

## FINDERS AGREEMENT

This Finder Agreement (the “Agreement”) is entered into and effective as of \_\_\_\_\_, 2023, by and between Wytec International, Inc., a Nevada corporation (the “Company”), and \_\_\_\_\_, an individual (“Finder”).

### RECITALS

This Agreement is entered into with reference to and in contemplation of the following facts, circumstances, and representations:

- A. The Company desires to obtain capital for its operations through the sale of its securities in the form of convertible debt into common stock and related warrants to purchase common stock (collectively, the “Securities”).
- B. The Securities are being offered in a private placement (the “Offering”) to accredited investors only, as defined under Rule 506 (c) of Regulation D promulgated under Section 4(a)(2) of the Securities Act of 1933, as amended, pursuant to disclosure documents provided by the Company (collectively, the “Memorandum”).
- C. The Finder may, or may not, have a pre-existing business relationship with prospective investors interested in purchasing the Securities from the Company.
- D. Prospective accredited investor have confirmed they are accredited under the definition provided on the Company’s website [Accredited Investor](#) and completing the [Company’s Form Page](#) through its online information Form prior to any contact by the Company.

### 1. DEFINITIONS

**1.1 “Trade Secrets ”** shall mean knowledge and information, whether oral or in writing, pertaining to the following: (i) all intellectual property, proprietary rights, technology, designs, ideas, campaigns, promotions, configurations, specifications, components, methodology and any other knowledge or information pertaining to all products or services developed, under development, or produced, presented, or created (in whole or in part) by the Company or any of its subsidiaries, agents or affiliates (collectively the “Products & Services”); (ii) procedures and techniques pertaining to the development, production, marketing or sale of the Products & Services; (iii) existing and proposed clients, investors, licensees, licensors, consultants, employees, suppliers, customers, and business relationships and arrangements of the Company; (iv) existing and proposed business relationships of the Company, including without limitation the existence of, or proposed relationships with agents, affiliates, customers, suppliers, investors, licensors, licensees, researchers, consultants, and employees; and (v) similar information relating to any aspect of the Company’s business.

**1.2 “Business Plans ”** shall mean all information pertaining to the current or proposed organization or operation of the Company including, but not limited to records such as charts or summaries indicating employee and consultant supervisory relationships; areas of employee and consultant responsibility or expertise; records of corporate director and shareholder meetings, communications between, to, or from, Company and its legal counsel; current or proposed employee and consultant relationships or compensation including

prospective officers, consultants and directors; current or proposed financing and banking arrangements, including private securities offerings or joint venture arrangements; past or proposed business acquisitions; current or proposed Products & Services, and all information pertaining to research and development thereof; and current or proposed marketing plans and market segment information.

**1.3 “Documents ”** shall mean any physical or digital material received by the Finder from the Company, which shall be deemed to be the Confidential Information of the Company unless it is already public knowledge or known by the Finder through a source other than the Company who did not have a duty of confidentiality to the Company.

**1.4 “Confidential Information”** shall mean collectively, the Trade Secrets, the Business Plans, and all information contained in or represented by the Documents, and all oral information in those categories.

## **2. CAPACITY AND SERVICES OF FINDER**

The Finder may perform the following services for the Company:

**2.1 Introductions.** On the date of this Agreement, and from time to time thereafter, the Finder may submit the names of prospective investors. Within three business (3) days after receipt of such names of prospective investors, the Company shall identify in writing to the Finder the names which have not already contacted or been contacted by or on behalf of the Company regarding a potential investment in the Securities being offered pursuant to the Memorandum (the “Qualified Prospects”). Accordingly, the Finder will be recognized as the referring source in any purchase of the Securities pursuant to the Offering completed on behalf of the Company with any of the Qualified Prospects. The Finder shall only be entitled to a fee hereunder with respect to Qualified Prospects which have been so identified by the Company.

**2.2 Qualified Prospects.** This Agreement does not constitute an agreement or commitment (express or implied) on the part of the Company to enter into or engage in any sale of the Securities pursuant to the Memorandum and nothing in this Agreement shall prevent the Company from abandoning or otherwise electing not to proceed with any sale of the Securities pursuant to the Offering. The Company shall have final authority to make all decisions with respect to any proposed sale of the Securities pursuant to the Offering involving any Qualified Prospect.

**2.3 Covenants of Finder.** The Finder will not, under any circumstances, engage in negotiations of the prospective investment or the terms of any agreement with Qualified Prospects or any other prospective investor, discussing the risks and merits of the investment or transaction, or for structuring, advising, assisting with due diligence or otherwise providing any services in connection with the Offering beyond using the Finder’s best efforts to introduce to the Company one or more Qualified Prospects.

