

III SELLERS FINDERS FEE AGREEMENT



202 N. Curry Street, Suite 100
Carson City, Nevada 89703-4121
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THIS SELLERS FINDERS FEE AGREEMENT herein after referred to as "Agreement" is entered into by and between _____ and it's respective parent or subsidiary companies, affiliates, officers, employees and agents herein after referred to as "Company", and InteractiveIntermediaries.com, Inc. a Nevada corporation herein after referred to as "III", with regard to a proposed or contemplated "Transaction" between the parties.

Section 1: Appointment as Finder

The Company hereby authorizes III as a "Finder" as described in section 4 of this agreement, on an exclusive basis, to identify and introduce to the Company any prospective entity, herein after referred to as "Buyers", who offers to enter into a financing arrangement with the Company, whether as a purchase, acquisition, merger, joint venture, mortgage, loans or other arrangements, on terms acceptable to the Company, herein after referred to as a "Transaction". A Transaction shall include only Transaction(s) with Buyers introduced by III to the Company. The Company shall retain the sole and exclusive right to accept or reject any proposed Transaction without any liability to III for rejection thereof.

Section 2: Identifying Transactions

III and the Company shall complete and maintain a "Proposed Buyers List" as an attachment to this agreement, which shall include the description of the proposed Buyers and is agreed to by the Company that each description in the "Proposed Buyers List" document contains sufficient information for the Company to definitively identify whether the Company is already involved in the initial Transaction with the Buyer. Company is in full understanding and agreement that by initializing any of the Buyers listed in the "Proposed Buyers List" that III is deemed the introducer of the Buyer in the proposed described transaction, whether or not there may have been any previous contact or business with the Buyer. After initialization by the Company of any Buyers listed in the "Proposed Buyers List" III will provide the Company specific information about the Buyer, i.e. the name, contact & title, telephone number, fax number, and address of the described Buyer.

Section 3: Consideration by Compensation

- a. If a Transaction is consummated within 24 months after execution of this Agreement, then III shall be entitled to compensation of a cash fee by the Company of 10% of the capital raised.
- b. In case of a Transaction for cash plus other Consideration, or for Consideration other than cash, Consideration shall mean the value agreed to be paid by the Buyer to the Company including cash and all items of value used to compute the purchase price. The responsible party shall be instructed to make the payment described herein as a part of and at the time of the closing of any of the proposed Transactions. If any additional Transactions by the Buyer are consummated by the Company following the initial Transaction then III shall be entitled to additional cash fees from the Company based on the Consideration and Percentage of Consideration fee schedule as described above. These provisions for compensation, as to additional Transactions with the Buyer, shall last for a period of two (2) years.
- c. III agrees that the sole compensation for his activities as a Finder shall be the fees set forth in section 3 (a) and (b) above. III shall not be entitled to receive, and the Company shall not pay, hourly wages with respect to such activities or any continuing interest in the Company, its securities or revenue from operations unless agreed upon in writing.

Section 4: Acting as Finder Only: Duties

a. It is understood that III is acting as a Finder of Buyers for introduction purposes only, is not licensed as a securities, business, insurance, investment, or real estate; broker, agent, dealer, or advisor, and shall have no authority to enter into any commitments on the Company's behalf, or to negotiate the terms of any Transaction, or hold to any funds or securities in connection with any transaction, or to perform any act which would require III to become licensed as a securities, business, insurance, investment, or real estate; broker, agent, dealer, or advisor. III will not engage in any negotiations whatsoever on the behalf of the Company or the Buyer nor will III provide you information which may be used as a basis for negotiations. III will have no responsibility, nor will III make recommendations, concerning the terms, conditions or provisions of any agreement between the Company and the Buyer, or the manner or means of consummating the Transaction. This agreement is not intended for the purpose of buying, selling, or trading securities, or offering council or advice with respect to such activities.

b. This Agreement shall not be deemed to create an employment, partnership, joint venture, agency, or other relationship (except that of Finder) between III and Company. The duties of III as Finder shall include the introduction of the Buyer to the Company. There are no other services that III is required to perform to be entitled to the above Compensation in the event of a Transaction consummated by the Company and the Buyer.

Section 5: Confidential Information

III agrees that no information deemed confidential by Company will be released by III without the execution of a Non-Disclosure Confidentiality Agreement mutually acceptable to Company and the organization receiving such confidential information.

Section 6: Accurate Information

The Company hereby represents and warrants that all information provided III pertaining to the Company shall be true and correct; and the Company shall hold III harmless from any and all liability, expenses or claims arising from the disclosure or use of such information.

Section 7: Termination

This Agreement may be terminated at any time by either party by written notice to the other party, but such termination shall not effect the obligation of the Company to pay the finder's fee hereunder as to any of his successful Transactions consummated within 24 months after the date of termination of this Agreement.

Section 8: Applicable Law

This agreement is governed by and construed under the laws of the State of Nevada, and any action brought by either party against the other to enforce or interpret this Agreement shall be brought in an appropriate court of such State. In the event of any such action, the prevailing party shall recover all costs and expenses thereof, including reasonable attorney's fees for the losing party.

Section 9: Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof. This Agreement supercedes and replaces all prior or contemporaneous agreements, understandings, communications, discussions and negotiations, whether oral or written. This Agreement cannot be amended, supplemented, modified or changed in any way without the prior written consent of both parties. This Agreement shall be binding upon all parties and their respective estates, heirs, successors, and permitted assigns.

If the above correctly sets forth the terms and conditions of our agreement, please indicate your approval below and return a copy to InteractiveIntermediaries.com, Inc.

Accepted and Agreed this ____ day of _____, 2004.

Accepted and Agreed this ____ day of _____, 2004.

x _____

x _____

George C. Bavin – President
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