

Regulation D Resources Enterprises, Inc. Offering Preparation Services Agreement

This Agreement (“Agreement”) is made by and between Regulation D Resources Enterprises, Inc. (“RDR” or “Regulation D Resources”) having an address at 7333 West Jefferson Ave., Suite 225, Lakewood, Colorado 80235 and the Client company engaging the services of RDR (“Client” or “Customer”). Engagement and utilization of the services offered by Regulation D Resources shall constitute your complete acceptance and agreement with the following terms of service:

WHEREAS, RDR is in the business of providing business consulting and advisory services related to the preparation of Regulation D exempt private placement offerings; and

WHEREAS, Client has requested RDR’s consulting services in assisting Client to develop a Regulation D exempt private placement offering or offerings for its business or affiliated businesses; and

WHEREAS, RDR shall provide certain services to assist the Client in the preparation of its planned securities offering(s) including certain consulting and assistance with drafting of certain offering related documents including, but not limited to; a Private Placement Memorandum; (hereinafter the “Offering Documents”); and

WHEREAS, Client is desirous of engaging utilization of RDR’s advisory services, related resources and deliverables in order to facilitate Client’s planned undertaking of a private placement offering; and

WHEREAS, RDR is agreeable to providing its Services to the Client.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. Delivery of Information.

Client shall provide to RDR such information as Client deems relevant to permit RDR to assist in development of the relevant Offering Documents as described herein. RDR assumes no responsibility for the accuracy of information provided by the Client for use in the Offering Documents and RDR shall not engage in the verification or vetting of any information provided by the Client for use in the Offering. It is the Client’s responsibility to provide sufficient time for the preparation of the Offering Documents. Preparing an offering can take on average 5-6 weeks or longer depending on the quality of content provided by the Client and the complexity of the transaction. RDR is not responsible, and Client hereby indemnifies and holds RDR harmless for any expenses, negative operational impacts, or financial loss that may occur due to the preparation timeframe associated with the Offering. It is the sole responsibility of the Client to provide all RDR requested data and information, in a timely fashion,

in a format acceptable to RDR, and such that RDR deems necessary for delivery of the Services rendered.

2. Delivery of Services.

RDR shall provide to the Client an appropriate level of consulting related to offering structure and other offering formation issues. RDR shall also, subject to the Client providing the relevant corporate information, assist the Client in developing the relevant Offering Documents including but not limited to:

- A Private Placement Memorandum Disclosure Document
- Subscription Agreement
- Investor Suitability Questionnaire
- Warrant Agreement (if applicable)
- Term Sheet

Delivery of document deliverables will be in the form of an electronic file or files in Adobe PDF format. RDR does not provide source files to Client. While RDR can advise on printing of the materials, RDR does not engage in in-house printing services nor does RDR deliver printed versions of the documents to Client. It is the Client's responsibility to ensure accuracy and legality of content in the offering documents prior to print.

Document deliverables are provided under license from RDR to Client and may not be utilized for any other purpose other than execution of the Client's single Regulation D offering. RDR retains the right to rescind the license should Client utilize the resources or deliverables for any other additional client offering or for an offering executed by another entity other than the Client.

RDR does not engage in the drafting of certain internal corporate operating documents including LLC operating agreements, corporate bylaws, certificates of designation, and limited partnership agreements. It is the Client's responsibility to ensure all related internal corporate documents that may be affected, impacted, and/or required by the securities offering are modified and/or drafted properly to accurately reflect the terms of the offering and the operation of the Client's company.

RDR is not licensed to practice law and shall specifically refrain from providing any legal services with respect to the development of the aforementioned offering documents or Client's planned Regulation D offering. Consulting and services provided by RDR should not be considered or construed as legal advice or legal services and use of RDR's services should not be considered by the Client a substitute for proper legal advice. The Client hereby agrees that they shall assume and maintain master responsibility for the final authorship, legality, and ownership of all offering document content that RDR may assist Client with developing that is, in applicable jurisdictions, deemed a legal document, legal contract, or legal agreement.

RDR shall also provide to the Client consulting related to the creation of a Securities and Exchange Commission ("SEC") EDGAR account and also provide review services related to the SEC Form D filing and the filing process. RDR shall also provide the Client

access to RDR's online Client Resource Center wherein the Client can obtain support and resources related to State Blue Sky filings and also access certain third party resources related to potential investment and promotion of the Client's offering. It is the Client's sole responsibility to remain in compliance with all applicable State and Federal securities laws.