**2.4 No Agency Relationship.** This Agreement does not create any agency relationship between the Company and the Finder, and the Finder accordingly has no power to enter into any agreement or incur any obligation on behalf of the Company. The Finder is not and shall not be deemed to be the Company’s agent, and the Company shall not be bound by or liable for any representations made by the Finder concerning any securities of the Company purchased or considered by a Qualified Prospect.

**2.5      Nonexclusivity.** This Agreement is nonexclusive, and the Company may retain the services of other finders.

**2.6      Scope of Services.** The services to be performed by the Finder under this Agreement shall consist only of the introduction of new prospective investors to the Company who are not already known by the Company. The Finder has not and will not advise, assist, or otherwise participate in any way in the negotiation, purchase, or sale of any Securities, nor will the Finder hold or handle any of purchaser's funds for the purchase of the Securities.

**2.7      Indemnification of the Company.** The Finder agrees to indemnify and hold the Company harmless from any and all liabilities, claims, actions, causes of action or suits against the Company, its officers, directors, agents, owners, affiliates, or employees as a result of any acts of the Finder in the performance of the Finder's duties under this Agreement, or as a result of any breach of this Agreement by the Finder.

**2.8      No Violation of Law.** The Finder agrees that the Finder will not violate any state or federal laws, rules or regulations in the performance of the Finder's duties and covenants under this Agreement. The Finder represents, warrants, and confirms that the Finder is not in the business of being a finder of investors. The Finder represents and warrants that the Finder has no orders, actions, judgments or findings relating to the Finder that would cause the Finder to be deemed to be a "bad actor" under Rule 506(d) of Regulation D promulgated under Section 4(a)(2) of the Securities Act of 1933, as amended (the "Act"), or under Rule 262 of said Act.

### **3.      CONFIDENTIALITY - NONCIRCUMVENTION**

The Finder acknowledges and agrees that the mailing information, phone and facsimile numbers, email addresses, and other information for investors and prospective investors and lenders referred to the Company or its affiliates by the Finder shall be treated as Confidential Information. The Finder will not circumvent the Company with respect to, nor conduct any other business outside the Company with, any Qualified Prospect or other third party whose identity is part of the Company's Confidential Information without the Company's prior written consent. Furthermore, the Finder shall not disclose such Confidential Information to any third parties or utilize it except for the benefit of the Company, and never without the Company's prior written approval. The Confidential Information shall remain the property of the Company and upon termination of this Agreement for any reason, shall immediately be returned to the Company.

### **4.      COMPENSATION TERMS AND CONDITIONS**

**4.1      Compensation.** In consideration for providing the services described herein, the Company agrees to pay the Finder compensation in the form of the fee as set forth in Schedule A of this Agreement.

**4.2      Limitations on Compensation.** The Finder's compensation payable pursuant to this Agreement is specifically limited to the current offering of Securities and does not relate to any other offer or sale of securities by the Company.

**4.3      Method of Payment.** Any Finder's fees resulting from this Agreement shall be payable directly to the Finder. The Finder's fee shall be paid to the Finder within five (5)

business days after the acceptance of the subscriber by the Company as a purchaser of the Securities, and clearance of subscription funds into good funds.

**4.4 Term of Agreement.** This Agreement will commence on the date first above written and will terminate upon written notice by either party to the other party for any reason or no reason. The Finder will be entitled to compensation in accordance with this Agreement for Qualified Prospects introduced by it to the Company during the term of this Agreement, who purchase Securities from the Company.

## **5. GENERAL PROVISIONS**

**5.1 Governing Law.** This Agreement, and any and all claims and disputes arising out of or relating to this Agreement, shall be governed by and construed under the laws of the State of Texas, without reference to principles of conflict laws, and the venue for any legal proceedings under this Agreement will be in the appropriate forum in the County of Bexar, State of Texas.

**5.2 Survival of Representations.** All agreements, representations, and warranties in this Agreement, or made in writing by or on behalf of the Company or the Finder in connection with the transactions contemplated by this Agreement, shall survive the execution and delivery of this Agreement.

**5.3 Successors and Assigns.** Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding on, the successors, assigns, heirs, executors, and administrators of the parties to this Agreement. No assignment of this Agreement may be made by the Finder at any time without the prior written consent of the Company.

**5.4 Intended Beneficiaries.** Subject to the provisions of this section, nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

**5.5 Entire Agreement.** This Agreement and the other documents delivered under it constitute the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement and those documents, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties.

**5.6 Severability.** If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired by that invalidity, illegality, or unenforceability.

**5.7 Counterparts.** This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one agreement.

**5.8 Headings.** The various headings of this Agreement are for convenience of reference only, shall not affect the meaning or interpretation of this Agreement, and shall not be considered in construing this Agreement.

