SYNDICATE LEGAL ADVISORY SERVICES

www.SteveMuellerLegal.com

COMBINED CORPORATE LEGAL & CAPITAL MARKETS SERVICES AGREEMENT

This Agreement is entered into as of the date last signed below (the **"Effective Date"**), by and between:

THE FIRM		THE COMPANY / CLIENT
Syndicate Legal Advisory Services www.SteveMuellerLegal.com *(hereinafter referred to as the "Firm")*	**and**	______________________________ *Legal Name of Entity or Individual* *(hereinafter referred to as the "Company")*

WHEREAS, the Firm is a full-service legal advisory firm providing corporate legal and capital markets services to private and public companies across domestic and international markets; and

WHEREAS, the Company desires to retain the Firm to provide certain Corporate Legal Services and/or Capital Markets Services as described herein; and

WHEREAS, the Firm desires to provide such services to the Company, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1 — DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

- **"Agreement"** means this Combined Corporate Legal Services and Capital Markets Services Agreement, including all schedules, exhibits, and amendments hereto.
- **"Attorney"** someone who is duly appointed by the State Bar in the State where the Attorney practices law.
- **"Capital Markets Services"** means the services described in Section 3 of this Agreement, including but not limited to private capital raising, public offerings, securities law compliance, stock exchange listings, debt offerings, mergers and acquisitions advisory, cross-border offerings, regulatory defense, and emerging markets advisory.
- **"Corporate Legal Services"** means the services described in Section 2 of this Agreement, including but not limited to business formation, corporate governance, contract drafting, mergers and acquisitions, employment law, intellectual property, risk management, corporate finance, and dispute resolution.
- **"Company"** means the entity or individual identified above as the client party to this Agreement.
- **"Effective Date"** means the date on which this Agreement is last executed by both parties.
- **"Emerging Markets Company"** means a company that meets the criteria set forth in Section 5 of this Agreement and has been designated as such by the Firm in writing.
- **"Firm"** means Syndicate Legal Advisory Services, a dba and tradename of Syndicate Legal & Financial, LLC, a California limited liability company, operating through www.SteveMuellerLegal.com, and any of its designated affiliates, attorneys, advisors, or authorized representatives.
- **"Fixed Billing"** means the billing structure applicable to Emerging Markets Companies as described in Section 5.
- **"Lawyer"** someone who has completed Law School (or its equivalent, such as the California Law Office Study Program) and who is not a member of any State Bar and is not suspended or barred from practicing law. A Lawyer must have no less than five-years industry experience either practicing law as an attorney or working in a Law Firm.
- **"Paralegal"** someone who holds a valid Paralegal Certificate from an Accredited Paralegal University, College or Trade School, and someone who has no less than five years' experience working in a law office.
- **"Services"** means, collectively, the Corporate Legal Services and/or Capital Markets Services to be provided by the Firm under this Agreement.
- **"Term"** means the initial and any renewal periods of this Agreement, as described in Section 7.
- **"Transaction Securities"** has the meaning ascribed to it in Section 5.3 of this Agreement.
- **"Compensation Shares"** means the shares of Convertible Preferred Stock issued by the Company to the Firm (or its designee) in satisfaction, in whole or in part, of the Company's fee

obligations for Services pursuant to a Stock Payment Election under Section 4.6, having the rights, preferences, privileges, restrictions, and conversion terms set forth in Schedule A.

- **"Convertible Preferred Stock"** means the Series A Convertible Preferred Shares of the Company having the face value, compounding rate of return, escalating face value schedule, shareholder and Company conversion rights, call-in rights, and all other terms and conditions set forth in Schedule A to this Agreement.
- **"Schedule A"** means Schedule A (Terms and Conditions of Convertible Preferred Stock) attached to and incorporated by reference into this Agreement.
- **"Stock Payment Election"** means the Company's election, in accordance with Section 4.6, to satisfy all or a designated portion of its fee obligations for Services through the issuance of Compensation Shares in lieu of cash payment.

SECTION 2 — CORPORATE LEGAL SERVICES

2.1 Scope of Corporate Legal Services

Subject to the terms and conditions of this Agreement, the Firm and its Lawyers and Paralegals agree to provide the Company with Corporate Legal Services, which shall include, but not be limited to, the following practice areas:

- **Business Formation, Structuring & Re-Structuring** — Formation of corporations, limited liability companies, partnerships, and other legal entities; corporate restructuring; holding company formation; subsidiary and affiliate structuring; jurisdictional analysis and entity selection.
- **Corporate Governance & Compliance** — Board structure advisory; drafting and review of bylaws, operating agreements, and corporate resolutions; corporate minutes and records maintenance; officer and director fiduciary duty analysis; internal compliance programs.
- **Contract Drafting & Negotiation** — Preparation, review, and negotiation of commercial agreements, vendor contracts, service agreements, licensing agreements, partnership agreements, non-disclosure agreements, and all other contractual instruments.
- **Mergers & Acquisitions** — Legal advisory on acquisitions, divestitures, mergers, asset purchases, stock purchases, joint ventures, and strategic transactions; due diligence; structuring; documentation; and closing support.
- **Employment & Labor Law** — Employment agreements; independent contractor agreements; non-compete and non-solicitation agreements; HR policy drafting; wage and hour compliance; employee handbooks; executive compensation; and termination advisory.
- **Intellectual Property** — Trademark and copyright advisory; IP licensing; trade secret protection; IP assignment and transfer agreements; IP due diligence; brand protection strategies; and coordination with IP registration counsel.
- **Risk Management & Regulatory Compliance** — Identification and mitigation of legal and regulatory risks; compliance program development; regulatory filings and reporting; government relations advisory; industry-specific compliance.

- **Corporate Finance** — Legal support for debt and equity financings; term sheet and loan agreement review; promissory notes; convertible note agreements; SAFE agreements; investor rights agreements; and related financing documentation.
- **Dispute Resolution & Litigation** — Pre-litigation strategy; demand letters; mediation and arbitration support; coordination with litigation counsel; settlement negotiations; and alternative dispute resolution advisory.
- **Additional**: All services as listed at www.SteveMuellerLegal.com (*not including those listed under "Additional Legal Services" as those are for Individual & Family Legal Services*)

2.2 Additional Corporate Legal Services

The parties acknowledge that the foregoing list is illustrative and not exhaustive. The Firm may provide such other legal services as are mutually agreed upon in writing. The Firm reserves the right to refer specialized matters — including but not limited to tax law, patent prosecution, and immigration — to qualified outside attorneys, and such referrals shall not constitute a breach of this Agreement.

