

PITCHDECK, INC.
CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this “*Agreement*”) is made and entered into as of 10/23/17 (the “*Effective Date*”) by and between Pitchdeck, Inc., a Delaware corporation (the “*Company*”), and Raymond Christian Alvarez Velez (the “*Consultant*”).

WHEREAS, the Company desires certain services described herein; and

WHEREAS, the Consultant desires to contract with the Company to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ***Project.*** The Consultant shall serve as a consultant to the Company for a period commencing on the Effective Date and concluding upon termination of this Agreement in accordance with Section 8 of this Agreement.

2. ***Scope of Work.*** The Consultant shall perform the services set forth in Exhibit A attached hereto (the “*Services*”). Any additions to or modifications to the Services shall be set forth in writing and shall be signed by both parties. The performance of the Services and the compensation for such Services necessary to the completion of such additions or modifications shall be governed by this Agreement unless otherwise described in a written agreement of the parties.

3. ***Fees and Expenses.***

4. ***Consulting Fees.*** The Company agrees to compensate the Consultant for the Services in accordance with the terms set forth in Exhibit B attached hereto.

5. ***No Expense Reimbursement.*** The Consultant shall be responsible for all expenses incurred by the Consultant in conjunction with the Services.

6. ***Nonsolicitation and Noninterference.*** The Consultant acknowledges and agrees that the Company has a valid interest in maintaining a stable work force and staying in business. Accordingly:

7. ***Nonsolicitation of Company Employees and Other Service Providers.*** During the term of this Agreement, and for 24 months thereafter, the Consultant and anyone to whom the Consultant discloses “Confidential Information” (as defined below) shall not directly or indirectly, either on its own behalf or on behalf of any third party, solicit the Company’s directors, officers, employees, agents or consultants in a manner intended to induce such persons to modify, reduce or discontinue their relationship with the Company.

8. ***Nonsolicitation of Company Customers.*** During the term of this Agreement, and for 24 months thereafter, the Consultant and anyone to whom it discloses Confidential Information shall not directly or indirectly using Confidential Information, either on its own behalf or on behalf of any third party, disrupt, damage, impair or interfere with the business of the Company, whether by way of interfering with, soliciting, recruiting or raiding the Company's customers or clients or in any manner attempting to persuade, encourage or induce any such persons to modify, reduce or discontinue their relationship with the Company.

9. ***Noninterference.*** The Consultant and anyone to whom it discloses Confidential Information shall not directly or indirectly using Confidential Information, either on its own behalf or on behalf of any third party, disrupt, damage, impair or interfere with the business of the Company, whether by way of interfering with, soliciting, recruiting or raiding the Company's vendors, suppliers, partners or other third parties with which the Company does business, or in any manner attempting to persuade, encourage or induce any such persons to discontinue their relationship with the Company.

10. ***Confidentiality.***

11. ***Definition.*** For purposes of this Agreement, "***Confidential Information***" means any information related to any aspect of the business of the Company (including any person or entity directly or indirectly controlled by or controlling the Company, or in which any of the aforesaid have at least a 50% interest) which is either (i) information not known by the trade generally, even though such information may be disclosed to one or more third parties pursuant to agreements entered into by the Company, or (ii) proprietary information of the Company, whether of a technical nature or otherwise. Confidential Information includes "Inventions" (as defined below), any other inventions, trade secrets, original works, findings, reports, disclosures, processes, systems, methods, formulae, procedures, concepts, compositions, techniques, drawings, models, diagrams, flow charts, research, data, devices, machinery, copyrights, copyright applications, patents, patent applications, trademarks, trademark applications, intellectual property, instruments, materials, products, patterns, compilations, programs, techniques, sequences, designs, research or development activities and plans, specifications, documentation, algorithms, software, computer programs, source code, object code, mask works, costs of production, contract forms, prices, pricing policies and similar financial data, volume of sales, promotional methods, marketing plans and techniques, identities of and information regarding customers, clients and personnel, lists of vendors or suppliers, business plans, business opportunities, financial statements and other financial information, including, without limitation, the purpose and existence of this Agreement. Confidential Information also includes the confidential or proprietary information of the Company's consultants, vendors, suppliers, partners, customers, clients and other parties with which it does business.