3. Accuracy of Information Responsibility of Client.

Client agrees to and is responsible for a review of all information in the Offering Documents prior to use and shall be responsible for any legal review necessary to ensure legality of use by Client. Client is responsible for reviewing and ensuring the accuracy of documentation content prior to printing of the PPM document.

RDR does not verify or engage in vetting of the data provided by Client and therefore provides no warranty as to the accuracy of that data as disclosed and utilized in the Offering Documents.

4. Fees Payable To RDR.

For the work to be performed hereunder, Client agrees to pay to RDR a \$7,000.00 Services Fee utilizing the following fee payment schedule:

Upon execution of this Agreement and engagement of RDR services, a one-time engagement fee of \$3,500.00 for each private placement offering developed for the Client or affiliated businesses; and

A second and final installment payment of \$3,500.00 due, payable, and processed either;

- (a) 30 days from the date of the Retainer payment or;
- (b) upon the Client declaring the Private Placement Memorandum document developed by RDR is final and paid prior to RDR delivering a non "draft" watermarked PPM file to Client, whichever comes first.

For Clients that purchase RDR services with a credit card the processing of the second installment payment will automatically occur on the 30th day from payment of the engagement fee. By engaging our firm you are hereby authorizing the processing and payment of the second installment payment upon retaining our services. Clients who pay the engagement fee by check or bank wire will be contacted prior to the 30th day date to arrange payment for the second installment.

Client agrees to and authorizes the second payment which will be processed on the original credit card unless otherwise directed by the Client at the time of engagement of our services. Client hereby agrees and understands that the payment of the second installment payment is not subject to completion of the Private Placement Memorandum drafting or any other offering preparation performance benchmark. Client hereby understands and agrees that by engaging RDR for services RDR will be assigning staff

to work on the Client's behalf to provide the services rendered under this Agreement. RDR's internal policies limit the number of clients that can be assigned to RDR staff to ensure each Client is provided quality and timely services. Therefore, by engaging RDR the Client agrees that the timing and processing of the second installment payment is not dependent on progress related to preparation of the offering. Should the Client delay in providing needed information to RDR for development of the offering and related documents, the second installment payment shall still be due, payable, and tendered to RDR on the due date referenced above as the Client is occupying talent bandwidth at RDR that could be deployed to service another Client.

Regulation D Resources is not required to provide notice that the payment is being processed. A receipt will be provided to the Client after the payment has been processed. RDR may impose a \$500.00 re-activation fee for any Client account that has not reached the point of offering execution and has been deemed inactive by RDR for a period of more than six (6) months.

RDR retains the right to withhold the delivery of any final deliverables until the second installment payment has been remitted.

Refund Policy:

Refunds will be considered on a case by case basis, at the sole discretion of RDR, and dependent on the work completed on the client file and time investment at the time of the refund requested.

5. No Warranty for Success.

Client further understands and agrees that RDR does not warrant or guarantee that Client will be able to attract third-party investor participants using the private placement offering and related Offering Documents. RDR does not provide any assurance or warranty of successful capital formation using the private placement offering prepared by RDR for the Client.

Regulation D Resources does not provide any assurance or guarantee that any securities will be sold or purchased using the distribution, broker-dealer, and investor resources provided via Regulation D Resources service provider referrals. Contact information for any service providers or other related resources is deemed accurate but not guaranteed. It is the Client's responsibility to ensure any use of third party resources is in compliance with Federal and State securities laws. It is the Client's sole responsibility to engage in contractual agreements with referred vendors of RDR and Client hereby agrees to indemnify and hold RDR, its officers, directors, employees, attorneys and agents, harmless from any and all loss, claim or expense, including attorneys fees, resulting from engagement of services provided by any third party RDR referred vendors or service providers.

RDR does not engage in the promotion of the private placement offering on behalf of the Client. It is the Client's sole responsibility to engage in execution of the offering, interaction with potential investors or service providers, and execute any State or Federal filings that may be required in executing and closing the offering. RDR is not licensed as

a broker-dealer of securities and RDR does not engage in any activity or services that would constitute activity representative of a broker-dealer.

RDR retains the right to require the execution of a non-compete agreement between RDR and Client as a condition of allowing the Client access to RDR's resources and services.