SECTION 3 — CAPITAL MARKETS SERVICES

3.1 Scope of Capital Markets Services

Subject to the terms and conditions of this Agreement, the Firm agrees to provide the Company with Capital Markets Services, which shall include, but not be limited to, the following:

- **Private Capital Raising** — Legal and advisory support for private placements, Regulation D offerings (Rules 504, 506(b), and 506(c)), Regulation A+ offerings, Regulation S offshore transactions, convertible note rounds, SAFE financings, bridge financings, and angel and venture rounds.
- **Public Offerings (IPOs and Follow-ons)** — Advisory and legal support for initial public offerings (IPOs), direct listings, secondary offerings, follow-on public offerings (FPOs), at-the-market (ATM) programs, and related SEC registration and disclosure requirements.
- **Securities Law Compliance & Reporting** — Preparation and review of SEC registration statements (Forms S-1, S-3, S-11, F-1, 10-12G, 8-A12B, 15c2-11 materials), periodic reports (Forms 10-K, 10-Q, 8-K), proxy statements, Section 16 filings, and ongoing reporting obligation advisory.
- **Stock Exchange Listings & Uplistings** — Advisory and documentation for OTC Markets (Pink Sheets, OTCQB, OTCQX) listings and uplistings; NYSE American; Nasdaq Capital Market, Nasdaq Global Select Market; NYSE; and other domestic and international exchanges.
- **Debt Offerings** — Legal support for public and private debt issuances, including convertible debentures, senior secured notes, subordinated notes, bond offerings, and structured finance transactions.
- **Mergers & Acquisitions (Capital Markets)** — Advisory on public company M&A, reverse mergers, special purpose acquisition company (SPAC) transactions, tender offers, going-private transactions, and change-of-control transactions subject to securities law requirements.
- **Cross-Border and International Offerings** — Legal and advisory support for Regulation S offerings, American Depositary Receipt (ADR) programs, dual-listings, foreign private issuer compliance, and multi-jurisdictional capital raises.

- **Regulatory & Enforcement Defense** — Representation and advisory in connection with SEC, FINRA, and other regulatory inquiries, investigations, examinations, and enforcement proceedings; Wells submissions; and related regulatory defense.
- **Emerging Markets** — Specialized advisory for companies in emerging market jurisdictions seeking access to U.S. and international capital markets, including structuring, compliance, and introductory services as further described in Section 5.

3.2 Additional Capital Markets Services

The parties acknowledge that the foregoing list is illustrative and not exhaustive. The Firm may provide such other capital markets advisory and legal services as are mutually agreed upon in writing by the parties.

SECTION 4 — STANDARD COMPENSATION & BILLING

4.1 Standard Hourly Rate

Unless otherwise agreed in writing or unless the Company qualifies as an Emerging Markets Company under Section 5, the Company shall compensate the Firm for Corporate Legal Services at the rate:

1. **Basic Business Plan**
    a. [__] $3,000 Single Annual Payment (12-Month Plan)
    b. [__] $300 Per Month (Month-to-Month Plan)
    c. Plan Includes:
        i. 10 Billable Hours Per Month
        ii. Rollover any unused hours from the previous month's 10 billable hours to the next month (new month's hours are first used, cannot roll any unused hours a second time).
        iii. Maximum of three separate legal issues per month.
        iv. Currently no more than ten (10) employees
        v. Legal Services as detailed at: https://www.stevemuellerlegal.com/business-legal-services
2. **Basic-Plus Business Plan**
    a. [__] $5,000 Single Annual Payment (12-Month Plan)
    b. [x] $500 Per Month (Month-to-Month Plan)
    c. Plan Includes:
        i. 20 Billable Hours Per Month
        ii. Rollover any unused hours from the previous month's 20 billable hours to the next two months (new month's hours are first used, cannot roll any unused hours a third time).
        iii. Maximum of five separate legal issues per month.
        iv. Currently no more than twenty (20) employees
        v. Legal Services as detailed at: https://www.stevemuellerlegal.com/business-legal-services
3. **Complete Business Plan (See Section 4.6 to pay with Stock Shares in lieu of cash)**
    a. [__] $8,000 Single Annual Payment (12-Month Plan)
    b. [__] $800 Per Month (Month-to-Month Plan)
    c. Plan Includes:
        i. 40 Billable Hours Per Month

ii. Rollover any unused hours from the previous month's 40 billable hours to the next month (new month's hours are first used, cannot roll any unused hours a fourth time).
iii. Maximum of ten separate legal issues per month.
iv. Currently no more than fifty (50) employees
v. Legal Services as detailed at: https://www.stevemuellerlegal.com/business-legal-services

NOTE: As Syndicate Legal Advisory Services continues to add more services and introduce new services features, Plan Services and Plan Prices may change. Annual Subscriptions (One-Time Payment / Annual Subscriptions) are guaranteed for that 12-month period (you will not be asked to pay more for new Plan Services). Syndicate Legal Advisory Services' Monthly Subscription Plan Prices may change at any time after a 90-Day Notice of "Plan Price Change" has been emailed to the Primary Party. The Primary Party may terminate this Agreement at any time prior to the Subscription Plan Price Change (under the Terms and Conditions of the Termination of this Agreement below).

Additional hours over the monthly subscription amount will be billed to the client at a rate of:

- Three Hundred Fifty Dollars ($350.00) per hour for lawyer time,
- One Hundred Dollars ($100.00) per hour for paralegal time,
- and at rates to be mutually agreed upon for administrative time.
- Syndicate Legal Advisory Services shall provide the Company with written invoices on a monthly basis, and payment shall be due within thirty (30) days of the invoice date.

