



## INVESTMENT MARKETING AGREEMENT

THIS SERVICE AGREEMENT (the “*Agreement*”) is made by and between (the “*Issuer*”) and VX GLOBAL INC. (the “*Company*”). Hereinafter, the Issuer and Company are sometimes referred to together as the “*Parties*” and individually as a “*Party*.” In consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

**SERVICES.** During the Term, Company undertakes to provide Issuer with Company’s products and service offerings, namely in connection with investment marketing processes as set forth in Exhibit A attached hereto. Issuer shall provide Company with materials and resources and other information necessary for the “Company’s” performance of the services in a timely manner, and as requested by the Company to fulfill its obligations to the Issuer.

**Scope of Work.** VX Global Inc. shall provide the following services in accordance with the issued program selected by Issuer or as stated additionally in the invoice. It is mandatory that these items are produced by VX Global Inc. Each Phase is required to be executed to achieve the level of analysis and conversion metrics desired. Issuer must comply with information requests during each phase.

### EXHIBIT A

#### **Deliverables:**

1. Complimentary Landing Page, Tombstone and Profile
2. 1 email creative
3. Any CRM integrations with the Issuers existing software or the development of a unique portal by criteria-based investment email marketing campaign based on investor type including possible accreditation status, industry, region, investor persona and filed exemption or acceptable XLS spreadsheet delivery or as directed by Issuer.
4. Submission of all leads with activated status with full delivery to client. Activated status shall be open click though or permission-based form filled leads.
5. Continuation if executed payment is received.

#### **I. PROPRIETARY RIGHTS.**

- a) **Ownership.** Each Party shall retain all rights, title, and interest, in and to its Intellectual Property. “*Intellectual Property*” shall mean all inventions, improvements, modifications, enhancements, derivatives, compositions, discoveries, know-how, processes, methodologies, formulas, designs, drawings, data, information and all works of authorship, including all worldwide rights therein under patent, copyright, trade secret, confidential information, moral rights, and other property rights, which are or will be developed, discovered, invented, authored or first reduced to practice by a Party.

- II. NO-SOLICITATION OF PERSONNEL WITHOUT NOTICE OR AGREEMENT.** During the Term, Issuer either directly or through a third party, shall not (i) solicit, induce or attempt to solicit or induce any employee or contractor of Company to terminate their relationship with or leave the employ of Company, or (ii) hire (or other similar arrangement) any employee or contractor of Company in any capacity who is or at any time was an employee or contractor of Company and

for a period of twelve (12) months after such individual's relationship with the Party has ended without Company's prior written approval.

III. TERM AND TERMINATION.

- a) Term. This Agreement shall commence as of the Effective Date and shall continue for a period of 60 days or the cycle executed is completed, or until otherwise terminated by either Party as provided in this Agreement (the "*Term*").
- b) Termination. This Agreement may be terminated by either Party at any time by providing at least ten (10) days written notice to the other Party. Notwithstanding the foregoing, a Party may terminate this Agreement (i) for a material breach of the Agreement by the other Party, if such other Party has not cured the breach within ten (10) days of receiving notice that it is in breach; or (iii) immediately if any change occurs in any applicable laws or regulations that would, in that Party's reasonable opinion, render the Party's performance hereunder illegal or otherwise subject to legal challenge. VX Globa Inc. is under no obligation to return any capital under any circumstance for services paid for and not utilized regardless of the reason.
  - i) Suspension of Services temporary or otherwise. In addition to any of its other rights or remedies (including but not limited to any termination rights) set forth herein, upon notice to Issuer, Company reserves the right to suspend provision of the Services (and any related Services) without liability to the Company (i) if payment of undisputed amounts under Issuer's account are more than five (5) days or more overdue; (ii) if Company reasonably determines suspension is necessary to avoid material harm to the Company or its business, or as required by law or at the request of governmental entities having authority to suspend the Services or if the Issuer does not return communication within a 10 business day period. Additionally, violations of procedure, proven lack of response to lead sources within 7 calendar days, or failure to comply with compliance requests, such as exemption filings or adherence to procedural rules as so ordered by FINRA or the SEC are also grounds for suspension.

IV. INDEPENDENT CONTRACTOR. Company is an independent contractor and nothing in this Agreement or in the course of performance of this Agreement shall be interpreted to create an employment relationship between Company and Issuer.

V. Accordingly, neither Party nor any of its personnel will be considered to be an employee, co-employee or co-owner of each other for any purpose whatsoever, including, any salary, wages, bonuses, commissions, overtime, penalties, fringe benefits, withholdings, taxes, contributions or other payments of any form or kind unless otherwise agreed. Such an offer is to be enacted 45 days from the initial agreement if applicable.

VI. NO INCENTIVES BY LAW: The Issuer has been notified that no incentives will be considered for Investment marketing purposes and that no offer of participation will be considered in order to modify VX Global Inc.'s investment marketing agreement as per outlined by the SEC and FINRA. The Issuer has been made aware that services that are market facing whether under exempt status or public and must be paid prior to execution per governing body agency indication of legal operating procedure and as recognized as such by the regulatory governing bodies.