6. Client Assumes the Sole Obligation to Comply with Securities Laws.

Client hereby agrees that the Client is solely responsible for compliance with all Federal and State securities laws that may be applicable to the execution of the Offering. Further, if the Client is executing an investment fund it is the Client's sole responsibility to ensure they are in compliance with all State and Federal rules that may apply to licensure and/or approvals of a Fund Manager or Fund Management Entity to operate and manage the fund.

7. Disclaimer by RDR.

RDR is not licensed to practice law, nor licensed as a securities broker, nor licensed as an investment adviser, and all business consulting advice provided under the terms of this Agreement and/or contained in the Offering Documents provided, are not to be deemed the rendering of legal advice, legal services, or investment advice. Client specifically agrees to consult directly with its own legal counsel and financial advisers, at its own expense, during the development and execution of the offering and development of the Offering Documents as to all legal or tax related issues that may pertain to;

(i) the execution of the Offering;

(ii) language and content contained in the Offering Documents, related exhibits and agreements and;

(iii) review of any documentation provided by RDR to ensure legality and suitability prior to use by Client.

8. Indemnity.

Client hereby agree to indemnify and hold RDR, its officers, directors, employees, attorneys and agents, harmless from any and all loss, claim or expense, including attorneys fees, resulting from Client's breach of any provision of any State and/ or Federal securities laws, and/or as a result of any material misstatement or omission of fact contained in the Offering Documents or separately made by Client to anyone, or any material omission or failure of disclosure by Client in the Offering Documents. RDR reserves the right to have the Client execute a specific and separate release of liability should Client decide to execute a "high risk" offering. A high risk offering would include, but not be limited to, selling securities to non-accredited investors, providing disclosure below RDR recommended level, or executing an offering with no minimum offering amount. RDR retains the sole right to determine, in its discretion, if an offering

is deemed "high risk".

Further, Client hereby agrees to utilize certain indemnity and release language that RDR may require in offering subscription documentation that requires the investors for securities in the Client's offering to release RDR from any liability or legal action related to the offering and/or the investor's investment in the Client company. The license provided under this agreement for the Client to utilize RDR services and any offering documentation prepared by RDR will be immediately suspended if the aforementioned release language is removed or not utilized in the offering. Client hereby agrees that it shall not accept subscriptions for investment into the offering until participating investors agree to the RDR release language and terms.

9. Governing Law/Jurisdiction, Dispute Resolution, and Arbitration Clause.

This Agreement shall be governed by the laws of the State of North Carolina. Any controversy, dispute or claim arising out of or relating to the services provided by RDR, materials produced for the offering through RDR, consulting provided by RDR, this Agreement, or the breach thereof, shall be settled exclusively by arbitration administered by the American Arbitration Association. The number of arbitrators shall be three (3) and the place of arbitration shall be Wilmington, North Carolina with North Carolina law applicable for the arbitration process subject to the specific terms of this Dispute Resolution clause. Client hereby agrees that the maximum award that may be levied upon RDR, should RDR be found deficient by the Arbitrator, shall be no greater than the aggregate fees paid to RDR by Client.

Client hereby agrees to waive any right they may have to pursue legal recourse or legal action against RDR or its Officers, Directors, or Employees, in a court of general jurisdiction regarding any controversy, dispute or claim of negligence arising out of or relating to the services provided by RDR, materials produced for the offering through RDR, consulting provided by RDR, this Agreement, or any claimed breach thereof. Client shall relinquish any right to request an alternate venue for arbitration in any other jurisdiction other than Wilmington, North Carolina. Client hereby agrees to pay any and all legal representation and/or collection fees incurred by Regulation D Resources Enterprises, Inc. in recovering Services Fees from Clients whose accounts are delinquent or for expenses RDR may incur from third party litigation against the Client regarding litigation concerning any aspect of the Offering.

10. Entire Agreement/Modification.

This Agreement contains the entire agreement between the parties hereto with respect to the specific Offering Preparation Consulting services contemplated herein, and no representation, promise, inducement or statement of intention relating to the Offering Preparation Consulting Services to be provided for under this Agreement has been made by any party which is not set forth in this Agreement. Further, it is understood that the terms and conditions of any Investor Web Portal Services offered by RDR shall be memorialized under a separate agreement. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

11. Paragraph Headings.

The paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision thereof.

12. Assignment by RDR; Release.

RDR shall have the unfettered right to assign its obligations under this Agreement to another entity controlled by RDR. Upon such assignment, Client releases RDR from any and all liability it may have under this Agreement.

13. Assignment by Client; Release.

Client shall have the unfettered right to assign its obligations under this Agreement to its new company, provided Client, or its controlling shareholders and/or management (officers and directors), maintain control of such new company.