12. ***Nondisclosure.*** The Consultant acknowledges that Confidential Information is of great value to the Company. Accordingly, the Consultant and each employee or other agent of the Consultant who provides Services pursuant to this Agreement agree to hold all Confidential Information in confidence and not disclose, use, copy, publish, summarize or remove from the premises of the Company any Confidential Information. Upon the expiration or termination of

this Agreement, the Consultant and each employee or other agent of the Consultant who provides Services pursuant to this Agreement agree (i) to promptly deliver to the Company all papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment and other materials, including copies and in whatever form, relating to the Company that the Consultant possesses or creates, whether or not confidential or proprietary, (ii) not to disclose, use, copy, publish, summarize or remove from the premises of the Company any Confidential Information, and (iii) promptly to execute and deliver to the Company the “Termination Certificate” attached hereto as Exhibit C.

13. ***Inventions and Original Works of Authorship.***

14. ***Definition.*** For purposes of this Agreement, “***Inventions***” means any and all ideas and discoveries, including, without limitation, inventions, trade secrets, original works of authorship, trademarks, findings, reports, disclosures, processes, systems, methods, formulae, procedures, concepts, compositions, techniques, drawings, models, diagrams, flow charts, research, data, devices, machinery, intellectual property, instruments, materials, products, patterns, compilations, programs, techniques, sequences, designs, specifications, documentation, algorithms, software, computer programs, source code, object code and mask works, as well as improvements thereof or know-how related thereto, whether copyrightable or patentable or not, which are made by the Consultant, alone or in combination with others, either pursuant to the provision of Services under this Agreement, or with the use of or as a result of access to Confidential Information, including, without limitation, any derivative work which constitutes an improvement or modification to any tangible form of Confidential Information, such as any design, drawing, or product that embodies Confidential Information.

15. ***Ownership and Assignment.*** All Inventions, and all documentation and notes related thereto, made or conceived by the Consultant during the term of this Agreement shall, to the maximum extent permitted by law, become and remain the sole and exclusive property of the Company. The Consultant shall promptly notify the Company in writing of all Inventions conceived or made by the Consultant. To the extent that ownership of such Inventions does not automatically vest in the Company, the Consultant hereby assigns to the Company or its designees, without further consideration, the Consultant’s entire right, title, and interest in and to all Inventions, including all rights to obtain, register, perfect, and enforce patents, copyrights, mask work rights, and other intellectual property rights and protections with respect thereto, whether or not patent or copyright applications are filed thereon.

16. ***Power of Attorney.*** During the term of the term of this Agreement and as necessary thereafter, the Consultant shall assist the Company (at the Company’s expense) to obtain and enforce patents, copyrights, mask work rights, and other forms of intellectual property protection on Inventions. If the Company is unable because of the mental or physical incapacity of the Consultant or any applicable employee or other agent of the Consultant or for any other reason to secure the signature of the Consultant or any applicable employee or other agent of the Consultant to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations covering Inventions assigned to the Company pursuant to Section 7(b), then the Consultant hereby irrevocably designates and appoints the Company and its duly

authorized officers and agents as the Consultant's agent and attorney in fact, to act for and on the Consultant's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon.

17. ***Moral Rights.*** The Consultant and each employee or other agent of the Consultant who provides Services pursuant to this Agreement also hereby irrevocably transfer and assign to Company, and waive and agree never to assert, any and all "Moral Rights" (as defined below) that the Consultant or any such employee or other agent of the Consultant may have in or with respect to any Inventions, during and after the term of this Agreement. "***Moral Rights***" mean any rights to claim authorship of any Invention, to object to or prevent the modification or destruction of any Invention, to withdraw from circulation or control the publication or distribution of any Invention, and any similar right existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right."

18. ***Patent Applications.*** If the Company files an original United States patent application covering any invention of which the Consultant or any employee or other agent of the Consultant is a named inventor, the Consultant or any such employee or other agent of the Consultant shall receive an inventor's fee of \$100.

19. ***Further Assurances.*** The Consultant and each employee or other agent of the Consultant who provides Services pursuant to this Agreement shall execute such documents as the Company shall reasonably require to evidence and confirm the transfer of rights to the Company made under this Agreement.

