lawful currency of the United States in accordance with the wire instructions set forth on Annex C attached hereto, and the Client shall provide contemporaneous written notice of each such payment to Advisor. All payments to Advisor shall be exclusive of any taxes or governmental charges (collectively, "Tax").
9. Information; Confidentiality. The Client agrees to commit reasonable time and resources to a Transaction and shall furnish Advisor with such information and access as is customary, appropriate and/or necessary for Advisor to perform the Services and fulfill its obligations hereunder. Advisor shall rely, without independent verification, on the accuracy and completeness of all information that is publicly available and all information furnished by or on behalf of the Client or any other potential party to any Transaction or that is otherwise reviewed by or discussed with, Advisor, including financial information and data, projections and other information provided to Advisor, all of which Advisor will assume have been prepared in good faith based upon reasonable assumptions derived from the facts and best estimates then available to the Client or its management. The Client agrees that all information made available to Advisor by the Client will, to the best of the Client's knowledge, be complete and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact. The Client understands and agrees that Advisor shall not be responsible for the accuracy or completeness of such information and shall not be liable for any inaccuracies or omissions therein. The Client will promptly notify Advisor in writing of any material inaccuracy or misstatement in, or material omission from, any information previously delivered to, or discussed with, Advisor, or any materials provided to any interested party. The Client acknowledges that Advisor has no obligation to conduct any appraisal of any assets or liabilities of the Client or any other party or to evaluate the solvency of any party under any applicable laws relating to bankruptcy, insolvency or similar matters. Any advice (whether written or oral) rendered by Advisor pursuant to this Agreement is intended solely for the use of the board of directors of the Client in evaluating a Transaction, and such advice may not be relied upon by any other person or entity or used for any other purpose. Any advice rendered by, or other materials prepared by, or any communication from, Advisor may not be disclosed to any third party without the prior written consent of Advisor (other than to the Client's third-party advisors and agents and representatives who have a need to know such information in connection with a Transaction; provided, however, that they agree to the confidentiality with respect to such information set forth in this Agreement, that neither Advisor nor any of its affiliates have any duty, liability or obligation to them in connection therewith and that the Client shall be responsible for any breach by them of the provisions of this Agreement). Neither Advisor nor the terms of this Agreement may be referred to without Advisor's prior written consent. The Client agrees to the provisions set forth on those certain "Confidentiality Provisions (Version 1.0)" located at <https://www.finalis.com/clientnda> and the terms thereof (the "Confidentiality Provisions") are incorporated by reference as though fully set forth herein and shall survive any termination, expiration or completion of Advisor's engagement under this Agreement.
10. Services as Advisor. The Client acknowledges that Advisor is being engaged hereunder as an independent contractor to provide the Services solely to the Client and that Advisor is not acting as an agent or fiduciary of the Client, its equity holders or creditors or any other person or entity in connection with this engagement, and the Client agrees that it shall not make, and hereby waives, any claim based on an assertion of any such relationship. The engagement of Advisor is not, and shall not be deemed to be, and is not intended to confer rights or benefits upon, any equity holders or creditor of the Client or any third party. In performing the Services, Advisor is not assuming any responsibility for the Client's decision whether to pursue, endorse or support any business strategy, or to effect, or not to effect, any Transaction, which decision shall be made by the Client in its sole discretion. Advisor is not assuming any responsibility to conduct any due diligence or

investigatory services on behalf of the Client or any other person with respect to a Transaction or any potential party thereto. Advisor hereby disclaims all duties that would otherwise arise by reason of this Agreement or as a result of the Services. The Client shall be solely responsible for the terms, conditions and structure of a Transaction and ensuring that any Transaction complies with applicable law. The Client understands that Advisor shall not render an opinion as to whether the consideration of a Transaction is fair and is not undertaking to provide, and will not provide, any legal, regulatory, accounting, insurance, tax or other similar professional advice and the Client acknowledges and agrees that it is relying on its own counsel, accountants and similar advisors for such advice. This Section shall survive the termination, expiration or completion of Advisor's engagement under this Agreement.