4.2 Retainer (Standard Clients)

For standard (non-Emerging Markets) engagements, the Firm may require a retainer deposit to be applied against future invoices. The retainer amount, if any, shall be specified in a separate engagement letter or schedule attached to this Agreement. Unused retainer funds shall be refunded within thirty (30) days following the termination of this Agreement.

4.3 Capital Markets Success Fees (Standard Clients)

For Capital Markets Services provided to standard (non-Emerging Markets) clients, the Firm's compensation structure, including any success fees, placement agent fees, or equity compensation, shall be set forth in a separate Capital Markets Engagement Schedule attached hereto. Such compensation shall be in addition to, and not in lieu of, hourly fees, unless expressly stated otherwise in such schedule.

4.4 Expenses

The Company shall reimburse the Firm for all reasonable out-of-pocket expenses incurred in connection with the Services, including but not limited to filing fees, travel expenses, courier fees, and third-party vendor costs. The Firm shall obtain advance written approval from the Company for any single expense exceeding Five Hundred Dollars ($500.00). Expenses shall be itemized on monthly invoices.

4.5 Late Payment

Invoices not paid within thirty (30) days of the due date shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. The Firm reserves the right to suspend Services upon written notice if payment is more than forty-five (45) days past due.

4.6 Optional Payment Through Issuance of Company Stock (Stock Payment Election) – For Complete Business Plans ONLY.

As an alternative to, or in combination with, cash payment of the fees otherwise due under this Section 4 (and, where applicable, the deferred legal fees described in Section 5.2), the Company may elect to satisfy all or a designated portion of its fee obligations for Services through the issuance to the Firm (or its designee) of shares of the Company's Convertible Preferred Stock (such issued shares, the "Compensation Shares"), upon and subject to the terms and conditions set forth in this Section 4.6 and in Schedule A. A Stock Payment Election is available only with the Firm's prior written consent and is subject in all respects to applicable securities laws and the Firm's professional and ethical obligations.

4. **Payment Method Election (Company to check one)**
    a. [__] Cash Only — the Company shall pay all fees in cash pursuant to Sections 4.1 through 4.5.
    b. [__] Stock Payment Election (100%) — the Company shall satisfy its fee obligations in full through the issuance of Compensation Shares under this Section 4.6 and Schedule A.
    c. [__] Combination — the Company shall pay ______ percent (____%) of fees in cash and satisfy the remaining ______ percent (____%) through the issuance of Compensation Shares under this Section 4.6 and Schedule A.

The following terms and conditions shall govern any Stock Payment Election:

- **Eligible Fees** — A Stock Payment Election may be applied to the Company's monthly or annual subscription fees under Section 4.1, additional hourly fees in excess of the applicable subscription amount, retainer amounts under Section 4.2, reimbursable expenses under Section 4.4, and accrued deferred legal fees under Section 5.2. Capital Markets Services compensation payable in Transaction Securities under Section 5.3 is governed by Section 5.3 and is separate from, and not duplicated by, a Stock Payment Election under this Section 4.6.
- **Number of Compensation Shares; Valuation** — The number of Compensation Shares to be issued in satisfaction of a given dollar amount of fees shall equal (i) the aggregate dollar amount of the fees being satisfied, divided by (ii) the Face Value per share of the Convertible Preferred Stock then in effect under the escalating Face Value schedule set forth in Schedule A (initially Eight Hundred Dollars ($800.00) per share during Months 1 through 12), rounded down to the nearest whole share. Any remaining fractional balance shall, at the Firm's election, be carried forward and applied against the next Stock Payment Election or invoiced and paid in cash. No fractional Compensation Shares shall be issued.
- **Governing Terms of the Stock** — The Compensation Shares shall be shares of Convertible Preferred Stock and shall in all respects be governed by the rights, preferences, privileges, restrictions, Face Value schedule, nine percent (9%) per annum compounding rate of return, shareholder optional conversion rights and associated discounts, mandatory conversion provisions, and Company conversion and "call-in" rights set forth in Schedule A, which Schedule is incorporated into this Agreement by reference.
- **Election Procedure** — The Company may make a Stock Payment Election by delivering written notice to the Firm (which may be made by checking the applicable box above at execution or by separate written notice during the Term). Each election is effective only upon the Firm's written

acceptance. Upon an accepted election, the agreed Compensation Shares shall be credited against the corresponding invoiced or accrued fees, which fees shall be deemed satisfied to the extent of such credit upon issuance of the Compensation Shares.

- **Corporate Authorization and Issuance** — The Company shall take all necessary corporate action (including board and, if required, stockholder approval, and the authorization or designation of a series of Convertible Preferred Stock on the terms of Schedule A) to authorize and effect the issuance of the Compensation Shares. The Company shall issue and deliver the Compensation Shares (by certificate or book-entry) to the Firm or its designee within fifteen (15) business days following the Firm's written acceptance of the applicable election.
- **Securities Law Compliance** — The issuance of the Compensation Shares shall be subject to compliance with all applicable federal and state securities laws, FINRA rules, and any stock exchange listing requirements. The Compensation Shares are expected to be issued as "restricted securities" pursuant to an available exemption from registration (including, without limitation, Section 4(a)(2) of the Securities Act and/or Regulation D), shall bear applicable restrictive legends, and may not be resold absent registration or an available exemption. The Firm shall furnish such investment representations as the Company may reasonably require to perfect the applicable exemption.
- **Registration Rights** — To the extent the Compensation Shares (or the Common Stock issuable upon their conversion) constitute registrable securities, the Firm shall be entitled to the same registration rights, including any piggyback registration rights, granted to other holders of the same class of securities of the Company.
- **Informed Consent; Opportunity to Consult Independent Counsel** — The Company acknowledges that, by electing to pay for Services through the issuance of Compensation Shares, the Firm (or its designee) will acquire an equity or equity-linked interest in the Company. The Company confirms that: (i) the terms of the Stock Payment Election and Schedule A are fair and reasonable to the Company and have been fully disclosed in writing in terms that the Company reasonably understands; (ii) the Company has been advised in writing that it may seek the advice of independent legal counsel of its choosing regarding this Section 4.6 and Schedule A, and has been given a reasonable opportunity to do so; and (iii) the Company consents in writing to the essential terms of this arrangement and the nature of the Firm's resulting interest. This provision is intended to satisfy the applicable rules of professional conduct governing business transactions between a law practice and its client.
- **No Guarantee of Value** — Each party acknowledges that the Compensation Shares carry investment risk and that neither party guarantees the future value, liquidity, or conversion outcome of the Compensation Shares. The satisfaction of fees through Compensation Shares is final upon issuance and shall not be subject to revaluation or clawback on account of subsequent changes in the value of the Company's securities, except as expressly provided in Schedule A.

