

## **Regulation D Resources Enterprises, Inc.**

### **Regulation D Offering Preparation Services Agreement**

- **Introduction**

This Agreement (“Agreement”) is made by and between Regulation D Resources Enterprises, Inc. (“RDR”, “Company”, or “Regulation D Resources”), an Arizona Corporation having a principal place of business at 1536 Cole Blvd. Suite 220, Lakewood, Colorado 80401 and the Undersigned or otherwise identified client company engaging the services of RDR (“Client” “Issuer” or “Customer”). Engagement of RDR for the provision of the Services offered by Regulation D Resources shall constitute Client’s complete acceptance and agreement with the following terms of service as contained in this **Regulation D Offering Preparation Services Agreement** (the “Agreement”).

- **Representations of the Parties**

WHEREAS, RDR is in the business of providing consulting services related to and including the preparation of Regulation D Offering documents;

WHEREAS, Client has requested RDR’s Services in assisting Client in the preparation of one or more Regulation D Offerings for its business or an affiliated business(es) (the “Regulation D Offering” or “Offering”);

WHEREAS, RDR shall provide the Services to assist the Client in the preparation and execution of the Regulation D Offering including providing services for (A) Regulation D Offering Document Preparation Services; and (B) the Build Development of an Investor Portal Website (collectively, the “Services”). The Services specifically include, but may not be limited to the following:

A. Regulation D Offering Preparation and Filing Services

(1)

- Preparation and drafting of a Private Placement Memorandum;
- Provision of a form specimen Subscription Agreement (if requested by the Client, See Section III.B for terms and conditions);
- Preparation and drafting of an Investor Suitability Questionnaire;
- Preparation and drafting of an Offering Term Sheet\*;
- Offering structuring guidance; and,
- Any other actions which may be deemed reasonable or necessary, in the sole discretion of RDR, to assist the Client in preparation of the Offering.

\*denotes optional service

(2) If the Offering is a Regulation D 504 or 506(b) offering, the Services will include the equivalent services as stated above in A(1), except with respect to all applicable state regulatory agencies. Such may increase the fee charged by RDR for the provision of the Services. If the Offering is a Regulation D 504 or 506(b) offering, then when interpreting this Agreement, any reference to RDR's provision of Services will include the provision of the equivalent applicable state regulatory services.

and;

- Regulation D Investor Web Portal
  - Build Development and launch of a Regulation D Investor Web Portal for Client's management of:
  - Certain aspects related to the Offering;
  - Engagement of Issuer generated investor prospects;
  - Tracking of investment subscription processes; and
  - Investor management through the portal's investor relations hub.

WHEREAS, Client wishes to engage RDR for the provision of the Services, related resources, and deliverables in order to streamline Client's planned undertaking of the Regulation D Offering.

WHEREAS, RDR wishes to provide such Services to the Client.

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

### **III. Regulation D Offering Preparation and Support Services**

#### **III.A. Delivery of Information and Offering Preparation Timeframes.**

Client shall provide to RDR such information and documentation as RDR deems reasonable or necessary to enable RDR to develop compliant Offering Documents as described herein. RDR assumes no responsibility for the accuracy of any information provided by the Client for the provision of the Services, including for use in the Offering Documents. RDR does not and shall not engage in the verification or vetting of any information provided by the Client. **CLIENT IS STRONGLY ENCOURAGED TO ENGAGE INDEPENDENT LICENSED PROFESSIONALS IN CONNECTION WITH THIS OFFERING, INCLUDING A CERTIFIED PUBLIC ACCOUNTANT AND A DULY LICENSED ATTORNEY.**

RDR's provision of the Services will take time. It is the Client's responsibility to provide RDR with sufficient time for the provision of the Services, including preparation of the Offering Documents.

Preparing a Regulation D Private Placement Memorandum can take, on average, 3-6 months or longer depending on several factors including the quality of content provided by the Client, the complexity of the transaction, and the time required to address any comments and revisions. RDR is not responsible, and Client hereby indemnifies and holds RDR harmless from any expenses, negative corporate operational impacts, damages, lost profits, lost investments (whether

committed capital or potential investments), or any other financial loss that may occur due to the actual preparation timeframe associated with the Offering and any failure of the Client to approve the Offering for sale in a timely manner. It is the sole responsibility of the Client to provide all RDR requested data and information, including any audited financials or legal documents required, in a timely fashion, and in a format acceptable for SEC regulations, and as is necessary for compliant delivery of the Services as per applicable regulations. **ANY SUCH DOCUMENTS ARE REQUIRED BY RDR TO BE PREPARED BY LICENSED PROFESSIONALS NOT AFFILIATED WITH RDR.**

