

Regulation D Resources Enterprises, Inc. Website Portal Development and Support Agreement

This web site development agreement (“Agreement”) is an agreement between Regulation D Resources Enterprises, Inc. (“RDR or the “Company”) and the Customer entity or individual ordering and engaging RDR services (the “Customer”), collectively the “Parties”, for the development, access to and technical support of a Regulation D investor website portal application. The parties understand, acknowledge and agree that this is an online Agreement which is being entered into in conjunction with the request by Customer that RDR provide such Services. Please read this agreement carefully.

By engaging the services of RDR you are creating and agreeing to this Services Agreement contract and you are agreeing to be bound by the terms of this Agreement and all terms and conditions incorporated by reference in this agreement, including Company’s usage and support policies. Your use of the RDR Services specified constitutes Customer’s complete acceptance of this Agreement.

A. Design of Front End Portal Website.

The design of the front end Website shall be in substantial conformity with the sample RDR investor portal model as provided for on the RDR website (www.regdresources.com). The front “public” portion of the portal shall consist of one scrollable page with multiple menu linked sections providing general information to the public regarding the Customer’s company and Regulation D 506c exempt offering. Images and content shall be primarily sourced from the Customer’s offering materials or provided directly by the Company. Background or other images may be sourced and provided by RDR with a maximum of three high resolution images provided for under the Services Fee.

Any graphics assets, logos, branding, or other media provided by the Customer shall be provided in high resolution format ready for use in the website. RDR shall not be required to engage in graphics editing of graphics assets provided by the Customer although RDR may, at its discretion, engage in such efforts on behalf of the Customer.

Public side website text will be supplied by the Customer, unless RDR’s offering preparation services have been purchased in which case the narrative shall be derived from the Customer’s RDR prepared Private Placement Memorandum. RDR reserves the right to determine and deny changes or modifications that, in RDR’s sole discretion, do not follow the RDR portal model as described in the RDR website and as displayed in the RDR model portal of which the Customer has had access to and reviewed prior to engaging in this Agreement.

B. Narrative Provided by Customer.

Customer understands that any data and narrative submissions to RDR needed for the development of the website development should be in final form, proof-

read, and ready for use in the website portal. RDR is not responsible for spelling or grammatical errors in Customer provided content.

C. Accessibility of Web Site and Application During Construction.

Throughout the construction of the website, access to draft pages shall be provided by RDR to Customer at RDR specified intervals. Until Customer has approved the final website, none of the web pages for Customer's website portal will be accessible to end users.

D. Completion Date.

Company and the Customer shall work together to complete the website portal in a commercially reasonable manner with RDR's estimate of two weeks from the receipt of all final data and content needed for website development. RDR shall not be liable for delays in development of the website due to delays arising from Customer content or data submission.

E. License to Utilize Website and Application Source Code.

Portions of the RDR website portal include custom source code and programming that is the property of RDR. Customer acknowledges, understands and agrees that RDR shall issue to Customer a worldwide, non-transferable, limited right and license to utilize the Custom Programming and source code for the RDR Investor Website Portal Application for the intended and specified use as described herein. Customer and Company also agree that the design and development of the website may include source code, documentation, and/or application programs that were previously written or developed by Company and modified to meet Customer's specific requirements (the "Code Content"). Company shall own all worldwide right, title, and interest in and to the Code Content, but shall provide Customer (upon payment in full of the fees associated with the design and development of the website) a worldwide, royalty-free, limited right and license to use the Code Content. RDR retains the right to rescind said license should Customer engage in unauthorized use of the source code to include; use of code in another website without payment of fees to RDR for license.

F. Server, Hosting, and Domain.

RDR Investor Portal Website and related back-end application source code are launched, hosted and maintained on the Company's Virtual Private Server (VPS). RDR retains the right to move the portal to another RDR VPS if deemed necessary. Customer has the option to either; (a) provide acceptable domain or sub-domain, or; (b) Customer may also provide RDR the right to purchase a domain on behalf of Customer with the fees for those third party services being due and payable at the time of order. It shall be the Customers sole responsibility to ensure that any third party domain be renewed as required to retain website functionality. RDR is not required to change the source code of the Portal to accommodate a

Customer's request for changes in core Portal functions.