11. Advisor Group Activities. The Client understands and acknowledges that Advisor and its affiliates (collectively, the "Advisor Group") engage in providing investment banking, securities trading, financing, financial advisory, and consulting services and other commercial and investment banking products and services to a wide range of institutions and individuals. In the ordinary course of business, the Advisor Group and certain of its employees, as well as investment funds in which they may have financial interests or with which they may co-invest, may acquire, sell or trade or otherwise effect transactions in debt, equity, and other securities and financial instruments (including bank loans and other obligations) of, or investments in, the Client or any other party that may be involved in the matters contemplated by this Agreement or have other relationships with such parties. All rights in respect of such securities, financial instruments and investments, including any voting rights, shall be exercised by the holder of the rights in its sole discretion. In addition, the Advisor Group may in the past have had, and may currently or in the future have, financial advisory or other investment banking or consulting relationships with parties involved in the matters contemplated by this Agreement, including parties that may have interests with respect to the Client, a Transaction or other parties involved in a Transaction, from which conflicting interests or duties may arise. Although the Advisor Group in the course of such other activities and relationships or otherwise may have acquired or may in the future acquire information about the Client, a Transaction or such other parties, or that otherwise may be of interest to the Client, the Advisor Group shall have no obligation to, and may not be contractually permitted to, disclose such information, or the fact that the Advisor Group is in possession of such information, to the Client. In order to enable Advisor to bring relevant resources to bear on its engagement hereunder from among its affiliates, the Client agrees that Advisor may share information obtained from the Client and other parties hereunder with members of the Advisor Group and may perform the Services in conjunction with such members.
12. Choice of Law; Jurisdiction; Jury Trial Waiver. This Agreement shall be deemed to be made in the State of New York. This Agreement and all disputes, claims, controversies and suits arising out of or related to this Agreement (whether based upon contract, tort or otherwise) shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of laws. Each party hereby irrevocably consents and agrees that any lawsuit or other proceeding between or among the parties hereto arising out of or related to this Agreement shall be brought and maintained in any federal or state court of competent jurisdiction sitting in New York, New York, which courts shall have exclusive jurisdiction over the adjudication of such matters, and agrees to venue in such courts. Each party further irrevocably submits and consents in advance exclusively to such jurisdiction and venue in any action or suit commenced in any such courts, and hereby waives in all respects any claim or objection which it may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. Each party agrees that a final judgment in any such action, suit or claim brought in any of the courts referred to above shall be conclusive and binding upon it and may be enforced in any other courts having jurisdiction over it by suit upon such judgment. Each of Advisor and the Client, on its own behalf and, to the extent permitted by applicable law, on behalf of its affiliates, irrevocably waives any right to trial by jury in any action or proceeding related to or arising out of this Agreement. This Section shall survive the termination, expiration or completion of Advisor's engagement under this Agreement.
13. Indemnification. The Client agrees to the provisions set forth on those certain "Indemnification Provisions (Version 1.0)" located at <https://www.finalis.com/indemnification> and the terms thereof (the "Indemnification

Provisions”) are incorporated by reference as though fully set forth herein and shall survive any termination, expiration or completion of Advisor’s engagement under this Agreement.