20. ***Termination.*** This Agreement shall terminate 4 months after the Effective Date. In addition, either party shall have the right to terminate this Agreement at any time upon 30 days written notice. Upon any termination of this Agreement, the Company shall make payments to the Consultant for all work performed in accordance with the terms and conditions of this Agreement up to the date of termination, and the Consultant shall immediately return to the Company, without limitation, all documents, drawings and any other items of whatever nature supplied to the Consultant by the Company or owned by the Company pursuant to this Agreement. The parties hereto may extend the term of this Agreement by means of a written instrument executed by each of them, including in counterparts.

21. ***Survival.*** Each and all of the terms, provisions and/or covenants of each of Sections 5 through 22 of this Agreement shall, for any and all purposes whatsoever, survive the termination of this Agreement.

22. ***Independent Contractor/Taxes.*** Consultant is not an agent or employee of the Company and has no authority to act on behalf of the Company or to otherwise obligate or bind the Company by contract or otherwise. The Company shall not withhold any taxes from compensation it pays the Consultant, except as otherwise required by law. The Company shall

report all compensation paid to the Consultant via IRS Form 1099-MISC. The Consultant shall provide the Company with a duly executed IRS Form W-9 on the Effective Date.

23. ***Third Party Contracts.*** The Consultant represents and warrants that except as disclosed in writing to the Company, (a) there are no other contracts to assign Inventions that are now in existence between any other party and the Consultant, and (b) the Consultant has no employments, consultancies or undertakings which would restrict or impair the Consultant's performance of this Agreement. The Consultant shall not improperly use or disclose any proprietary information or trade secrets of any former or current employer or other third party. The Consultant shall not bring onto the premises of the Company any unpublished documents or any property belonging to any former or current employer or other third party unless consented to in writing by such employer or such other third party. If, in the course of the Consultant's performance of this Agreement, the Consultant incorporates a prior Consultant-owned invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such prior invention.

24. ***Assignment.*** The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors, heirs, executors and administrators, as the case may be; provided, however, that as the Company has specifically contracted for the Services to be provided by the Consultant hereunder, the Consultant may not assign or delegate the Consultant's obligations under this Agreement either in whole or in part without the prior written consent of the Company.

25. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, excluding those laws that direct the application of the laws of another jurisdiction.

26. ***Injunctive Relief.*** The Consultant acknowledges and agrees that damages shall not be an adequate remedy in the event of a breach of any of the Consultant's obligations under this Agreement. The Consultant therefore agrees that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to the Company and without the necessity of posting a bond or other security) to obtain an injunction from any court of competent jurisdiction prohibiting the continuance or recurrence of any breach of the Consultant's obligations under this Agreement. The Consultant hereby submits to the jurisdiction and venue of said courts of competent jurisdiction.

27. ***Arbitration.*** Except as contemplated by Section 14, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Diego County California, or another location agreed to by the parties. The arbitration shall be administered by ADR Services, Inc. The arbitration shall be held before a sole arbitrator and shall be binding with no right of appeal. The arbitration shall be conducted pursuant to the ADR Services, Inc. Standard Arbitration Rules. The arbitration shall be commenced by filing a demand for arbitration with the

administrator of ADR Services, Inc. and serving the demand on the opposing party. The responding party may file a response and/or a counter-claim within 15 calendar days. If no response is filed, all the allegations of the demand shall be deemed denied. The parties shall select an arbitrator by mutual agreement through ADR Services, Inc. within 30 calendar days after the date the demand for arbitration is filed. If the parties are unable to agree on the selection of an arbitrator within such time, the administrator of ADR Services, Inc. shall select an independent arbitrator. The costs of the arbitration, including the arbitrator's fees, shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise. Judgment upon the award rendered by the arbitrators shall be specifically enforceable and may be entered in any court having jurisdiction thereof, and the parties hereby submit to the jurisdiction and venue of said court.

28. **Headings.** The headings in this Agreement are intended principally for convenience and shall not, by themselves, determine the rights and obligations of the parties to this Agreement.

29. **Attorneys' Fees.** The prevailing party in any suit brought to enforce its rights under this Agreement shall be entitled to reasonable attorneys' fees and costs.