G. Portal Customization.

The RDR Investor Portal application shall have a user and Customer administrative accessible backend that allows for the following functions:

- Creation of an investor prospect account that allows for accessing the PPM document
 - The ability to upgrade an investor prospect to "investor" status wherein the investor can manage their own account on the portal, download Subscription Documents, upload signed subscription documents or accredited investor verification documents
 - The ability for an investor to order from a third party an accredited investor verification
 - The ability of the investor to view investor relations information as provided by the Customer using the administrative functions provided for by the portal
- RDR shall customize the backend portal pages with Customer logo (if provided) in certain RDR specified areas, upload an initial set of subscription documents, upload the initial SEC Form D filing when completed by Customer, and company contact data. Subsequent updates to subscription documents or company data that require uploading to the portal are the responsibility of the Customer with the admin area providing for the capability to execute such updates.

H. Provision of Offering Documents for Portal and Flipbook.

If the Customer is not an RDR offering preparation client they shall be responsible for providing the needed offering documents for the portal including a Private Placement Memorandum and Subscription Documents. RDR will not engage in any review of such documents in any manner and the use of the documents in the RDR portal website does not constitute RDR's approval or review of such documents regarding legal or compliance issues. It is the Customer's sole responsibility to ensure any offering documents used in the RDR portal website are compliant with all Regulation D 506(c) rules and regulations. RDR will specifically refrain from providing any compliance guidance on Customer submitted documentation. An option in the RDR portal for viewing the PPM is an electronic flipbook presentation. It shall be the Customer's responsibility to either provide RDR with a flipbook link to use in the portal or Customer may provide RDR the right to create a Flipbook account with a third party provider with the fees for that service due and payable at the time of order.

I. Third Party Services.

RDR shall use the services of certain third parties to provide certain functionality in the portal website.

(a) Investor verification services: RDR uses the services of verifyinvestor.com for verifications ordered through the RDR portal. It shall be the responsibility of the Customer or the investor to remit payment to verifyinvestor.com for the payment of any verifications that are ordered using the Portal. RDR does not review any

accredited investor verifications that are uploaded to the website. It is the Customer's sole responsibility to review and ensure proper verification of accredited status has been uploaded to the Investor's account on the portal.

(b) Flipbook: RDR will use the services of Flipsnack.com for any flipbook presentations provided for in the portal. Customer hereby releases RDR from any liability regarding any system downtime experienced by Flipsnack that impacts access to the PPM document or any poor browser capability due to browser compatibility with Flipsnack software.

Customer hereby indemnifies and holds RDR harmless related to the actions, services, or performance of any third party service provider RDR may use in the development and operation of the portal website. Customer hereby agrees that RDR shall not be held liable for any damages or losses Customer may incur due to the actions or services provided by third parties.

J. Term of Agreement.

This Agreement shall be effective as of the date the Customer engages the Services of RDR for the development of a portal and the development and support services shall remain in force for one (1) year. The source code license protection provisions in this Agreement, indemnity provisions, and dispute resolution clauses shall have a ten (10) year term.

RDR cannot guarantee the final delivery and launch date of a portal website but will use commercially reasonable efforts to perform the contracted Services in an efficient and timely manner.

K. Agreement Termination.

This Agreement may be terminated by either party upon written notice to the other, if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (30) days of receipt of the notice. This Agreement may be terminated by Company (i) immediately if Customer fails to pay any fees hereunder; or (ii) if Customer fails to cooperate with Company or hinders Company's ability to perform the Services hereunder.

L. Portal Website Support Services and Narrative Updates.

RDR shall provide necessary technical support for the portal website to ensure it performs the intended functions and maintain any needed technical updates for a period of one (1) year. Included in the Services Fee are three (3) total hours of technical support provided to Customer regarding; (a) the use and operation of the portal after launch of the website has been accomplished and; (b) the deployment of any narrative changes to the front end portion of the website as required by the Customer. Any requested narrative changes to the portal website exceeding three (3) total hours shall subsequently incur website modification fees in the amount of \$105.00 per hour.

Portal support is available 9am-5pm MDT Monday through Friday via email or telephone.

M. Build and Access Fees and Portal Termination.

Website Build Fees:

Customer shall pay to RDR a Website Build Fee (the "Build Fee") for the development of the website as set forth in this Agreement. The Build Fee and payment terms shall be as follows:

For RDR Offering Preparation Clients: \$3,000.00 total fee paid \$1,500.00 upon engaging services for the development of a Portal and \$1,500.00 due and payable either; (a) immediately upon RDR and Client deeming the Portal development final and prior to RDR upload of website files to the server for launch of the Portal or; (b) 60 days net from engaging RDR for Portal Development Services whichever comes first. Due to the fact that we reserve space on our server for a portal - the Portal Deposit payment is non-refundable.

