

3iC LLC

1461 A First Avenue, # 360, New York, NY 10021-2209, USA

FINANCIAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") - dated as of the effective date reported in the Signature Section of page 3 - is entered into by and between **3iC LLC**, dba Help-Finance.com (referred to as "**3iC**") , and the person itself and/or the entity described in the Signature Section of this Agreement (hereinafter "**Client**") in relation to the project designated in the Project Summary Section of this Agreement.

ART. 1: REFERRALS

Client desires to engage 3iC as a consultant for the purpose of obtaining financing for its project. 3iC may refer Client to prospective Investors ("Investors"), including but not limited to Equity or Debt Investors and Strategic or Commercial Partners. In considerations for prospective Investors that 3iC refers to the Client, with which the Client closes an investment or business transaction successfully, the Client will pay 3iC a **Broker Commission**. Referral by 3iC shall be deemed to have been duly served when personally delivered, or, if transmitted by Telefax, electronic or digital transmission when success of transmission is confirmed by transmission records or success of transmission is a confirmed email by Client.

ART. 2: BROKER COMMISSION

The amount of the Broker Commission shall be calculated as a percentage of the transaction's gross proceeds according to the schedule set forth below:

Total Transaction Gross Proceeds	Broker Commission Schedule
For amounts up to 5,000,000	2.50% (two and half percent points), <u>plus</u>
For amounts from 5,000,000 to 10,000,000	2.00% (two percent points), <u>plus</u>
For amounts from 10,000,000 and above	1.50% (one and half percent points)

ART. 3: PAYMENT OF BROKER COMMISSION

The Broker Commission shall be due and payable at first disbursement of Funds at closing, or subsequent installments of disbursements until total complete funding has occurred per transaction.

ART. 4: CLIENT RESPONSIBILITY FOR PROTECTION 3iC BROKER COMMISSION

In the event that proceedings are initiated, Client will be responsible for entering into a Preliminary Funding Agreement with referred Investors which will state the terms of the transaction and of the Broker Commission to be paid in the event the transaction is closed successfully. In the event of closing, Client will immediately inform 3iC of the scheduled date for the closing and will provide a detailed account of commissions and fees to be paid, including fees due to 3iC. 3iC will advise Client of bank account or accounts where 3iC wishes to receive its commission beforehand upon advice by Client of schedule disbursement of funds, otherwise Client will send the check(s) via international mail to 3iC address.

ART. 5: CLIENT RESPONSIBILITY FOR KEEPING 3iC INFORMED

Client will provide copy of the Terms Sheets, Preliminary Funding Agreement, Letter of Intent or Interest, Loan Commitment, Loan Closing and any other documents materially relevant to the transaction to 3iC immediately upon receipt from referred Investors. At all times during transaction proceedings Client will keep 3iC informed by telefax, electronic or digital transmission of communications materially relevant to the transaction and will use reasonable efforts to cause Investors to do the same.

ART. 6: NON DISCLOSURE AND NON CIRCUMVENTION

In consideration of the mutual promises contained herein, the undersigned parties intending to be legally bound, together with all assigns, our associates, all agents, affiliated companies, hereby irrevocably agree: not to circumvent, avoid or by-pass each other, either directly or indirectly to contact the Lender(s), or to avoid payment of fees, commissions or other benefits, either financial or otherwise, in a corporation, trust partnership, or any other entity, either in connection with this project or any other addition(s), renewal(s), extension(s),

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rollover(s), amendments, re-assignments, or otherwise relating to this project or any other projects which the parties to this agreement shall be signatories.

not to disclose or otherwise reveal to any third party, any confidential information provided by others, and particularly concerning Lenders, sellers, borrowers, buyers, or other names and addresses, telex, facsimile, telephone numbers or any other means of access thereto, including bank information code references, privileged information without formal written consent of the other parties to this agreement;

to accept that all International Chamber of Commerce (“ICC”) non-circumvention rules and provisions are in effect and shall apply to all parties to this agreement and to every transaction entered into, and that such ICC rules and provisions are binding on all parties, including but not limited to employees, associates, assigns, designees, and third parties for the period of this agreement and any extensions thereof, from the date hereto.

