

## Alleyway Scout Agreement

This Scout Agreement (the “Agreement”), dated \_\_\_\_\_ (the “Effective Date”) is made and entered into by and between \_\_\_\_\_, with offices at \_\_\_\_\_ (“Scout”), and Alleyway LLC (“Alleyway”). For good and valuable consideration, the receipt of which is hereby acknowledged, Alleyway and Scout agree as follows:

1. Referrals. During the term of this Agreement, Scout will endeavor to refer opportunities to Alleyway (“Referred Opportunities”). This Agreement does not obligate Scout to make any particular number of referrals, and does not obligate Alleyway to accept any particular number of Referred Opportunities.
2. Scout Fees. Should Alleyway, or its portfolio businesses, elect to do business with the Referred Opportunities, Alleyway will pay to Scout a fee as outlined in Appendix A (“Scout Fees”).
3. Relationship of the Parties. This Agreement will not be interpreted or construed as creating or evidencing any association, joint venture, or partnership between the parties or as imposing any partnership obligation or liability upon any party.
4. Term and Termination. This Agreement is effective as of the Effective Date set forth above and will remain in effect for twelve (12) months or until terminated by either party providing the other with no less than thirty (30) days advance-written notice. Section 5 will survive the termination of this Agreement.
5. Miscellaneous.
  - 5.1. Notices. Any notice or other communication under this Agreement given by either party to the other party will be in writing (including by email) and be valid upon actual receipt.
  - 5.2. Governing Law; Jurisdiction. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in Wilmington, Delaware. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
  - 5.3. Attorney’s Fees & Costs. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to all costs and fees recoverable pursuant to applicable law and to its reasonable attorney’s fees and costs of suit.



5.4. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, with respect to such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both Parties.

5.5. Counterparts. This Agreement may be executed electronically and in counterparts.

5.6. Severability. Should any provision of this Agreement be found by a court of competent jurisdiction to be unenforceable, such provision shall be modified to the minimum extent necessary to render it enforceable, or, if incapable of such modification, shall be severed here from and the remainder of this Agreement shall be enforced.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date hereof.

Alleyway LLC

(Company Name – if applicable)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

## Appendix A - Scout Fees & Acquisition Targets

- Scout Fee Breakdown
  - Scout entitled to an amount equal one percent (1%) of the upfront invested capital for successful Referred Opportunities of acquisition targets that turn into closed deals.
  - Minimum payment is twenty-five thousand United States dollars (\$25,000).
  - Maximum payment is two hundred thousand United States dollars (\$200,000).
  
- Acquisition Targets
  - Alleyway is seeking digital businesses to add to our portfolio.
  - Scout must introduce us directly to the founder, or key decision maker of the Referred Opportunity.
  - Referred Opportunity must be a company which we have not spoken to before.
  - Scout Fees for closed deals will be paid within thirty (30) days of Alleyway's successful close of the Referred Opportunities. Scout will be notified via email when the deal closes.