
FINDER'S FEE AGREEMENT

This agreement dated: _____

BETWEEN: _____ **(Corp. or Individual)**

Street

City

Postal (the "Finder")

AND: **RIMFIRE iMEDIA (VCC) CORP.**
Suite 320, 1090 Homer Street
Vancouver, British Columbia
Canada V6B 2W9 (the "Business")

WHEREAS:

- A. The Business is a corporation registered under the Small Business Venture Capital Act of British Columbia for the purpose of raising venture capital for start-up business in the interactive digital media field;
- B. The Business is marketing securities under National Instrument 45-106 during the upcoming 2007 Season, which qualify for RRSP contribution plus an addition 30% Tax Credit for recovery of up to 73% of the investment amount for the 2007 Income Tax year;
- C. The Business wishes to appoint the Finder as its non-exclusive agent to secure investment in the Business from persons, corporations and/or investment funds tha;
- D. The finder has agreed to secure investment in the Business on a best-efforts basis.
- E. The Business represents and warrants to the Finder that:
 - a) it is a valid and subsisting corporation duly incorporated and in good standing under the laws of its jurisdiction of incorporation;
 - b) it is not a reporting Issuer in its jurisdiction, and all securities are sold exclusively in British Columbia under Offering Memorandum or alternate Exemptions;
 - c) it will reserve or set aside sufficient Shares in its treasury to issue the shares, and all such Shares will upon issuance be duly and validly issued as fully paid and non-assessable;
 - d) the issue and sale of the shares by the Business does not and will not conflict with, and does not and will not result in a breach of, any of the terms of its incorporation documents or any agreement or instrument to which the Business is a party;
 - e) this Agreement has been or will be by the closing of the issuance of the shares, duly authorized by all necessary corporate action on the part of the Business.

NOW THEREFORE THE PARTIES AGREE:

1. The Business hereby appoints the Finder and the Finder accepts the appointment as non-exclusive agent until the final closing of the above referenced offering to solicit sales in the Business from persons, corporations, and/or investment funds (the "Investor"). The term may be extended upon mutual consent by both the Finder and the Business.
2. The Business agrees to pay to the Finder a finder's fee commission (the "Fee") of 10.00% of the gross proceeds of the financing subscribed for by the Investors, payable in cash. The fee is subject to the BC Securities Commission policy, and is payable/issuable during the term of this agency, resulting from any Investment secured in the Business by the Finder.
3. The Business shall pay the Fee by a certified cheque to the Finder.
4. The Business agrees that it will advise the Investor of this Agreement and the Fee contained herein either by the way of disclosure within the Subscription Agreement. In addition to this, the Investor will be required to agree and sign an "Risk Acknowledgement" form.
5. Each of the parties will upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.
6. Wherever the singular or masculine is used throughout this Agreement, the same shall be read as a plural, feminine or body corporate as the contexts may require.
7. This Agreement shall ensure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and permitted assigns.

GENERAL TERMS and CONDITIONS:

- A. **Expenses** - The Agent shall be solely responsible for expenses associated with activities associated with securing Investors.
- B. **Commencement** - This agreement shall begin on the date entered preceding.
- C. **Non-disclosure** - The terms of this agreement are confidential and shall not be disclosed to any third party on other than on a need-to-know basis.
- D. **Term** - This Agreement shall terminate on the earlier of Rimfire selling out its 2007 Allocation, the Equity Capital Fund being sold out, or November 30, 2007
- E. **Termination** - This agreement may be terminated:
 - a) by mutual agreement at the request of either party.
 - b) by the company without notice, for cause.
 - c) by the Agent on 30 days notice without stated reason.

d) by the company on 30 days notice where the circumstances of the company change so that the function is no longer needed; or other events necessitate termination.

e) where this agreement is terminated, all compensation and rewards earned to the date of termination will be due the Agent under the terms of this agreement.

f) where such compensation or other elements of termination cannot be agreed upon by the Company and the Agent, the issue will be submitted in writing for arbitration in a first and final offer format by a mutually agreed upon arbitrator.

F. **Assignment** - This agreement, being of a personal nature, is not assignable by you or by the Company.

G. **Amendment** - This agreement may be amended from time-to-time by mutual agreement and as required by the evolving status of the Company.

H. **Whole Agreement** - This contract constitutes our whole agreement for contracted employment services.

I. **Law** - The law of the Province of British Columbia shall apply to this agreement.

Signed in _____ on the _____ day of _____, 2007.

AGENT

Per: _____

Print Name & Title of Signing Officer

RIMFIRE iMEDIA (VCC) CORP.

Per: _____

Print Name & Title of Signing Officer