SECTION 5 — EMERGING MARKETS COMPANY BILLING PROGRAM

EMERGING MARKETS PROGRAM HIGHLIGHTS

✓ **No Retainer Fees**
✓ **Fixed Out-of-Pocket Monthly Billing of $300 (Ten Service Hours)**
✓ **Deferred Legal Fees — Paid from Capital Raised**
✓ **Capital Markets Compensation via Transaction Securities (3% of Each Offering)**

5.1 Emerging Markets Company Designation

A company shall qualify for the Emerging Markets Billing Program if it meets criteria including, but not limited to, the following: (i) the company is incorporated or primarily operating in a developing or emerging market jurisdiction; (ii) the company is seeking access to U.S. or international capital markets for the first time or is in an early stage of its capital markets development; and/or (iii) the Firm, in its sole reasonable discretion, designates the company as an Emerging Markets Company in writing. The Firm reserves the right to modify, suspend, or terminate a company's Emerging Markets designation upon thirty (30) days' written notice.

5.2 Emerging Markets Billing Structure

Notwithstanding the standard billing provisions of Section 4, Emerging Markets Companies shall be subject to the following Fixed Billing structure:

- **No Retainer Required** — The Firm shall not require any retainer deposit from an Emerging Markets Company.
- **Fixed Monthly Out-of-Pocket Payment** — The Company shall pay the Firm a fixed monthly fee equal to Three Hundred Dollars ($300.00), representing ten (10) Service Hours, as the Company's sole monthly out-of-pocket cash obligation under this Agreement (the "Fixed Monthly Fee"). The Fixed Monthly Fee shall be due and payable on the first business day of each calendar month during the Term.
- **Deferred Legal Fees (Corporate Legal Services)** — All hourly lawyer fees incurred in connection with Corporate Legal Services in excess of the Fixed Monthly Fee shall be accrued and deferred by the Firm. Deferred legal fees shall be paid to the Firm from the proceeds of capital raised by the Company in any financing, offering, or capital raise event. Deferred fees shall be paid in full from the first available capital raise proceeds, prior to the distribution of such proceeds to the Company or its equity holders for any other purpose. The Firm shall maintain a running ledger of accrued deferred fees, which shall be made available to the Company upon written request.

5.3 Capital Markets Services — Transaction Securities

As consideration for the Capital Markets Services provided by the Firm to an Emerging Markets Company, the Company agrees to issue to the Firm, or its designated affiliate, a number of securities equal to three percent (3%) of each class or type of securities sold or otherwise issued by the Company in any private or public offering, financing, or capital raise conducted during the Term of this Agreement (the "Transaction Securities"). The following terms and conditions shall govern the issuance of Transaction Securities:

- **Same Class and Terms** — The Transaction Securities shall be of the same class, type, terms, and conditions (including, without limitation, price per share or unit, conversion rights, anti-dilution protections, and registration rights, if any) as those issued to investors in the applicable transaction.
- **Concurrent Issuance** — Transaction Securities shall be issued to the Firm (or its designee) concurrently with the closing of each applicable financing or capital raise event.
- **Legal Compliance** — The issuance of Transaction Securities shall be subject to compliance with all applicable federal and state securities laws, FINRA rules, and any stock exchange listing requirements. The Company shall take all necessary corporate action (including board and, if required, stockholder approval) to authorize and effect such issuance.
- **No Cash Alternative (Unless Agreed)** — Transaction Securities are the agreed non-cash compensation for Capital Markets Services and shall not be substituted with a cash payment unless expressly agreed to in writing by both parties.
- **Registration Rights** — To the extent the Transaction Securities are registrable securities, the Firm shall be entitled to the same registration rights granted to investors in the applicable transaction, including any piggyback registration rights.

5.4 Capital Markets Services — Specific Deliverables

Without limiting the general scope of Capital Markets Services described in Section 3, the Firm's Capital Markets Services for Emerging Markets Companies shall include the following specific deliverables:

- **Institutional Investor Introductions** — Introduction of the Company to Family Offices, Venture Capital Firms, Investment Banks, Registered Investment Advisory Firms, Asset Managers, Hedge Funds, and other Institutional Grade Investment Firms suitable to the Company's stage, sector, and capital requirements.
- **FINRA Broker-Dealer & Market Maker Introductions** — Introduction of the Company to FINRA-registered Broker-Dealers and Market Makers that can, and are willing to, list or promote the Company's securities in accordance with applicable FINRA and SEC rules.
- **Form 15c2-11 Materials (OTC Markets)** — Preparation of all materials required for a FINRA Broker-Dealer or Market Maker associated with the OTC Markets Group (including Pink Sheets, OTCQB, and OTCQX tiers) to file a Form 15c2-11 application with FINRA to initiate or resume quotation of the Company's securities.
- **NYSE / Nasdaq Listing Materials** — Preparation of all materials required for a FINRA Broker-Dealer or Market Maker associated with the New York Stock Exchange (NYSE), NYSE American, Nasdaq Capital Market, or Nasdaq Global Select Market to list and promote the Company's securities, including applicable listing application support.
- **SEC CIK Number Registration** — Preparation and filing of all necessary SEC forms and documentation to obtain the Company's SEC Central Index Key (CIK) Number, enabling the Company to access the SEC's EDGAR electronic filing system.
- **SEC EDGAR Access & Login Credentials** — Preparation and filing of all necessary forms for the Company to secure SEC EDGAR Online access, including obtaining EDGAR filing codes (CIK, CCC, password, and PMAC codes) and establishing the Company's EDGAR online account.
- **Service Provider Introductions** — Introductions to qualified Stock Transfer Agents, Financial Auditors (PCAOB-registered where applicable), SEC EDGAR Filers (filing agents), Market Makers, and other entities and professionals required to support the Company's capital markets activities.

