

SPLIT FINDERS FEE AGREEMENT



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Carson City, Nevada 89703-4121
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THIS SPLIT 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. herein after referred to as III and [MEDIATOR] with an equal 50/50 equity split herein after referred to as "FINDERS", with regard to a proposed or contemplated "Transaction" between the parties.

Section 1: Appointment as Finder

The Company hereby authorizes "FINDERS" as a "Finder" as described in section 4 of this agreement, on a non-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 Sellers introduced by "FINDERS" to the Company. The Company shall retain the sole and exclusive right to accept or reject any proposed Transaction without any liability to "FINDERS" for rejection thereof.

Section 2: Identifying Transactions

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

Section 3: Consideration by Compensation

a. If a Transaction is consummated within 24 months after execution of this Agreement, then "FINDERS" shall be entitled to compensation of a cash fee by the Company as follows:

Consideration of the Transaction	Percentage
Of the first million dollars (\$1,000,000 U.S.) is	5%
Of the second million dollars (\$2,000,000 U.S.) is	4%
Of the third million dollars (\$3,000,000 U.S.) is	3%
Of the fourth million dollars (\$4,000,000 U.S.) is	2%
Of the five million dollars (\$5,000,000 to \$25,000,000 U.S.) is.	1%
Of the twenty-six million dollars (\$26,000,000 to \$100,000,000 U.S.) is	0.5%
Of the hundred million dollars (\$100,000,000 + U.S.) and over is	0.25%

If the Consideration of the Transaction is less than one million dollars then the minimum fee to be paid to "FINDERS" is fifty thousand dollars (\$50,000 U.S.).

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 Company to the Seller 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 Seller are consummated by the Company following the initial Transaction then "FINDERS" 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 Seller, shall last for a period of two (2) years.

c. "FINDERS" agrees that the sole compensation for his activities as a Finder shall be the fees set forth in section 3 (a) and (b) above. "FINDERS" 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.

Section 4: Acting as Finder Only: Duties

a. It is understood that "FINDERS" 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 "FINDERS" to become licensed as a securities, business, insurance, investment, or real estate; broker, agent, dealer, or advisor. "FINDERS" will not engage in any negotiations whatsoever on the behalf of the Company or the "BUYERS nor will "FINDERS" provide you information which may be used as a basis for negotiations. "FINDERS" will have no responsibility, nor will "FINDERS" make recommendations, concerning the terms, conditions or provisions of any agreement between the Company and the Seller, 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 "FINDERS" and Company. The duties of "FINDERS" as Finder shall include the introduction of the Seller to the Company. There are no other services that "FINDERS" is required to perform to be entitled to the above Compensation in the event a Transaction is consummated by the Company and the "BUYERS".

Section 5: Confidential Information

"FINDERS" agrees that no information deemed confidential by Company will be released by "FINDERS" 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 "FINDERS" pertaining to the Company shall be true and correct; and the Company shall hold "FINDERS" 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 Republic of Panama, 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 country. 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 me.

Accepted and Agreed this ____ day of _____, 2004.

Accepted and Agreed this ____ day of _____, 2004.

x _____
InteractiveIntemediaries.com, Inc. ("FINDERS")

x _____

x _____
_____ ("FINDERS")

x _____

