

FIND

FUNDAMENTAL INTERACTIONS NEUTRON DIRECT

BROKER COMMISSION SHARING & ADVISORY AGREEMENT

An agreement where brokers pay separately for trading services, allowing them to distribute payments among different brokers for each service.

This Agreement was made on _____ between:

Service Provider: _____

Client: _____

BROKER COMMISSION SHARING &
ADVISORY

This Commission Sharing and License Agreement dated as of XXX XXXX, 2023 (this "Agreement") is between _____, of _____, ("Sponsor Access Broker-Dealer"), _____, and Fundamental Interactions Neutron Direct, LLC ("FIND", of 115 West 30th Street Suite 401 New York, NY 10001 ("Company"). Each of Sponsor Access Broker-Dealer and FIND individually referred herein as a ("Party") and collectively as (the "Parties").

In connection with the consideration by the Parties of possible transactions in the trading of private equity securities (the "Transactions") on the FIND Platform involving Sponsor Access Broker-Dealer and Company, it is hereby agreed by and between the Parties that, commissions generated from the Transactions on the FIND Platform identified on Schedule A hereto, shall be shared by and between the parties 50/50, unless otherwise agreed in writing in advance in a document executed by both Parties.

Both Parties acknowledge and agree that unless and until one or more written definitive agreements concerning the Transactions have been duly executed, neither Party nor any of its respective Representatives will have any obligation with respect to the Transactions, whether by virtue of this Agreement or any other written or oral expression with respect to the Transactions (except as expressly provided in this Agreement) or otherwise. Either Party hereto may abandon negotiations with respect to the Transactions at any time for any reason or no reason, in such Party's absolute and sole discretion.

This Agreement shall be binding upon the Parties hereto and their respective successors and assigns and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

This Agreement may not be assigned by either Party hereto without the prior written consent of the Sponsor Access Broker-Dealer hereto (except by operation of law in connection with a merger, or sale of substantially all the assets, of a Party hereto). Any assignment or attempted assignment of this Agreement in contravention will be void ab initio and will not relieve the assigning Party of any obligation under this Agreement.

If any provision of this Agreement is not enforceable in whole or in part, the remaining provisions of this Agreement shall not be affected thereby. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties hereto confirm that any facsimile copy of Sponsor Access Broker-Dealer's executed counterpart of this Agreement (or its signature page) will be deemed to be an executed original.

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The terms of this Agreement may be modified or waived only by a separate writing, signed by the Party against whom enforcement is sought, that expressly modifies or waives any such term.

This Agreement shall be governed by, construed and enforced in accordance with the laws of New York, without regard to conflict of laws or any choice of law provisions. The courts of New York shall have exclusive jurisdiction over any cause of action or other legal proceeding arising from this Agreement. The Parties waive any objection that such Party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same. EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

This Agreement constitutes the entire agreement by and among the Parties with respect to the subject matter hereof and all prior negotiations, writings and understandings relating to the subject matter of this Agreement are superseded and canceled by, this Agreement.

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The Parties have executed and delivered this Mutual Confidentiality Agreement as of the date first written above.

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

**Fundamental Interactions Neutron
Direct, LLC**

Bill Karsh
CEO

Client's Name:

Name

Titke

Signature

Signature