### **III.B. Delivery of Regulation D Preparation Services.**

The Services provided pursuant to this Agreement include:

- (1) The preparation or delivery of:
  - Private Placement Memorandum;
  - Investor Suitability Questionnaire;
  - Offering Term Sheet;\*
- (2) If requested by the Client and/or Client's legal counsel, a Form Specimen Subscription Agreement (provided solely as a form specimen document for review, modification and approval by Client and Client's legal counsel);
- (3) Non-legal Offering structuring and offering execution guidance (setting of investment terms, valuation guidance, etc.); and,
- (4) Any other actions which may be deemed reasonable or necessary, in the sole discretion of RDR, to assist the Client in affecting an SEC compliant Offering.

\*denotes optional service

Delivery of Offering Documents may be in electronic, e-book, or Adobe PDF format. While RDR can facilitate the printing of the Offering Documents, RDR does not engage in in-house printing services nor does RDR deliver printed versions of the documents to Client. Printing services, even those facilitated through RDR, are conducted by an unrelated third-party. While RDR may charge Client a fee for the facilitation of printing services, RDR does not control the cost of the printing services.

At all times, it is the Client's responsibility to ensure the accuracy of and conformity of the printed materials to Client provided information as reflected in the Offering Documents, whether such Documents are in electronic or printed format.

### **III.C. Accuracy of Information Provided to RDR Shall be Sole Responsibility of Client.**

Client is responsible for reviewing and ensuring the accuracy of all documentation, information, data, and content provided to RDR for the Services. RDR does not and shall not verify or engage in vetting of any information, data, documentation, content or representations provided by Client. RDR SPECIFICALLY DISCLAIMS ANY WARRANTY TO ACCURACY, TIMELINESS, OR COMPLETENESS OF ANY OF THE INFORMATION, DATA, CONTENT, DOCUMENTATION, OR REPRESENTATIONS MADE IN THE OFFERING DOCUMENTS OR AS IS CONTAINED OR DISPLAYED ON THE PORTAL, AS SUCH IS PRESENTED IN PART OR IN FULL. CLIENT HEREBY INDEMNIFIES AND HOLD RDR HARMLESS FROM ANY LOSSES OR DAMAGES ARISING FROM THE SERVICES, WHETHER SUCH LOSSES OR DAMAGES WERE SUFFERED BY CLIENT OR ANY THIRD-PARTY.

### **III.D. Fees Payable To RDR for Preparation of a Single Regulation D Offering and Regulation D Investor Web Portal Build.**

Client agrees to pay to RDR a \$8,000.00 as the cost of RDR's provision of the Services (the "Services Fee"). The Services Fee shall be subject to the following payment schedule:

- Upon execution of this Agreement and engagement of RDR services, a Retainer Fee of \$5,000.00 shall be transferred to RDR;
- A second installment payment of \$3,000.00 shall be due, payable and remitted 30 days net from engagement of RDR services; and

Investor Web Portal Build Fee: Included as part of Services fees. See Section B of this Agreement for additional terms related to the Investor Web Portal Services.

#### **IV. Hosting and Related Fees for Investor Web Portal**

##### **IV.A. Web Portal Services**

As part of its Services, RDR will create, develop, and host a web portal intended to facilitate the subscription of potential investors for the Offering (the "Investor Web Portal" or "Portal"). Issuer will have complete control over any substantive and aesthetic content displayed on The Investor Web Portal. The Portal will be restricted to the general public, unless Issuer grants access to a person. Issuer will be solely responsible for determining which persons are granted access to the Portal and any content contained or displayed within or through the Portal.

##### **IV.B. Web Portal Services Fees**

- Monthly Access Fee

The Portal and related back-end application code will be hosted on RDR's server. Customer shall pay a Website Portal Access Fee of \$50.00 per month (the "Monthly Access Fee") with a minimum six (6) month commitment and three months of hosting (\$150.00) paid in advance upon the Portal's launch.

Monthly Access Fees after the initial commitment will be pro-rated for the first month based on a 30-day month for Portals that launch and are hosted for a portion of a month period. Recurring Monthly Access Fees shall only be payable via a credit card as provided by the Client.

