

Regulation D Resources Enterprises, Inc.

Regulation CF 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” or “Issuer”). 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 CF 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 CF Offering documents;

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

WHEREAS, RDR shall provide the Services to assist the Client in the preparation and execution of the Regulation CF Offering including providing services for (A) Regulation CF 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 CF Offering Preparation and Filing Services

(1)

- Preparation and drafting of a Form C;
- Preparation and drafting of an Offering Term Sheet*;
- 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

Regulation D Investor Web Site

- Build Development of a Regulation CF Investor Offering Page;
- Coordinate with Broker Dealer (“BD”) on compliance of the page with applicable regulations, migrating the site to the BD servers, and turning over complete control of the Web Site at launch to the BD;
- Coordinate with the Transfer Agent and integrate their HTML script.

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 CF 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 CF 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 Form C 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 CF Preparation Services.

The Services provided pursuant to this Agreement include:

- (1) The preparation or delivery of:
 - Form C;
 - 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, 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 Form C and Regulation CF Investor Site Build.

Client agrees to pay to RDR a \$12,000.00 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 \$6,000.00 shall be transferred to RDR;
- A second installment payment of \$6,000.00 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. Fees for Investor Web Portal

IV.A. Web Portal Services

As part of its Services, RDR will create, develop a web page intended to facilitate the subscription of potential investors for the Offering. The Issuer and the BD will have complete control over any substantive and aesthetic content displayed on The Investor Web Portal prior and subsequent to

launch of the web page. The BD shall be responsible for hosting the Web Portal. RDR will have no hosting duties.

IV.B. 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 Form C, submission of such Offering Circular to the Client, or obtaining final Client approval of the Form C.

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.C. Design of Front-End Investor Portal Website.

The front "public" portion of the web page will consist of one scrollable page with multiple menu-linked sections providing general information regarding the Issuer and the Offering.

All Images and Portal content shall be primarily sourced from the Client'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 web page ("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. RDR 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 Client 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 Client although RDR may, at its discretion, engage in such efforts on behalf of the Client.

All web page text will be supplied by the Client in conjunction with narrative derived from the Client's Form C. RDR reserves the right to determine and deny changes or modifications that, in

RDR's sole discretion, do not follow the RDR guidelines or would cause the page to fail compliance standards

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 web page. 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.D. Narrative Provided by Client.

Client understands that any data and narrative submissions to RDR needed for the development of the web page development should be in final form, proof-read, and ready for use in the web page. RDR is not responsible for spelling or grammatical errors in Client 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 web page.

IV.E. Accessibility of Web Site and Application During Construction.

Throughout the construction of the web page, access to draft pages shall be provided by RDR to Client at RDR specified intervals. Until Client has approved the final website, none of the web pages will be accessible to any other persons except Client, the BD, and the Transfer Agent.

IV.F. 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.G. Client Indemnity.

Client 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 Client to Company; or

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

any claim, loss, or litigation resulting from the securities offering executed by the Client. It shall be the Client'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.

V.A. Disclaimer of Warranties.

Client further understands and agrees that RDR does not warrant or guarantee that the Client's Regulation CF Offering will be successful. Furthermore, RDR also does not provide any assurance or warranty of successful capital formation using the Regulation CF Offering Documents and Web Site 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.B. 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.C. 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 CF Offering.

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

V.D. 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 CLIENT OR TO ANY THIRD-PARTY THROUGH CLIENT 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. CLIENT 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 CLIENT'S SOLE RISK. CLIENT ASSUMES ALL RESPONSIBILITY FOR THE ACCURACY, TIMELINESS, COMPLETENESS, APPROPRIATENESS, AND LEGALITY OF ANY INFORMATION OR MEDIA CLIENT 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.E. 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.F. 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.G. 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.H. 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.I. 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.J. 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.K. 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 Client fails to pay any fees hereunder; or (ii) if Client fails to cooperate with Company or hinders Company's ability to perform the Services.

V.L. 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.M. 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.N. 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 Client: (to address provided)

V.O. Changes.

Changes to this Agreement shall become effective only when a written change request is approved and executed by the Client and RDR. RDR agrees to notify Client 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.P. 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.Q. 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.R. 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 Client harmless for any and all claims for taxes, fees, or costs, including but not limited to withholding, income tax, FICA, and workers' compensation.

V.S. 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.T. Assignability

Client 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.U. 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.V. 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.W. 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 Client's complete agreement with the terms of this Agreement.

V.X. 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.Y. Electronic Signature Acceptance

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

V.Z. Agency and Authorization to Carry out Duties

By signing this Agreement, Client 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*