For Non-RDR Offering Preparation Clients: \$5,000.00 total fee paid \$3,500.00 upon engaging services for the development of a Portal and \$1,500.00 due and payable either; (a) immediately upon RDR and Client deeming the Portal development final and prior to RDR upload of website files to the server for launch of the Portal or; (b) 60 days net from engaging Portal Development Services whichever comes first. Note Non-RDR offering preparation clients are required to have a valid 506(c) offering in place and appropriate SEC filings in place prior to launch of the website. Due to the fact that we reserve space on our server for a portal - the Portal Deposit payment is non-refundable.

Website Portal Access Fees (monthly):

The Investor Portal Website and related back-end application code launches and is hosted on RDR's server. Customer shall pay a Website Portal Access Fee of \$30.00 per month with an initial minimum six month commitment.

Monthly Access Fees will be pro-rated based on a 30 day month for websites that launch and are hosted for a portion of a month period. The Monthly Access Fee shall begin the day the Customer's Website Portal is launched to the server for public access (the "Portal Launch Date").

Annual Renewal Fee: On the one year anniversary date of the Portal Launch Date, and for each full year thereafter that the portal is operational, the Customer will pay a annual renewal fee equal to \$150.00.

Termination of Portal and Fees:

To terminate operation of the Portal, Customer agrees to provide 30 days notice to RDR to allow for the orderly removal of the portal from the server. Customer shall provide in writing or via email a specific date on which they will have directed to RDR that the portal shall be terminated.

It shall be the Customer's sole responsibility to download and save any documents or other data from the website prior to termination. RDR is under no obligation to save data or website content for a Customer once a website is terminated. RDR

will not save or retain data, documents, or user data from a terminated portal on behalf of Customer.

Payments:

The Monthly and Annual Access Fees will be charged to a credit card provided by the Customer. Monthly Access Fees will be auto-billed to the card and RDR is not required to provide advance notice of payment processing for Monthly Access Fees. Customer shall by the terms of this Agreement provide authorization for the Monthly and Annual Access fees and Charges as stated herein.

Payment Default:

Should a Monthly Access Fee or Annual Renewal Fee that is due and payable become delinquent by more than 30 days, RDR retains the right to remove the Portal from the server and remove from public access the Portal and related documents and user accounts. A \$250.00 re-instatement fee shall then be charged to re-upload the Portal to the Server once an account has been made current after a delinquency event. If the account exceeds 60 days delinquent on any Monthly or Annual Renewal Fees due and payable - then RDR retains the right to delete all portal files and RDR is under no obligation to save files, documents, user data or provide such files or data to Customer. RDR retains the right to withhold providing any saved data or documents until such time as delinquent payments are made current.

N. Additional Fees and Expenses Related to Website Development.

The Build Fee for portal development does not include domain registration. RDR can obtain these services on behalf of the Customer and, in such case, Customer hereby agrees that a credit card shall be provided for the payment of these fees. Such fees will be paid directly to the third party providers. Unless otherwise specified, RDR shall be provided the discretion to choose providers for these services with fees for services provided to Customer for approval prior to payment.

O. SEC Filings.

It shall be the Customer's sole responsibility to ensure that the appropriate SEC filing is in place and received by the SEC. Updates to the SEC filing or execution of State filings are the Customer's responsibility.

P. Post Services Contract Term Maintenance Fees.

At the election of the Customer, RDR may perform requested maintenance on the website after the one year initial maintenance period has expired. Any work related to Customer requested upgrades, maintenance, or other issues related to the website that is completed by RDR shall be billed to the Customer at a rate of \$105.00 per hour.

Q. Customer Indemnity.

Customer shall indemnify and hold harmless Company (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by Company as a result of any claim, judgment, or adjudication against Company related to or arising from (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by Customer to Company (the "Customer Content"), or (b) a claim that Company's use of the Customer Content infringes the intellectual property rights of a third party or, (c) any claim, loss, or litigation resulting from the securities offering executed by the Customer. It shall be the Customer's sole responsibility to maintain any backups of User data or documents loaded to the Portal. While RDR shall use industry standard type backup protocols for the server, RDR is not responsible for a loss of data or documents due to a server malfunction that is outside the direct control of RDR.