The Monthly Access Fee shall begin the day the Portal is launched on the server for public display (the "Portal Launch Date") and shall be pro-rated based on the number of days hosting is provided for any partial month.

- Annual Renewal Fee

On the one (1) year anniversary date of the Portal Launch Date, and for each full year thereafter that the portal is operational on RDR's server, the Customer will pay an annual renewal fee equal to \$150.00 (the "Annual Renewal Fee"). Notice will be sent to the Customer prior to the Annual Renewal Fee being automatically paid using the card on file. To avoid payment of the Annual Renewal Fee, Customer must (1) provide RDR 30 days notice of cancellation of Portal services prior to the Portal anniversary date; and (2) Portal must be removed from RDR's servers prior to the Portal anniversary date. Failure to execute (1) or (2) in a timely manner will result in the collection of the Annual Renewal Fee from Customer.

Client waives any claims Client may have and hold RDR harmless from any liability, damages, losses, whether arising from Client or any third party resulting from the removal of the Portal from RDR's servers or from the internet. It is the sole responsibility of the Client maintain compliant communications with investors or potential investors, both during the RDR hosting of the Portal and after RDR Portal hosting has ended. Client takes sole responsibility for the timing of any information or content that is displayed on the RDR hosted Portal, and holds RDR harmless for the displaying of information, documentation, or content of anything displayed or accessible via the Portal, including the timing of such.

- 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 notice in 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 Portal prior to termination. RDR is under no obligation to save data or Portal content for a Customer once a Portal is terminated.

- Web Portal Services Fees – Payment Method

The Monthly Access Fee and Annual Renewal Fees will be charged to a credit card provided by the Customer. After the initial service commitment, the 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 hereby Authorizes RDR to charge the provided credit card for the Monthly Renewal Fees and Annual Renewal Fees and other Charges as stated herein.

- Server Access Fee - Payment Default

Should a Monthly Access Fee or Annual Renewal Fee that is due and payable become delinquent by more than 45 days, RDR retains the right to remove the Portal from the server or suspend public display/access to the Portal. Upon such an occurrence, Client agrees that RDR is under no obligation to save files, documents, user data or provide such files or data to Client. Upon request by the Customer for reinstatement, a \$250.00 reinstatement fee shall then be charged to re-upload the Portal to the Server once an account has been made current after a delinquency event. Customer agrees to release RDR from assuring data integrity in the event of delinquency. It is the Customer's



sole responsibility to verify the accuracy of any information displayed on the Portal or hosted on the RDR Server.

Customer indemnifies and holds RDR harmless from any damages or losses, regardless of whether such damages or losses are suffered by Client or any third-party, arising from for any incorrect inaccurate, or untimely information displayed on the Portal or hosted on the websites information after the execution of this agreement.

- Potential Additional Fees and Expenses Related to Website Development

None of the aforementioned fees include domain registration. RDR can obtain these services on behalf of the Customer. In such a case, Customer hereby agrees that a credit card shall be provided for the payment of these fees. Any domain registration fees will be paid directly to the third-party providers. Unless otherwise specified, Client grants RDR the authority and discretion to choose providers for these domain registration services with fees for services provided to Customer for prior approval to registration and payment.

If the Customer wishes to utilize Adobe Sign or DocuSign e-signature solutions for the Offering, there will be an additional \$300.00 charge for the implementation of the technology. All Offering Documents which will utilize DocuSign or Adobe Sign, are required to be deemed complete and approved by Client prior to implementation and display on the Portal as neither of these e-sign solutions permit the editing of forms after final approval. Should they need to be modified, RDR retains the right to charge appropriate fees for that work. The amount of such fees, and whether to charge Client these fees is in the sole discretion of RDR.

#### **IV.C. Certain Payment Terms**

Clients who pay the engagement fee by check or bank wire will be contacted prior to the first and second payment due dates (30 days after execution of this Agreement) to arrange payment for

subsequent installment payments. Clients who desire to process any of the above referenced payments via credit or debit card may be assessed a 3% processing charge.

Client hereby agrees and understands that the payment of the second installment payment is not subject to completion of the Private Placement Memorandum, submission of such Offering Circular to the Client, or obtaining final Client approval of the Private Placement Memorandum.

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 Documents, the second and third installment payments shall still be due, payable, and tendered to RDR on the due date referenced above.