SECTION 6 — COMPANY OBLIGATIONS

6.1 Cooperation

The Company shall cooperate fully with the Firm in connection with the performance of the Services, including by providing timely access to all relevant documents, records, personnel, and information reasonably requested by the Firm. The Company acknowledges that the quality and timeliness of the Services may be materially affected by any delay or failure of the Company to provide required information or cooperation.

6.2 Accuracy of Information

The Company represents and warrants that all information, documents, and representations furnished by the Company to the Firm in connection with this Agreement shall be true, complete, and accurate in all material respects as of the date provided, and the Company shall promptly notify the Firm of any material changes thereto. The Firm shall be entitled to rely upon all information provided by the Company without independent verification.

6.3 Corporate Authority

The Company represents and warrants that: (i) it has full legal authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed, and delivered by the Company; and (iii) the execution, delivery, and performance of this Agreement do not violate any applicable law, regulation, order, or agreement to which the Company is a party or by which it is bound.

6.4 Payment Obligations

The Company shall make all payments required under this Agreement in accordance with the applicable billing provisions of Section 4 or Section 5, as applicable. The Company's obligation to pay deferred fees and to issue Transaction Securities (as applicable) shall survive the termination or expiration of this Agreement with respect to any capital raise or financing event that closes within twelve (12) months following such termination or expiration, where the Firm materially contributed to such capital raise during the Term.

SECTION 7 — TERM AND TERMINATION

7.1 Initial Term

This Agreement shall commence on the Effective Date and shall continue for an initial period of twelve (12) months (the "Initial Term"), unless sooner terminated in accordance with this Section 7.

7.2 Automatic Renewal

Following the expiration of the Initial Term, this Agreement shall automatically renew for successive twelve (12)-month periods (each, a "Renewal Term") unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current term.

7.3 Termination for Convenience

Either party may terminate this Agreement for any reason or no reason upon sixty (60) days' prior written notice to the other party. Termination for convenience shall not relieve the Company of its obligation to pay any amounts owed for Services rendered prior to the effective date of termination, to repay any accrued deferred legal fees, or to issue Transaction Securities in connection with any capital raise that closes within the post-termination tail period described in Section 6.4.

7.4 Termination for Cause

Either party may terminate this Agreement immediately upon written notice for Cause. "Cause" shall mean: (i) a material breach of this Agreement by the other party that remains uncured for thirty (30) days following written notice specifying such breach in reasonable detail; (ii) insolvency, bankruptcy, or the making of a general assignment for the benefit of creditors by the other party; or (iii) any act of fraud, willful misconduct, or gross negligence by the other party.

7.5 Effect of Termination

Upon termination or expiration of this Agreement for any reason: (i) all outstanding invoices shall become immediately due and payable; (ii) all accrued deferred legal fees shall be immediately due and payable; (iii) the Firm shall promptly deliver to the Company copies of all work product and files related to the Company's matters; (iv) each party shall return or destroy the other party's confidential information; and (v) provisions of this Agreement that by their nature should survive termination shall so survive, including without limitation Sections 1, 4, 5.3, 6.4, 8, 9, 10, 11, and 12.

SECTION 8 — CONFIDENTIALITY

8.1 Mutual Confidentiality Obligations

Each party agrees to hold in strict confidence all Confidential Information of the other party and not to disclose such Confidential Information to any third party without the prior written consent of the disclosing party, except as required by applicable law, regulation, or court order. Each party shall use the other party's Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement.

8.2 Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by one party to the other, whether orally, in writing, or by any other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall include, without limitation, business plans, financial data, client lists, legal strategies, investment terms, and proprietary processes. Confidential Information shall not include information that: (i) is or becomes publicly known through no breach of this Agreement; (ii) was rightfully known by the receiving party prior to disclosure without restriction; or (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information.

8.3 Attorney-Client Privilege

Nothing in this Agreement shall be construed to waive or modify any applicable attorney-client privilege, work product doctrine, or other legal privilege. The parties acknowledge that the Firm's legal services are subject to the ethical rules and professional responsibility obligations applicable to attorneys admitted to practice law in the relevant jurisdictions. Syndicate Legal Advisory Services is a Legal Advisory Firm that is owned and operated by Syndicate Legal & Financial, LLC, a licensed, bonded & insured Legal Document Preparation Office duly registered in the County of Los Angeles, State of California (#2024100564).

SECTION 9 — INTELLECTUAL PROPERTY & WORK PRODUCT

9.1 Company Ownership of Work Product

All work product, including legal documents, agreements, filings, memoranda, and other deliverables, specifically prepared by the Firm for the Company pursuant to this Agreement ("Work Product") shall, upon full payment of all fees and expenses owed to the Firm, be the property of the Company. The Firm hereby assigns to the Company all right, title, and interest in and to such Work Product, subject to full payment of all amounts due hereunder.

9.2 Firm's Retained Rights

Notwithstanding the foregoing, the Firm shall retain all right, title, and interest in and to any pre-existing intellectual property, methodologies, templates, know-how, and proprietary tools used in connection with the delivery of the Services ("Firm IP"). To the extent any Work Product incorporates Firm IP, the Firm hereby grants the Company a non-exclusive, non-transferable, royalty-free license to use such Firm IP solely as incorporated in the Work Product and solely for the Company's internal business purposes.

SECTION 10 — DISCLAIMERS, LIMITATION OF LIABILITY & INDEMNIFICATION

10.1 No Guarantee of Results

The Firm makes no representations, warranties, or guarantees regarding the outcome of any legal matter, capital raise, regulatory proceeding, exchange listing, investor introduction, or other matter addressed in the course of the Services. The Firm's Services are advisory and legal in nature and do not guarantee any specific financial, regulatory, or business result.

