

FINDER'S FEE AGREEMENT

This Finder's Fee Agreement (this "Agreement" or this "Finder's Fee Agreement"), effective as of the date of the last party to sign this Finder's Fee Agreement (the "Effective Date"), is made and entered by and between:

_____ - _____ (**Company**), a company organized and existing in the Austria, with a registered address located at _____ 1010 Wien , Austria (hereinafter the "Company") and _____ (**Affiliate**) , a company organized and existing under the laws of the Estonia, with a registered address located at Pärnu mnt. _____, Tallinn 11612 (hereinafter the "Affiliate")

1. RECITALS WHEREAS:

Company is in the business of mergers, acquisition and investments; and Both parties wish to enter into this Agreement, whereby Company will pay Affiliate a fee (as described below) for each client of Company referred by Affiliate to Company, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants, agreements, and promises set forth herein, the parties agree as follows:

2. REFERRAL ARRANGEMENT.

Commencing as of the Effective Date of this Agreement and continuing in effect until this Agreement is terminated by either party by providing the other at least five (5) days prior written notice, Affiliate may, from time to time, and in its sole and absolute discretion, refer to Company certain clients (hereinafter referred to as "Referred Clients"). Subject to Affiliate's compliance with the remaining provisions of this Agreement in each case, and subject to Company's acceptance of such Referred Clients, Company agrees to compensate Affiliate in accordance with Section 2 below.

3. REFERRAL FEE.

Affiliate understands that Company clients pay Company in accordance with contracts entered into by Company and such clients. As consideration for a Referred Client, Affiliate shall be entitled to **1%** percent of the initial contract value, to be paid to Affiliate within **3 days** of Company and Company's client's execution of the initial contract, if any, signed after Affiliates referral. Company shall have the right at any time to set-off any amounts now or hereafter owing by Affiliate to Company against amounts which are then or may thereafter become due or payable to Affiliate under this Agreement.

4. PAYMENT CONDITIONS.

Referred Clients shall not be considered accepted by Company, and Company shall have no payment obligation hereunder, unless and until a contract is signed by Company and the Referred Clients.

5. MISCELLANEOUS.

1. This Agreement shall be governed, construed, and enforced in accordance with and subject to the laws of the Estonia, without regard for its conflict of laws provisions. The Recitals at the beginning of this Agreement are covenants of the parties and are a material part of this Agreement.

2. The individuals whose signatures appear below each warrant that they are duly authorized to sign this Agreement on behalf of the company whose name appears above their signature. Each party represents and warrants that they have read this Agreement and fully understand its provisions. Each party represents and warrants that they have discussed this Agreement, in its entirety, with their respective attorneys, and this Agreement has been fully explained to them by such attorneys. This Agreement will be confidential between the parties, and the existence of this Agreement will not be disclosed by either party to any third party (other than accountants and/or attorneys of the parties, who have a legitimate need to know, and who are bound by similar

obligations of non-disclosure relative to this Agreement), except to the extent required by law or regulation.

3. Those provisions of this Finder's Fee Agreement which by their nature survive termination, shall so survive any termination hereunder, including any obligation to make payment under the terms of this Agreement.

4. This Finder's Fee Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels all previous negotiations, agreements or commitments by the parties whether oral or written. This Agreement may be executed in counterparts and each shall constitute one instrument. Copies of signatures shall be treated as originals.

Accepted and agreed:

_____ (Company)

Partner

_____ (Affiliate)

Board management members

„...“ oktober 2014. (the “Effective Date”)

Addendum, offered „Referral Clients“ :