RDR retains the right to suspend work on any Client account should a contracted payment fall in arrears by more than ten (10) business days from such payment's due date. RDR may terminate an account if a contracted payment is more than twenty (20) business days in arrears. RDR shall not be responsible for any SEC or state related compliance issues, including if a Client account is suspended or terminated due to a default payment or inactivity; nor shall RDR be contractually responsible for engaging with the SEC on the Client's behalf from the date of account termination or suspension. Reactivation of a terminated account will increase the time and effort to begin work on the file and, as such, a reactivation fee equal to \$5,000 shall be assessed to the Client.

#### **IV.D. Design of Front-End Investor Portal Website.**

The design of the front-end Portal will substantially conform to the sample RDR investor portal model as provided for on the RDR website ([www.regdresources.com](http://www.regdresources.com)). The front “public” portion of the Portal will consist of one scrollable page with multiple menu-linked sections providing general information to the Issuer-approved persons regarding the Issuer and the Offering.

All Images and Portal 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 Fees.

Issuer will be able to display media on the Portal (“Media”). RDR will provide Issuer with the formatting requirements for any Media. Any Media provided to RDR is presumed to be for public display and RDR claims no ownership to the intellectual property rights as contained within the Media as provided to RDR by the Issuer. RDR makes no claim as to the ownership, accuracy, completeness, or timeliness of any Media. Issuer is prohibited from providing RDR with any lewd, discriminatory, pornographic, or otherwise distasteful Media. Issuer reserves the right to remove any Media from the Portal at its sole discretion with or without notice to Issuer.

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 Portal text will be supplied by the Customer in conjunction with narrative derived from the Customer’s Offering Circular. 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.

Issuer grants RDR license and permission to publicly display, reproduce, disseminate, distribute, publish, or otherwise use any intellectual property owned by or licensed to Issuer and provided to RDR as part of Issuer's use of the Services, including Issuer's use of the Portal. This license and permission shall extend for a period of two years after this Agreement has been terminated or has expired. Issuer warrants that any intellectual property licensed by or provided to RDR by Issuer is authorized and Issuer agrees to indemnify RDR against any infringement claims brought by Issuer or any third party resulting from the license granted through this subsection.

#### **IV.E. 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. It is Issuer's responsibility to verify the completeness, timeliness, and accuracy of any information or content, including any media as displayed on the Portal.

#### **IV.F. Accessibility of Web Site and Application During Construction.**

Throughout the construction of the Portal, 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 the Portal will be accessible to any other person.

#### **IV.G. Completion Date.**

RDR and the Issuer shall work together to complete the Portal in a commercially reasonable and timely manner. RDR shall not be liable for delays in development of the website due to delays arising from Issuer delays in providing RDR with content or data.

#### **IV.H. 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 any proprietary code or software contained within the Portal.

During the process of developing the Portal, RDR may create or develop code or other software that may be, in whole or in part, deemed proprietary and protectable by the laws of the United States. Under no circumstance does Customer have a right to this proprietary code or software, and in no way shall such be deemed a work-made-for-hire. Customer agrees that any such code or software is the sole property of RDR and Customer waives any claim to ownership of any such code or software. In turn, RDR grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the code or software for the duration of the time that the Portal is hosted on the RDR servers or displayed on the internet.

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.

#### **IV.I. Server, Hosting, and Domain.**

The Portal 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 by RDR. Customer hereby releases RDR from any liability regarding any system downtime experienced by Dreamhost that impacts access to the Portal.

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.

#### **IV.J. Portal Customization.**

The RDR Investor Portal application shall have a user and Client administrative accessible backend that allows for the following functions, with such functions subject to change based on RDR's discretion to maintain proper functionality of the software:

Creation of an investor prospect account that allows for accessing the Form 1-A Offering Circular 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;

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, 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.

#### **IV.K. Third Party Services.**

RDR shall use the services of certain third-parties to provide specific functions within the Portal. Hosting services: RDR uses the services of Dreamhost for our Virtual Private Servers. RDR shall not be responsible for any service interruptions experienced due to issues with Dreamhost or their services and servers.

*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 Offering 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. 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.

#### **IV.L. Portal Website Support Services and Narrative Updates.**

RDR shall provide necessary technical support for the Portal 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 Portal has been accomplished and;
- (b) the deployment of any narrative changes to the front-end portion of the Portal as required by the Customer.

Any requested narrative changes to the Portal 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 MT Monday through Friday via email or telephone.

#### **IV.M. Build and Access Fees and Portal Termination.**

The Investor Portal Website build is provided to the Client as part of the Services Fees. Should the Client decide not to use the Portal to manage the Offering, no refund or partial refund of the Services Fee shall be credited to the Client.