10.2 Not a Registered Broker-Dealer or Investment Advisor

The Company acknowledges and agrees that the Firm is not a registered broker-dealer, placement agent, registered investment adviser, or licensed securities dealer. Capital Markets Services provided by the Firm are legal and advisory in nature and are not intended to constitute broker-dealer or investment adviser activities requiring registration under the Securities Exchange Act of 1934, the Investment Advisers Act of 1940, or applicable state law. Any introductions to broker-dealers or other registered entities are facilitated as part of the Firm's legal advisory role.

10.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE FIRM BE LIABLE TO THE COMPANY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, EVEN IF THE FIRM HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. THE FIRM'S TOTAL CUMULATIVE LIABILITY TO THE COMPANY FOR ANY CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY THE COMPANY TO THE FIRM IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

10.4 Indemnification by Company

The Company shall indemnify, defend, and hold harmless the Firm and its lawyers, affiliated attorneys, affiliates, officers, directors, employees, and agents (collectively, the "Firm Indemnitees") from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) any breach by the Company of its representations, warranties, or obligations under this Agreement; (ii) any inaccuracy or misrepresentation in information provided by the Company to the Firm; (iii) the Company's violation of any applicable law or regulation; or (iv) any third-party claim arising from the Company's business operations or the transactions contemplated by this Agreement.

SECTION 11 — REGULATORY & SECURITIES LAW NOTICES

11.1 Securities Law Compliance

The Company acknowledges that all capital markets activities, including but not limited to the offer and sale of securities, must be conducted in full compliance with applicable federal and state securities laws, including without limitation the Securities Act of 1933, as amended (the "Securities Act"), the Securities Exchange Act of 1934, as amended (the "Exchange Act"), applicable FINRA rules, and the securities laws of any applicable foreign jurisdiction. The Company shall be solely responsible for ensuring that any securities offering or capital raise activity is conducted in compliance with all applicable laws.

11.2 Investor Suitability

The Company represents and warrants that any offering or sale of securities by the Company shall be made only to investors who meet the applicable suitability, accredited investor, qualified institutional buyer, or other regulatory standards required by law, and that all required disclosure documents, including private placement memoranda, offering circulars, prospectuses, or other disclosure documents, shall be prepared and provided to investors in accordance with applicable law.

11.3 No General Solicitation (Unless Applicable Exemption Available)

In connection with any private offering, the Company shall not engage in any general solicitation or general advertising in violation of applicable securities laws unless operating under a valid exemption (such as SEC Rule 506(c)) that expressly permits general solicitation, in which case the Company shall comply fully with all requirements of such exemption.

SECTION 12 — GENERAL PROVISIONS

12.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles, except to the extent that applicable ethical rules governing the practice of law require the application of the law of another jurisdiction.

12.2 Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS THE CLIENT'S RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS THE CLIENT AND SYNDICATE LEGAL ADVISORY SERVICES HAVE AGAINST EACH OTHER ARE RESOLVED.

In this Mandatory Arbitration section, the term "related third parties" includes the Client(s) and Syndicate Legal Advisory Services' respective affiliates, subsidiaries, parent companies, predecessors, successors, assigns, as well as Syndicate Legal Advisory Services', and these entities' respective employees and agents.

The Client and Syndicate Legal Advisory Services agree that any claim or dispute at law or equity that has arisen, or may arise, between the Client and Syndicate Legal Advisory Services (or any related third parties) that relates in any way to or arises out of this or previous versions of this Agreement, The Client's use of or access to the Services, or the actions of Syndicate Legal Advisory Services or its agents, will be resolved in accordance with the provisions set forth in this Mandatory Arbitration Section.

Applicable Law: The Client agrees that, except to the extent inconsistent with or preempted by Federal Law, the Laws of the State of California, without regard to principles of conflict of laws, will govern this Agreement or any Service Contracts (as defined above) and any claim or dispute that has arisen or may arise between the Client and Syndicate Legal Advisory Services, except as otherwise stated in this Agreement.

Agreement to Arbitrate: The Client and Syndicate Legal Advisory Services each agree that any and all disputes or claims that have arisen, or may arise, between the Client and Syndicate Legal Advisory Services (or any related third parties) that relate in any way to or arise out of this or previous versions of the Agreement (including any "Services Contract"), the Client's use of or access to the Services, the actions of Syndicate Legal Advisory Services or its agents, or any products or services sold, offered, or purchased through Syndicate Legal Advisory Services shall be resolved exclusively through final and binding arbitration, rather than in court.

Alternatively, the Client may assert its claims in small claims court, if the Client's claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, nonrepresentative) basis. The Federal Arbitration Act ("FAA"), and to the extent not inconsistent with the FAA, the laws of the State of California, without regard to principles of conflict of laws, governs the interpretation and enforcement of this Agreement to Arbitrate.

1. Prohibition of Class and Representative Actions and Non-Individualized Relief: THE CLIENT AND SYNDICATE LEGAL ADVISORY SERVICES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH THE CLIENT AND SYNDICATE LEGAL ADVISORY SERVICES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER CLIENTS OF SYNDICATE LEGAL ADVISORY SERVICES. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or a particular request for a remedy (such as a request for injunctive relief), then that claim or that remedy request (and only that claim or that remedy request) must be severed from the arbitration and may be

brought in court (subject to the terms of this section), subject to the Client and Syndicate Legal Advisory Services' right to appeal the court's decision. All other claims will be arbitrated.

2. Arbitration Procedures: Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individualized basis that a court can award to an individual. An arbitrator should apply the terms of this Agreement as a court would. All issues are for the arbitrator to decide, except those issues relating to arbitrability, or the scope or enforceability of this Agreement to Arbitrate, shall be for a court of competent jurisdiction to decide.

   The arbitration will be administered by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules and the AAA's Commercial Arbitration Rules, and the AAA's International Centre for Dispute Resolution Rules (as applicable), as modified by this Agreement to Arbitrate. Absent agreement of the parties, the AAA shall decide which AAA rules apply to the arbitration. The AAA's rules are available at www.adr.org and www.icdr.org. In the event that the AAA is unavailable to administer the arbitration, another administrator will be selected by the parties or, if the parties cannot reach the agreement, the court shall select the administrator.