**5.9 Amendments.** Except as specifically provided in this Agreement, this Agreement or any of its terms may only be amended, waived, discharged, or terminated in writing signed by all parties to this Agreement.

**5.10 Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the earlier of (1) when personally delivered to the party to whom the notice or communication is to be given, or (2) if mailed, on the third day after mailing, or (3) if e-mailed or faxed, upon actual receipt. Mailing shall be by first-class mail, postage prepaid, and addressed to the addresses sets forth below on the signature page of this Agreement.

**5.11 Expenses.** Each party will pay the fees, expenses, and disbursements of its counsel in connection with this Agreement and any amendments or waivers under or in respect to this Agreement.

**5.12 Attorneys' Fees.** In the event that either party must resort to legal action in order to enforce the provisions of this Agreement or to defend such suit, the prevailing party shall be entitled to receive reimbursement from the non-prevailing party for all reasonable attorneys' fees and all other costs incurred in commencing or defending such suit, in collecting any amounts owed hereunder, or in enforcing this Agreement or any judgment rendered in connection with this Agreement.

**5.13 Injunctive Relief.** Each party acknowledges that it would be impossible to measure in money the damages to the other party if there is a failure to comply with any covenants or provisions of this Agreement, and agrees that in the event of any breach of any covenant or provisions, the other party to this Agreement will not have an adequate remedy at law. It is therefore agreed that the other party to this Agreement who is entitled to the benefit of the covenants or provisions of this Agreement which have been breached, in addition to any other rights or remedies which they may have, shall be entitled to immediate injunctive relief to enforce such covenants and provisions, and that in the event that any such action or proceeding is brought in equity to enforce them, the defaulting or breaching party will not urge as defense that there is adequate remedy at law.

**5.14 Waivers.** If any party shall at any time waive any rights hereunder resulting from any breach by the other party of any of the provisions of this Agreement, such waiver is not to be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which such party is entitled under this Agreement or otherwise.

**5.15 Finder is Independent Contractor.** The Finder is at all times an independent contractor with respect to the Company and not an employee, partner, agent, or co-venturer of the Company. Except as set forth herein, the Company shall neither have nor exercise control or direction over the operations of the Finder, and the Finder shall neither have nor exercise any control or direction over the operations of the Company or any employees, agents or

subcontractors hired by it. Each party hereto shall refrain from making any representation tending to create an apparent agency, employment, partnership, or joint venture relationship between the parties. Neither the Finder nor any of the Finder's employees, agents or subcontractors shall have any claim against the Company for any compensation or remuneration other than as specifically provided in this Agreement. The Finder further waives and agrees to indemnify the Company against any claims for vacation pay, sick leave, retirement or pension benefits, social security contributions, worker's compensation insurance or benefits, disability or unemployment benefits, welfare and pension benefits and obligations of the Finder under the Employee Retirement Income Security Act of 1974, or other benefits of any kind customarily afforded to any employee. The Finder acknowledges that the Finder is aware of the Finder's obligations to pay payroll, self-employment, income, license, franchise, and other taxes relating to the Finder's employees, if any, and the Finder agrees to pay all such taxes as required by law.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first above written.

**COMPANY:**

**Wytec International, Inc.**

By: \_\_\_\_\_  
William H. Gray, President

**FINDER:**

\_\_\_\_\_

## SCHEDULE A

### Finder's Compensation Schedule

Compensation to Finder's Fee Participants will be issued in the following form for services rendered:

Finder will be paid compensation as described below upon Company receiving a minimum subscription of \$25,000 in the Company's current Offering more fully described at [Wyttec 9.5% Convertible Secured Note Program](#).

<b>Funds Received (Range)</b>	\$25,000 to \$50,000	\$51,000 to \$100,000	\$101,000 to \$150,000	\$151,000 to \$250,000	\$251,000 to \$500,000	Over \$501,000
<b>Average Funds</b>	<b>\$37,500</b>	<b>\$75,500</b>	<b>\$125,500</b>	<b>\$200,500</b>	<b>\$375,500</b>	
<b>Shares Earned</b>	<b>1,250</b>	<b>2,000</b>	<b>3,500</b>	<b>5,500</b>	<b>10,000</b>	<b>15,000</b>
<b>Cash Earned</b>	<b>\$750</b>	<b>\$1,500</b>	<b>\$3,000</b>	<b>\$4,500</b>	<b>\$6,000</b>	<b>\$7,500</b>

Note: Shares earned will be tradeable upon the filing of the Company's S-1 Registration scheduled upon completion of its \$10M Convertible Secured Note. Cash Compensation will not be paid on any investment less than \$25,000.