ART. 7: LIMITATION OF SERVICES.

This Agreement relates solely to 3iC’s services rendered in providing Client with referral to Investors that have shown interest in its project . There are no additional services that 3iC is required to perform to be entitled to the broker’s commission detailed in above Art. 2 in the event an investment is made. 3iC will not engage in any negotiations whatsoever on behalf of either Client or Investors, nor will I provide information which may be used as a basis for such negotiations. 3iC will have no responsibility for, nor will make recommendations, concerning the terms, conditions or provisions of any agreement between Client and Investors, or the manner or means of consummating the transaction. Additionally, 3iC represents that it is not a licensed securities broker or dealer, or investment advisor, and that this Agreement is not intended for the purpose of buying, selling, or trading securities., or offering counsel or advice with respect to any of such activities. Client agrees that the onus of due diligence on Investors introduced by 3iC is its responsibility and henceforth hereby agree to indemnify and hold harmless 3iC and its officers, employees, agents and affiliates from any loss, liability, damage or costs, including court costs and attorney’s fees, that may incur due to 3iC’s referral.

ART. 8: TERM AND TERMINATION

The term of this agreement shall be a perpetuating guarantee for FIVE (5) years from the date affixed above and is to be applied to any and all transactions, present, and/or future, or the life of the current project(s), transaction(s), addition(s), renewal(s), extension(s), rollover(s), amendment(s), renegotiating(s), new contract(s), or third party assignment(s).

ART. 9: APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of New York State.

ART. 10: CONTROVERSY RESOLUTION

Any controversy or claim arising out of, or breach of this agreement, and which shall not be settled by arbitration in accordance with the rules of the International Arbitration Association or any legal entity having jurisdiction over the matter, shall be subject to the laws of New York State.

ART. 11: MISCELLANEOUS PROVISIONS

None of the parties hereto shall act or have the power to act for the other in any respect whatsoever, and the relationship between the parties hereto shall be deemed to be that of independent contractors and neither party has any authority to commit or bind the other party in any manner whatsoever.

This Agreement and any of the terms hereof may not be disclosed to or relied upon by any party other than the parties hereto.

This Agreement, and the rights and obligations of may not be assigned without the prior written consent of both parties.

This Agreement contains the entire agreement between the parties, and all prior agreements, whether oral or written, are merged herein.

Initials by 3iC:



Initials by Borrowing Entity _____

Complete Project & Signature Section, sign and send via fax or in .pdf format to:

+39 06 233 231 988

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This Agreement may not be amended, altered or changed in any way except by a writing executed by the parties hereto. The invalidation or unenforceability in any particular circumstance of any of the provisions of this Agreement shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Parties agree that Fax and Portable Document Format (PDF) versions of this Agreement shall be legally binding.

PROJECT SUMMARY SECTION *(type or write in capital letters)*

Project Title:	
Location:	
Amount being raised:	

IN WITNESS WHEREOF, **3iC** and **Client** have executed and delivered this Agreement through their duly authorized representatives to be effective the date first above written.

SIGNATURE SECTION

<p>FOR 3iC Giovan Battista Cozzone, CEO</p> <p>3iC LLC <u>Registered Office:</u> 1461 A First Avenue, # 360, New York, NY -10021-2209, USA <u>Main Operating Office:</u> Via Val Trompia 108, 00141, Roma, Italy Phone: +39 (347) 782 9440 Fax: +39 (06) 233 231 988 Email: loans@help-finance.com</p> <p>Signature: </p>	<p>FOR Client (type or write in capital letters) Name & Title:</p> <p>Company: Address:</p> <p>Phone: Fax: Email:</p> <p>Signature</p> <p>EFFECTIVE DATE:</p>
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Initials by **3iC**: 

Initials by Borrowing Entity _____

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