   A party who intends to seek arbitration must first send to the other, by certified mail, a valid Notice of Dispute ("Notice"), which may be downloaded at www.adr.org. The Notice to Syndicate Legal Advisory Services must be sent to Syndicate Legal Advisory Services, Attn: Litigation Department, Re: Notice of Dispute, 633 West Fifth Street (26th Floor), Los Angeles, California 90071; with a copy emailed to STEVE@STEVEMUELLERLEGAL.COM. Syndicate Legal Advisory Services will send any Notice to the Client at the physical address that Syndicate Legal Advisory Services has on file for the Client, as well as send a copy via email to the Primary Contract. It is the Client's responsibility to keep its physical address up to date. To be valid, the Client must personally sign the Notice and complete all information on the Notice form, including a description of the nature and basis of the claims the Client is asserting, and the specific relief sought.

   If the Client and Syndicate Legal Advisory Services are unable to resolve the claims described in a valid Notice within 30 days after Syndicate Legal Advisory Services receives the Notice, the Client or Syndicate Legal Advisory Services may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's site at www.adr.org. In the event Syndicate Legal Advisory Services initiates an arbitration against the Client, Syndicate Legal Advisory Services will send a copy of the completed form to the physical address that Syndicate Legal Advisory Services has on file for the Client. Any settlement offer made by the Client or Syndicate Legal Advisory Services shall not be disclosed to the arbitrator.

   Whether the Client resides in the United States or in another country, the arbitration hearing will be held in Los Angeles County, State of California, Country of the United States. Where no disclosed claims or counterclaims exceed $25,000, the dispute shall be resolved by the submission of documents only, subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, the Client and/or Syndicate Legal Advisory Services may attend by telephone or by Zoom (or other video conferencing technology), unless the arbitrator requires otherwise. The language of the arbitration will be English.

   The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different client of Syndicate Legal Advisory Services, but is bound by rulings in prior arbitrations involving the same Client to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

3. Cost of Arbitration: Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the Client complied with the Notice of

Dispute procedures of this Section of the Agreement, and the value of the relief sought is $10,000 or less, at the Client's request, Syndicate Legal Advisory Services will pay all administration and arbitrator fees associated with the arbitration. Any request for payment of fees by Syndicate Legal Advisory Services should be submitted by mail to the AAA along with the Client's Demand for Arbitration and Syndicate Legal Advisory Services will make arrangements to pay administration and arbitrator fees directly to the AAA. In the event the arbitrator determines the claim(s) the Client asserts in the arbitration to be frivolous, the Client agrees to reimburse Syndicate Legal Advisory Services for all fees associated with the arbitration paid by Syndicate Legal Advisory Services on the Client's behalf that the Client otherwise would be obligated to pay under the AAA's rules.

4. Severability: With the exception of the "Prohibition of Class and Representative Actions and Non-Individualized Relief", if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

12.3 Entire Agreement

This Agreement, together with any schedules, exhibits, and written amendments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, whether oral or written. No prior drafts of this Agreement shall be used in the interpretation or construction of this Agreement.

12.4 Amendments

This Agreement may not be modified, amended, or supplemented except by a written instrument duly executed by authorized representatives of both parties. No course of dealing or usage of trade shall modify or supplement any provision of this Agreement.

12.5 Waiver

No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of that right, power, or remedy. A waiver of any particular breach or default shall not constitute a waiver of any subsequent breach or default.

12.6 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, or if such modification is not possible, such provision shall be severed from this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect.

12.7 Assignment

Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, except that the Firm may, without the Company's consent, assign this Agreement to any successor entity resulting from a merger, acquisition, or reorganization of the Firm, provided that the successor assumes all of the Firm's obligations hereunder. Any assignment in violation of this Section shall be void and of no effect.

12.8 Independent Contractor

The parties are independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, employment, or fiduciary relationship between the parties for any purpose. The Firm shall retain full control over the manner and means of performing the Services, consistent with the Firm's professional obligations.

12.9 Notices

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed duly delivered when: (i) delivered personally; (ii) sent by nationally recognized overnight courier; or (iii) sent by email with written confirmation of receipt, in each case to the address or email address of the applicable party as set forth in this Agreement or as otherwise designated in writing. Notices to the Firm shall be addressed to Syndicate Legal Advisory Services at the contact information provided at www.SteveMuellerLegal.com.

12.10 Counterparts; Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Electronic or digital signatures shall be deemed valid and binding to the same extent as original signatures.

12.11 Headings

The section headings and subheadings in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

12.12 Force Majeure

Neither party shall be liable for any delay or failure in performance resulting from causes beyond such party's reasonable control, including without limitation acts of God, natural disasters, pandemic, war, terrorism, government action, power failures, or internet service disruptions, provided that the affected party provides prompt written notice of such event and uses commercially reasonable efforts to mitigate its effects.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Combined Corporate Legal Services and Capital Markets Services Agreement as of the date last signed below.

SYNDICATE LEGAL ADVISORY SERVICES	COMPANY / CLIENT
Signature	Signature
Steve Mueller	Printed Name
Lawyer, Co-Founder & Managing Partner	Title / Position
	Date

SYNDICATE LEGAL ADVISORY SERVICES

www.SteveMuellerLegal.com

Confidential — For Authorized Parties Only

SCHEDULE A — TERMS AND CONDITIONS OF CONVERTIBLE PREFERRED STOCK

This Schedule A is incorporated into and made a part of the Combined Corporate Legal Services and Capital Markets Services Agreement between the Firm and the Company (the "Agreement") and sets forth the terms, conditions, rights, preferences, and restrictions of the Company's Convertible Preferred Stock (the "Series A Convertible Preferred Shares") issuable to the Firm as Compensation Shares pursuant to a Stock Payment Election under Section 4.6 of the Agreement. Capitalized terms used but not defined in this Schedule A have the meanings given to them in the Agreement. References to the "Shareholder" mean the Firm or its designee in its capacity as a holder of Series A Convertible Preferred Shares.