14. RDR Website and other Property Rights.

The information and resources contained within the Regulation D Resources website are the property of Regulation D Resources Enterprises, Inc. Use of RDR website resources, document deliverables, and information by unauthorized users is prohibited. Clients agree to notify Regulation D Resources of any known or suspected unauthorized use of Client's RDR account. The password and login entry codes provided to each Client are for the sole use of the Client only. Usage of these entry codes by an unauthorized user is strictly prohibited. Dissemination of entry codes to an unauthorized user is prohibited and is basis for revocation of a Client's account. The materials, processes, and information provided in our website are copyrighted and may not be resold by the Client or any third party in whole or in part. Client's may not promote or utilize RDR's distribution resources for any other transaction other than the specific offering transaction that the Client has been provided a license to execute through RDR.

15. Payments.

Payments are accepted via credit card (utilizing secure server), check, wire transfer, or money order payable to Regulation D Resources Enterprises, Inc. Client accounts are immediately activated online via credit card payments. Clients who opt to pay by bank wire, check or money order will have account activation upon receipt and clearance of funds by Regulation D Resources. As an anti-fraud measure – accounts may be suspended at the discretion of Regulation D Resources if Client provides inaccurate information (phone number, e-mail, address) at Engagement. Once payment has been received and approved the Client will receive a welcome email from RDR with instructions on proceeding and a New Client Questionnaire that will provide RDR with certain data regarding the Client's company and proposed offering.

RDR may deem an account defaulted, close an account, suspend providing services and/or rescind the Client license to utilize services should any balance due RDR extend

beyond 30 days net from due date. RDR maintains the right to charge additional drafting fees should the Client require significant changes to the structure or content of Offering Documents after development of an initial draft PPM. Such fees would only be considered in cases where the Client's PPM is, in the estimation of RDR, more than 75% complete and the changes required by Client would be considered "significant" as determined solely by RDR. RDR would provide Client notification that such proposed changes would incur additional drafting fees prior to engaging in execution of such drafting. Further, RDR retains the sole right to deem the Services Fee earned after six (6) months has elapsed from the date of Client engagement of RDR services irrespective of the preparation and/or execution progress of the Client's offering.

RDR retains the sole right to declare a Client account expired and terminate delivery of services after one year from the date of engagement of RDR services. An expired or terminated account is still subject to the provisions of this Agreement and the terms of this Agreement shall survive in the event of an account termination.

16. Related Parties Payment Default.

RDR retains the right to restrict or deny access to certain portions of our Services matrix due to a payment default by a related party to the Client entity. A default would be any breach of the terms of this Agreement including payment for services. A related party is an individual or entity that serves as a principal or manager in an entity that has an account with RDR and who may also serve as a principal or manager of another entity or entities that have created a Client account with RDR.

17. Modification of Website Resources.

RDR retains the right to modify and/or terminate certain website services due to regulatory or SEC compliance changes, or for any reason deemed necessary by RDR, such web assets include the primary RDR website and the Private Offering Market website platform.

18. Termination for Cause.

RDR reserves the sole right to terminate this Services Agreement and provide a return of any Services Fees paid due to, but not limited to: discovery by RDR of information regarding the Client's offering or company operations which may in turn hinder proper execution of the offering; discovery of data or information about the Client's offering or business that RDR, in its sole discretion, deems to be non-compliant with State or Federal regulations; the discovery of any data or information that RDR deems incongruent with the execution of an accurate offering; the failure of the Client to provide RDR with adequate information for proper disclosure; and for any reason RDR deems sufficient to justify terminating the contractual agreement with the Client.

19. Severability

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

20. Waiver

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

21. Read And Understood and Term of Services

The Client acknowledges that they have read and understand this Agreement and agree to be bound by its terms and conditions. Engaging the Services of RDR constitutes the Client's complete agreement with the terms of this Agreement.

If this Agreement is executed then each Party warrants that their representative whose signature appears on such signature pages, or who has engaged RDR for services, is duly authorized by all necessary and appropriate corporate actions to execute this Agreement.

RDR maintains the right to require that a signed executed version of this Services Agreement be provided to RDR prior to execution of the offering. Client accepts and agrees that engagement of and use of RDR's Services shall constitute complete and binding agreement with the terms and conditions of this Services Agreement. RDR retains the right to use, and Client agrees to provide and use, an electronic signature for this Agreement if required by RDR.