VII. NO INDUCEMENT – NO CONFIDENTIAL INFORMATION RELEASED: Due to the fact that each entity or issuer has separate operating procedures, personnel and offerings VX Global Inc. does not provide references, inducements or confidential information on Issuer campaigns to create contract comfort. We are providers of marketing services and we are not Investment Bankers, Broker Dealers or other entities that provide closing interface and therefore cannot predict the success of any individual raise.

VIII. ISSUER REQUIREMENTS: Issuer must be incorporated legally in the United States of America and must be able to provide entity information upon request. Issuer must provide a good physical address upon request OR the name, full contact information and address of a registered Agent in the State of Incorporation. Issuer must clearly state the exemptions and rules under which this investment

marketing procedure is to be solicited. Issuer must not be a bad actor or have a regulatory penalty or conviction event that prohibits them from the sale of securities under the quoted exemption. Exemptions must be filed prior to raise.

- IX. MUTUAL INDEMNIFICATION. Each agrees to indemnify and hold each other and the respective shareholders, employees, officers, members and directors, their affiliates (each an “*Indemnified Party*”) from and against all claims, damages, losses, liabilities, costs and expenses (collectively, for purposes of this subparagraph (a), “*Losses*”) as the same are incurred (including, without limitation, any actual, legal or other expenses reasonably incurred in connection with investigating, preparing to defend or defending against any action, claim, suit or proceeding (including an investigation) commenced or threatened, or in appearing or preparing for appearance in any action, suit or proceeding which arises out of or in connection with any act or omission of Issuer in the performance of its business operations or this Agreement in violation of any applicable law.
- X. NO FINANCIAL ADVICE; NOT A BROKER-DEALER. Company is only obligated to perform those duties as set forth in this agreement. Company cannot guarantee or ensure that funding or activity is guaranteed in this agreement. Company has informed issuer that it cannot and will not act as finder or will receive any commission or payment outside of this agreement. Company is not a broker-dealer or placement agent. At no time does company offer, broker, advise, purchase, sell or otherwise transact in securities regulated by the securities exchange commission or federal or state law.
- XI. NO GUARANTEE OF SUCCESS OR FUNDING. Issuer acknowledges and agrees that Issuer’s receipt of capital funding or success in any investment marketing efforts are dependent upon multiple factors, including, but not limited to, market variables, investment guidelines, portfolio needs, underwriting and valuation issues, investor communication and opportunity perception. Therefore, the Company does not guarantee that the services will result in capital raising or will yield any specific result for Issuer.
- XII. Issuer acknowledges that no guarantee, inducement or other promise has been made by Company in order to onboard Issuer or provide the Services and that the provision of services or Issuer’s payment obligations hereunder are not based on any such result.
- XIII. Payments made by Issuer are not refundable or waivable, unless provided for under special circumstances and so determined by Company.
- XIV. COMPLIANCE WITH LAWS. Issuer understands and agrees that at all times shall comply with all applicable disclosure laws and regulations regarding securities offerings under the Securities Act of 1933 and other applicable laws. As such, Issuer has been informed that failure to provide information as required by law may be considered not only a breach of this agreement and may lead to the immediate termination of this Agreement. Company is also required to comply with all applicable laws and as such may not accept any contingent-based or success fees pursuant to certain transactions or investments.
- XV. DISPUTES.  
a) DISPUTE RESOLUTION. In the event a Party provides written notice to the other Party of any controversy, claim, dispute, difference or misunderstanding between the Parties arising out of or relating to this Agreement, each Party will designate managers to meet within ten (10) days and negotiate in good faith in an attempt to reach a mutually acceptable resolution. In the event the Parties are unable to resolve such matter through good faith negotiations within ten (10) days of such meeting each as able to pursue available means of action.
- XVI. Class action waiver. The parties agree that a party may only bring claims against the other only in their individual capacity, and not as a plaintiff or class member in any putative class, collective and/ or representative proceeding, such as in the form of a private attorney general action against the other.

- XVII. **NOTICES.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, if received by registered email or if sent by (i) personal delivery, by a nationally recognized overnight courier or (ii) by First Class or Certified Mail to the addresses provided by the Parties in the signature page to this Agreement or to such other address as such party shall notify the other.
- a) **Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, excluding its body of law controlling conflict of laws.
  - b) **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same. PDF and facsimile versions of signatures shall be acceptable as originals.
  - c) **Any communication from VXGI that goes unreturned for more than 10 business days from the Issuer will be termed dormant and extended for up to 10 more additional business days and then this contract will self-cancel after 20 business days if communication is requested, but not received.**

**Payment Schedule:** Invoice quote and terms due upon execution. Optional continuation. Time is of the essence campaign accelerations available. Launch of campaign no later than 7 days after materials approval. Platform entry pending approval.

ACKNOWLEDGED AND AGREED BY:

VX Global Inc.

A handwritten signature in blue ink, appearing to read "Jonathan Papp", is written over a faint, illegible printed name.