#### **IV.N. Post-Services Contract Term Maintenance Fees.**

At the election of the Customer, RDR may perform requested maintenance on the Portal 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.

#### **IV.O. 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:

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; or

a claim that Company's use of the Customer Content infringes the intellectual property rights of a third party or,

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.

#### **IV.P. 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 Portal'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. RDR shall not be required to install any non RDR approved third party software or API's.

#### **IV.Q. RDR Administrative Access.**

Customer agrees to allow RDR and designated staff to have administrative access to the Portal and Portal files through the term of this Agreement solely for the purpose of performing maintenance and administrative functions.

#### **IV.R. RDR Branding.**

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

### **V. Miscellaneous**

#### **V.A 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's file and time investment at the time of the refund requested.

#### **V.B. Disclaimer of Warranties.**

**Client further understands and agrees that RDR does not warrant or guarantee that the Client's Regulation D Offering will be successful. Furthermore, RDR also does not provide any assurance or warranty of successful capital formation using the Regulation D Offering Documents 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 offering on behalf of the Client. It is the Client's sole responsibility to engage in execution and promotion 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.**

**V.C. Client Assumes the Sole Obligation to Comply with Securities Laws. IN NO WAY IS RDR PROVIDING LEGAL ADVICE OR HOLDING ITSELF AS EITHER CLIENT'S LAWYER OR AS LEGAL EXPERTS. CLIENT HEREBY WARRANTS TO RDR THEY SHALL ENGAGE AN INDEPENDENT AND KNOWLEDGEABLE ATTORNEY TO PROVIDE ANY LEGAL ADVICE CLIENT MAY DEEM NECESSARY WITH RESPECT TO CLIENT'S COMPANY AND THIS OFFERING. THE 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 AN INVESTMENT FUND.**

**V.D. Advisement to speak with independent attorney. Disclaimer by RDR.**

**THE SERVICES PROVIDED BY RDR INCLUDES THE PREPARATION OF OFFERING DOCUMENTS ON BEHALF OF THE CLIENT. CLIENT ACKNOWLEDGES AND AGREES THAT RDR IS NOT THE ATTORNEY FOR THE CLIENT AND AS SUCH NO ATTORNEY-CLIENT RELATIONSHIP EXISTS BETWEEN RDR AND CLIENT. CLIENT HEREBY WARRANTS TO RDR THEY SHALL ENGAGE AN INDEPENDENT AND KNOWLEDGEABLE ATTORNEY TO PROVIDE ANY LEGAL ADVICE CLIENT MAY DEEM NECESSARY WITH RESPECT TO CLIENT'S COMPANY AND THIS OFFERING. CLIENT WAIVES ANY CLAIM TO LIABILITY, LOSSES, OR DAMAGES THAT MAY ARISE AGAINST RDR RESULTING FROM CLIENT'S FAILURE OR REFUSAL TO ENGAGE AN ATTORNEY IN RELATION WITH THIS OFFERING OR IN GENERAL. RDR WILL CONDUCT THE SERVICES IN CONFORMITY WITH ANY NEEDED LEGAL OPINION(S) OF CLIENT'S ATTORNEY. RDR WILL NOT DRAFT ANY AGREEMENTS, OR ANY OTHER LEGALLY BINDING DOCUMENT ON**

**BEHALF OF THE CLIENT. ANY SUCH DRAFTING MUST BE DONE BY THE CLIENT'S ATTORNEY.**

Client specifically agrees to consult directly with its own financial and tax advisers, at Client's own expense, during the development and execution of the Offering as to all tax related issues that may pertain to:

- (1) the development and execution of the Offering; or,
- (2) any financial audits that may be required for a compliant of the Regulation D Offering.

The expense of any financial audits required to comply with the Regulation D regulations shall be borne solely by the Client.