Months 1 to 12

- Face Value of each Convertible Preferred Share is $800.
- The Compound Rate of Interest is 9% per annum.
- Face Value at the end of twelve months: $875.05.
- **No Conversion Options.** During Months 1 to 12 the Shareholder shall have no conversion option.
- The Company has the right to convert the Convertible Preferred Shares to Common Stock Shares of the Company should the Company be acquired or merged with another company (where the Company has less than 50% controlling interest). The Company has the right to "Call-In" all of the Shareholder's Convertible Preferred Shares at the value of the Company's Common Stock Shares, less the appropriate discount in the Year and Month that the acquisition or merger occurs.

Months 13 to 24 (Shareholder Optional Conversion)

- Face Value of each Convertible Preferred Share is now $875.05.
- The Compound Rate of Interest is 9% per annum.
- Face Value at the end of the twenty-fourth month is $957.13.
- **Shareholder Conversion Option:** At any time during Months 13 to 24, the Shareholder may choose to convert any share(s) of Convertible Preferred Stock to Common Stock Shares of the Company at their market price / market value minus five percent (5%) of the Company's Common Stock Shares Price / Value at the time of conversion / closing, as determined by an Independent third-party valuation firm that is chosen by the Company's Board of Directors and approved by the Shareholder. If the Company is listed on any trading market (NYSE, NASDAQ, OTC, etc.), the price per share shall be based on the previous sixty-day average.
- The Company has the right to convert the Convertible Preferred Shares to Common Stock Shares of the Company should the Company be acquired or merged with another company (where the Company has less than 50% controlling interest). The Company has the right to "Call-In" all of the Shareholder's Convertible Preferred Shares at the value of the Company's Common Stock Shares, less the appropriate discount in the Year and Month that the acquisition or merger occurs.

Months 25 to 36 (Shareholder Optional Conversion)

- Face Value of each Convertible Preferred Share is now $957.13.
- The Compound Rate of Interest is 9% per annum.
- Face Value at the end of the thirty-sixth month is $1,046.92.
- **Shareholder Conversion Option:** At any time during Months 25 to 36, the Shareholder may choose to convert any share(s) of Convertible Preferred Stock to Common Stock Shares of the Company at

their market price / market value minus ten percent (10%) of the Company's Common Stock Shares Price / Value at the time of conversion / closing, as determined by an Independent third-party valuation firm that is chosen by the Company's Board of Directors and approved by the Shareholder. If the Company is listed on any trading market (NYSE, NASDAQ, OTC, etc.), the price per share shall be based on the previous sixty-day average.

- The Company has the right to convert the Convertible Preferred Shares to Common Stock Shares of the Company should the Company be acquired or merged with another company (where the Company has less than 50% controlling interest). The Company has the right to "Call-In" all of the Shareholder's Convertible Preferred Shares at the value of the Company's Common Stock Shares, less the appropriate discount in the Year and Month that the acquisition or merger occurs.

Months 37 to 48 (Shareholder Optional Conversion)

- Face Value of each Convertible Preferred Share is now $1,046.92.
- The Compound Rate of Interest is 9% per annum.
- Face Value at the end of the forty-eighth month is $1,145.12.
- **Shareholder Conversion Option:** At any time during Months 37 to 48, the Shareholder may choose to convert any share(s) of Convertible Preferred Stock to Common Stock Shares of the Company at their market price / market value minus fifteen percent (15%) of the Company's Common Stock Shares Price / Value at the time of conversion / closing, as determined by an Independent third-party valuation firm that is chosen by the Company's Board of Directors and approved by the Shareholder. If the Company is listed on any trading market (NYSE, NASDAQ, OTC, etc.), the price per share shall be based on the previous sixty-day average.
- The Company has the right to convert the Convertible Preferred Shares to Common Stock Shares of the Company should the Company be acquired or merged with another company (where the Company has less than 50% controlling interest). The Company has the right to "Call-In" all of the Shareholder's Convertible Preferred Shares at the value of the Company's Common Stock Shares, less the appropriate discount in the Year and Month that the acquisition or merger occurs.

Months 49 to 60 (Shareholder Optional & Mandatory Conversion)

- Face Value of each Convertible Preferred Share is now $1,145.12.
- The Compound Rate of Interest is 9% per annum.
- Face Value at the end of the sixtieth month is $1,252.54.
- **Shareholder Conversion Option:** At any time during Months 49 to 59, the Shareholder may choose to convert any share(s) of Convertible Preferred Stock to Common Stock Shares of the Company at their market price / market value minus twenty percent (20%) of the Company's Common Stock Shares Price / Value at the time of conversion / closing, as determined by an Independent third-party valuation firm that is chosen by the Company's Board of Directors and approved by the Shareholder. If the Company is listed on any trading market (NYSE, NASDAQ, OTC, etc.), the price per share shall be based on the previous sixty-day average.
- **Mandatory Conversion Option:** On the last day of the sixtieth month, the Shareholder is required to convert any share(s) of Convertible Preferred Stock to Common Stock Shares of the Company at their market price / market value minus twenty-five percent (25%) of the Company's Common Stock Shares Price / Value at the time of conversion / closing, as determined by an Independent third-party valuation firm that is chosen by the Company's Board of Directors and approved by the Shareholder. If the Company is listed on any trading market (NYSE, NASDAQ, OTC, etc.), the price per share shall be based on the previous sixty-day average.

- The Company has the right to convert the Convertible Preferred Shares to Common Stock Shares of the Company should the Company be acquired or merged with another company (where the Company has less than 50% controlling interest). The Company has the right to “Call-In” all of the Shareholder’s Convertible Preferred Shares at the value of the Company’s Common Stock Shares, less the appropriate discount in the Year and Month that the acquisition or merger occurs.

General Company Conversion and Call-In Right

The Company has the right to convert the Series A Convertible Preferred Shares to Common Shares of the Company should the Company be acquired or merged with another company (where the Company has less than 50% controlling interest). The Company has the right to “Call-In” all Series A Convertible Preferred Shares at the value of the Company’s Common Shares, less the appropriate percentage discount in the Year that the acquisition or merger occurs.

In the event of any conflict between this Schedule A and the body of the Agreement with respect to the terms of the Convertible Preferred Stock, this Schedule A shall control. All conversions, valuations, and issuances contemplated by this Schedule A remain subject to the securities-law compliance and informed-consent provisions of Section 4.6 of the Agreement.