14. Know Your Customer. To help the United States government fight the funding of terrorism and money laundering activities, the federal law of the United States requires all financial institutions to obtain, verify and record information that identifies each person with whom they do business as a condition to doing business with that person. Accordingly, as a condition to the closing of a Transaction and upon request by Advisor, the Client shall (i) promptly provide to Advisor, and (ii) require any and all applicable third parties to promptly provide to Advisor, certain identifying and other similar information of persons and entities necessary to comply with such laws and Advisor’s policies and procedures. The Client hereby represents and warrants that all such information is and shall be true, correct and complete as of the time it is provided to Advisor.
15. Representations and Warranties. Each party hereto has all requisite power and authority to enter into this Agreement. This Agreement has been duly and validly authorized by all necessary action by each party, has been duly executed and delivered by each such party and constitutes a legal, valid and binding agreement of each such party, enforceable in accordance with its terms. Each party is, and at all times has been, in material compliance with any and all requirements of any federal, state or local law.
16. Registered Representative. Mark Sanor (the “Representative”), a principal of 360 One Firm Capital LLC, is a registered representative of Finalis Securities LLC (“Finalis”), a U.S. Securities and Exchange Commission (“SEC”) registered broker-dealer and Financial Industry Regulatory Authority, Inc. (“FINRA”) member. Transactions hereunder required under applicable law, rule or regulation to be conducted through an SEC registered broker-dealer or FINRA member shall be conducted through Finalis and managed by Representative, and all billings and payments therewith will be made by Finalis and remitted to Finalis’ wire instructions detailed in Annex C in United States dollars. Any non-cash compensation or security that is paid contingent on or as a consequence of a transaction under or in connection herewith shall be issued to Finalis, in the name of Finalis, for no additional consideration pursuant to an issuing agreement acceptable to Finalis, for no additional consideration pursuant to an issuing agreement acceptable to Finalis, and such compensation may be assigned by Finalis which assignment the parties hereby consent to. Each such transaction conducted through Finalis is subject to the Company onboarding with Finalis pursuant to FINRA rules.
17. Miscellaneous. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. The parties to this Agreement are Advisor, Representative and the Client. Nothing in this Agreement, express or implied, is intended to or does confer on any person or entity, other than the parties hereto, the Indemnified Persons (as defined in the Indemnification Provisions) and each of their respective successors and permitted assigns, any rights or remedies (directly or indirectly as a third party beneficiary or otherwise) under or by reason of this Agreement or as a result of the Services. This Agreement, including the Confidentiality Provisions, the Indemnification Provisions and any annexes attached hereto, is the complete understanding and agreement of the parties hereto regarding the subject matter hereof and supersedes all previous agreements or understandings regarding the same. This Agreement may not be amended except in a writing duly executed by the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect pursuant to the terms hereof. This Agreement has been reviewed by the signatories hereto and their counsel. There shall be no construction of any provision against Advisor because this Agreement was drafted by Advisor, and the parties waive any statute or rule of law to such effect. This Agreement may be executed in any number of counterparts and may be delivered by one party to the other by email or other electronic transmission (including signature by any electronic symbol or process adopted with the intent to sign, authenticate or accept), and such counterparts shall be valid for all purposes. To the extent that the Client hereunder is comprised of more than one entity or company, the obligations of the Client under this Agreement are joint and several, and any consent, direction, approval, demand, notice or the like given by any one of such entities or companies shall be deemed given by all of them and, as such, shall be binding on the Client.

* * * * *

If the foregoing correctly sets forth our agreement, please sign and return to us a copy of this Agreement.

All of us at 360 One Firm Capital LLC thank you for choosing us to advise you and look forward to working with you on this engagement.

360 One Firm Capital LLC
as Advisor and Representative:

By: _____
Name: Mark Sanor
Its: CEO and a registered representative of Finalis Securities LLC

Accepted and agreed to as of the Effective Date:

[Client Name], on its own behalf, and on behalf of its direct and indirect subsidiaries:

By: _____
Name: _____
Its: _____

ANNEX A

(a) Events. As the Parties believe it to be effective for the Client to be active in the 361Firm community events in order to raise the Client's profile, the Client agrees that it will attend and selectively sponsor 361Firm events on a mutually agreed basis with a 70% discount to the fees offered to other delegates (as posted on the event webpage from time to time) or to other sponsors.