**V.E. Indemnity.**

**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 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. 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. 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.**

**UNLESS OTHERWISE SPECIFIED IN WRITING, RDR WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE SERVICES INCLUDING THE PROVISION OF THE OFFERING SERVICES OR THE PREPARATION AND SUBMISSION OF THE OFFERING DOCUMENTS, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO CUSTOMER OR TO ANY THIRD-PARTY THROUGH CUSTOMER INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. RDR WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM OR OTHERWISE RELATED TO ISSUER'S, INVESTORS, POTENTIAL INVESTORS, OR ANY THIRD PARTY'S, USE OF OR INABILITY TO USE THE PORTAL, EVEN IF RDR HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER WILL ALSO INDEMNIFY RDR FROM ANY FEES, FINES, OR LIABILITY IMPOSED BY OR ARISING FROM ANY GOVERNMENTAL AGENCY ACTION.**

**CLIENT ACKNOWLEDGES THAT CONTRACTING WITH RDR IS AT CUSTOMER'S SOLE RISK. CLIENT ASSUMES ALL RESPONSIBILITY FOR THE ACCURACY, TIMELINESS, COMPLETENESS, APPROPRIATENESS, AND LEGALITY OF ANY INFORMATION OR MEDIA CUSTOMER SUPPLIES TO THE COMPANY. IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS IN THIS AGREEMENT, IN NO EVENT WILL RDR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER**

**REPRESENTATIVES BE LIABLE TO CLIENT OR TO A THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES OF ANY KIND, ARISING OUT OF OR RELATED TO THE COMPANY'S PROVISION OF ANY SERVICE OR CONTENT OUTPUT ARISING FROM THIS AGREEMENT.**

**THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY IN CLIENT'S STATE OF RESIDENCE, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.**

**V.F. Governing Law/Jurisdiction, Dispute Resolution, and Arbitration Clause.**

This Agreement shall be governed by the laws of the State of Arizona. 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 Denver, Colorado with Arizona 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 Denver, CO. 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.

**V.G. Entire Agreement/Modification.**

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

**V.H. 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.

**V.I. Assignment by RDR; Release.**

RDR MAY 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.

**V.J. Assignment by Client; Release.**

Client may assign its obligations under this Agreement to any affiliated company, provided Client, or its controlling shareholders and/or management (officers and directors), maintain control of such new company. Assignment by Client must be approved by RDR prior to assignment.

**V.K. 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.

**V.L. Payments.**

Payments for the Regulation D Services are accepted via check or wire/ACH transfer payable to Regulation D Resources Enterprises, Inc.

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 Form 1-A document. Such fees would only be considered in cases where the Client's Form 1-A, in the estimation of RDR, is 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. 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 regardless of the status of the Offering or SEC approval of the Offering. 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.

**V.M. 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 or, if purchased by the Client, the investor web portal website platform.

Further, should the Client execute a Securities Token Offering, the launch of the Tokens onto the blockchain shall be executed through a third-party platform of the Client’s choosing. RDR does not assume any liability or responsibility for the services provided by third parties including but not limited to, Smart Contract development, token delivery architecture, token exchange platforms, management of digital wallets, and other services rendered related to the launch and management of Tokens onto the blockchain.

**V.N. Termination for Cause.**

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.

### **V.O. 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.

### **V.P. Waiver**

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

### **V.Q. Notices**

All notices, requests, demands and other communications given under or by reason of this Agreement shall be in writing and shall be deemed given (i) upon delivery when delivered in person, (ii) as of 2:00 p.m. on the day after being delivered to a nationally recognized overnight courier; (iii) upon transmission thereof and receipt of the appropriate answerback when delivered by facsimile transmission or by email; or (v) 72 hours after being placed in a depository of the United States mails when delivered by certified mail (return receipt requested), postage prepaid, addressed as follows (or to such other address as a party may specify by notice pursuant to this provision):

- (a) If to the Company:

**Regulation D Resources Enterprises Inc. RE: Notices**

**1536 Cole Blvd. Suite 220**

**Lakewood, CO 80401**

OR

**legal@regdresources.com**

- (b) If to Customer: (to address provided)

#### **V.R. 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 cause material delay in the delivery of Services (a "Change Order"). In the event of a conflict between the terms of this Agreement and a Change Order, the terms of this Agreement shall govern.

#### **V.S. 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.

#### **V.T. 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.

#### **V.U. Relationship Of Parties**

RDR, 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.

**V.V. Agreement Binding On Successors**

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors, and assigns.

**V.W. 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.

**V.X. 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.

**V.Y. 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.

**V.Z. 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.

**V.AA. 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.

**V.AB. 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.

**V.AC. Agency and Authorization to Carry out Duties**

By signing this Agreement, Customer hereby grants RDR with all authority reasonable or necessary to fulfill its duties under this Agreement including the drafting and submission of all agency documents.

Company Name\*

Name\*

First Name\*

Last Name\*

Phone\*