R. Dispute Resolution 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 portal website 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 one 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. Customer 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 Services Fee paid by the Customer. Customer hereby agrees to and waives 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 arising out of or relating to the services provided by RDR, materials produced for the offering or the portal website through RDR, consulting provided by RDR, this Agreement, or any claimed breach thereof. Customer shall relinquish any right to request an alternate venue for arbitration in any other jurisdiction other than Wilmington, North Carolina. Customer 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 Customers whose accounts are delinquent or for expenses RDR may incur from third party litigation against the Customer regarding litigation concerning any aspect of the Offering or the portal website.

S. Customer Responsibilities – Non RDR Offering Preparation Customers.

The Customer shall provide RDR any needed business narrative, graphics, pictures, branding, a final PPM document, and final subscription documents for use in the Portal. Customer shall endeavor to review and approve work as requested

by RDR in a timely manner for completion of a final portal. Customer shall also provide payment for any third party services as needed or warranted and as approved by Customer prior to executing payment for such services. Customer shall be responsible for ensuring that the use of the portal and the Customer's business is fully applicable with all State and Federal laws.

Customer represents to Company and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Company for inclusion in the Web Site are owned by Customer, or that Customer has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Company and its subcontractors from any claim or suit arising from the use of such elements furnished by Customer.

T. Third Party Related Changes to Code or Content and Access to Code and Server:

RDR retains sole and absolute discretion for restricting or denying any third party access to the website's server side code. In general, third parties shall not be provided access to RDR's server or source code for the Portal. Should RDR be required to rectify damage to the website caused by a third party, any work completed by RDR will be billed at \$105.00 per hour with a \$500.00 minimum charge.

U. RDR Administrative Access.

Customer agrees to allow RDR and designated staff to have administrative access to the portal website and webpage files through the term of this agreement to perform maintenance and admin functions.

V. RDR Branding.

Customer agrees to allow RDR to place the RDR brand at the bottom of the website indicating RDR as the developer and creator of the portal website.

W. Changes.

Changes to this Agreement shall become effective only when a written change request is approved and executed by the Customer and RDR.

RDR agrees to notify Customer promptly of any factor, occurrence, or event coming to its attention that may affect RDR's ability to meet the requirements of this Agreement, or that is likely to occasion any material delay in the delivery of Services. In the event of a conflict between the terms of this Agreement and a Change Order, the terms of this Agreement shall govern.

X. Project abandonment.

If after repeated attempts to begin, continue, or finalize the delivery of services, Customer fails to participate, or becomes otherwise unresponsive to Company requests for a period of three (3) months, the website portal project may be consid-

ered abandoned, and Company shall have the right to charge any needed amount beyond the initial deposit fee to provide for work performed up to the date of abandonment. Upon the Company deeming the project abandoned, and notifying the Customer of such, Customer agrees to forfeit all rights to receive any refund for services purchased as described in this Agreement.

Y. Integration.

This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

Z. Certain Terms and Conditions.

Force Majeure

Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.

Relationship Of Parties

A. Independent Contractor. Company, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Company shall be solely responsible for and shall hold Customer harmless for any and all claims for taxes, fees, or costs, including but not limited to withholding, income tax, FICA, and workers' compensation.

B. No Agency. Customer does not undertake by this Agreement, the Order or otherwise to perform any obligation of Company, whether by regulation or contract. In no way is Company to be construed as the agent or to be acting as the agent of Customer in any respect, any other provisions of this Agreement notwithstanding.

Notice And Payment

Any notice required to be given under this Agreement shall be in writing and delivered via a method that assures delivery confirmation to the other designated party at the Customer address listed in the order form and RDR's address as listed in the RDR website.

Either party may change its address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

Agreement Binding On Successors

The provisions of the Agreement shall be binding upon and shall inure to the ben-

efit of the Parties hereto, their heirs, administrators, successors and assigns.

Assignability

Customer may not assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of Company. Company reserves the right to assign subcontractors as needed to this project to ensure on-time completion. RDR reserves the right to assign this Agreement to a related party entity should RDR re-form as a new corporate entity.

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.

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.

Read And Understood

Each Party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms and conditions. Engaging the Services of RDR constitutes the Customer's complete agreement with the terms of this Agreement.

Duly Authorized Representative

If this Agreement is executed then each Party warrants that their representative whose signature appears on such signature pages is the duly authorized by all necessary and appropriate corporate actions to execute this Agreement.

Electronic Signature Acceptance

RDR may require the Customer to electronically sign this Agreement. Customer hereby accepts the electronic signature as binding, enforceable and a valid method of Agreement execution.