(b) Initial Onboarding and Launch Program. This covers

- Advisor background checks and internal due diligence on Client
- Advisor's review and comments on Client's marketing materials
- Advisor will review Client's inputs for onboarding forms, to seek clarity and completeness, including as to:
 - relevant industry segments and sub-segments
 - size of deal and min/max range for an investor
 - asset class and sub-segments
 - geographic focus
 - headline descriptions (versions with name and without name of Client)
 - generic cover note
 - existing LPs with focus on most strategic
 - competition analysis and Client's positioning
 - management team strengths and weaknesses
 - performance of any prior funds or SPVs, and the current fund as applicable
 - pipeline of potential investments
 - potential co-investments for fund LPs in GP (and possibly LPs in SPVs) and related fees
 - goals relating to closings, amounts, timing (and any potential seeding or sale of interests in GP)
 - potential ties to philanthropic or impact interests of potential investors
 - history and status with any intermediary broker-dealers
 - data room readiness
 - specialist advisors (legal, accounting, tax advisors)
 - fund administration
 - historical reporting to stakeholders
- Advisor will review Client's self-evaluation of its "deal scorecard," including as to
 - upside potential as to IRR and MOIC, and key catalysts to reach upside
 - downside risks and mitigation strategies
 - legal and likely duration ranges
- Advisor will include the Client in its pipelines with the Client's approval, including named and no-name versions shared with the 361Firm investor community, and
- Advisor will identify target Investor prospects for approval by Client, including those deemed to have potentially strong strategic fit to be prioritized
- Advisor will reach out to approved Investor prospects to introduce the Client and invite investors to meet the Client one-on-one and, for some, to at least two group Deal Calls/Zooms to introduce the Client to investors and its banker syndicate

(c) Ongoing Client Support Program. During the period when the Client is paying for the Client Support Program, the Advisor will provide the following:

- At least one coordination meeting per month to review status with Investor targets and marketing strategy
- regular updates to investors, targeting once per month as appropriate and mutually agreed

The Client will keep the Advisor updated on its travel movements, new developments, availability for Group Zooms and 361Firm events, so that the Parties can coordinate.

(d) "Add-On Services" - The Parties may mutually agree in writing that the Advisor will provide additional services for separate fees and terms which may include the Advisor or its partners conducting video interviews with the Client's team, or supporting other video and social media opportunities; hosting dedicated lunches, breakfasts, or customized events tailored for the Client, and co-creating community-wide Deep Dives in collaboration with the Client.

(e) Buy-Side Fees for Introducing Deals. If the Client provides financing for, invests into or acquires a target company or asset introduced by the Advisor (the "Introduced Targets"), the Client will pay the Advisor a "Buy-Side Fee" equal to 1.5% of the Transaction Value at Closing.

(f) Referral Fees for Referring Clients. If the Client or its portfolio companies receives revenues from target clients (companies or individuals) introduced by the Advisor (the "Introduced Client Targets"), the Client will pay the Advisor a "Referral Fee" equal to 20% of the revenues received from such Introduced Client Targets for a period of three years.

(g) At Client's Discretion - Additional Strategic Advisory Services. If and as requested by the Client in writing and agreed by the Advisor, the Advisor will provide additional strategic advisory services, including assistance with corporate finance analysis, preparation of presentation slides or financial modelling, based on hourly rates as follows: Partner \$650, Director \$450, Senior Consultant \$300, Analysts \$200

These fees above are to be paid directly to the Advisor's bank account referenced in Annex C.

ANNEX B

WHITELIST OF INTRODUCED INVESTORS

The parties agree that the list of Investors introduced by Advisor includes any of those listed below as well as others approved by the Client from time to time:

ANNEX C

WIRE INSTRUCTIONS

The Transaction Fee payable to Advisor under this Agreement is required to be delivered to the following bank account:

Bank:	Webster Bank, N.A.
Address:	One Jericho Plaza Suite 304, Jericho, NY 11753
Beneficiary:	Finalis Securities LLC
Account Number:	7462861652
Routing Number (ACH + wires):	021913655

The Onboarding Fee, Retainer, Event Fees and Strategic Advisory Services Fees payable directly to Advisor under this Agreement to be delivered to the following bank account:

Bank:	Citibank
Address:	1748 Broadway, New York, NY 10019
Beneficiary:	MDS Capital Partners, LLC (dba 361Firm)
Account Number:	4993928273
Routing Number (ACH + wires):	021000089