30. **Notices.** All notices, requests, demands, and other communications required by, or made in connection with, this Agreement or the transactions contemplated by this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered in person or recognized overnight courier, or on the first business day after transmission if sent by confirmed facsimile transmission or electronic mail transmission, or three business days after mailing if mailed by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

| | |
|--------------------|--|
| If to the Company: | Pitchdeck, Inc. Attention: President 41503 Ashburn Road Temecula, CA 92591 |
|--------------------|--|

| | |
|-----------------------|--|
| If to the Consultant: | The address listed on the signature page hereto. |
|-----------------------|--|

Such addresses may be changed, from time to time, by means of a notice given in the manner provided in this Section 18.

31. **Severability.** If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the maximum extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

32. **Waiver.** The waiver of any term or condition contained in this Agreement by any party to this Agreement shall not be construed as a waiver of a subsequent breach or failure of

the same term or condition or a waiver of any other term or condition contained in this Agreement.

33. ***Counterpart and Facsimile Signatures.*** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature (including signatures in Adobe PDF or similar format).

34. ***Entire Agreement; Modifications.*** Except as otherwise provided herein or in the exhibits hereto, this Agreement represents the entire understanding among the parties with respect to the subject matter of this Agreement, and this Agreement supersedes any and all prior and contemporaneous understandings, agreements, plans, and negotiations, whether written or oral, with respect to the subject matter hereof, including, without limitation, any understandings, agreements, or obligations respecting any past or future compensation, bonuses, reimbursements, or other payments to the Consultant from the Company. All modifications to this Agreement must be in writing and signed by each of the parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the Effective Date.

Company:

PITCHDECK, INC.

Signature: *Matthew Hefferon*

Name: Matthew Hefferon

Title: Founder, CEO

Consultant:

Raymond Christian Alvarez Velez

Signature: 

Name: Raymond Christian Alvarez Velez

Title: Software Engineer

Address : 156 Cr 429 C, Uvalde , Texas, 78801

EXHIBIT A

SCOPE OF SERVICES

The Consultant's "**Services**" to the Company shall include, without limitation, the following:

1. Startup Profile - Replace current layout with a similar layout to the investor profile. (To be completed by contract end)
2. Investor Profile - General bug fixes along with adding a Deal flow / Discovery page. (To be completed by contract end)
3. API's - Add the following API's to the platform (To be completed by contract end)
 - Investor accreditation API
 - PDF API
 - Payments API
 - Search API
4. Move completed MVP from Heroku to AWS (To be completed by contract end)
5. such other general consulting services relating to the foregoing as the Company's Chief Technology Officer or Chief Executive Officer may request.

Although the nature and timing of the projects described above will vary, the Consultant and the Company expect that Consultant will provide 40 hours of Services to the Company per week. The Consultant shall communicate with the Company via the Company's Chief Technology Officer. The Consultant and the Company shall collaborate on setting any necessary due dates for completion of the Services consistent with the terms of this Agreement.

Except as otherwise set forth in this Agreement, the Company shall not control in any way the methods used by the Consultant in performing the Services. Except as otherwise set forth in this Agreement, the Consultant shall at all times, and at the Consultant's own expense, maintain all facilities, equipment, and instrumentalities required to perform the Services, including, without limitation, office space, computer, printer, internet connection, facsimile, paper, office supplies and telephone.

The Consultant may perform services for others while this Agreement is in effect; provided, however, that the Consultant has, as of the Effective Date, informed the Company in writing of all of Consultant's current engagements and shall inform the Company in writing of all new engagements or material changes to existing engagements. The Consultant represents

and warrants that the Consultant performs services for others and that the Consultant holds itself out to the public as available to do so because the Consultant is an independent contractor.

EXHIBIT B

CONSULTING FEES

The Company shall pay the Consultant a fee of 1,000 shares of Common Stock per week. The consultant agrees that a minimum of 40 hours of work related to the Services, as defined in Exhibit A, will be performed per week.

Upon completion of the Services to the reasonable satisfaction of the Company, the Company's management shall recommend to the Company's Board of Directors that the Consultant be issued shares of the Company's Common Stock pursuant to the terms and conditions of the Company's 2015 Stock Option/Stock Issuance Plan. The number of shares issued will equal the total weeks the contract is in place multiplied by 1,000. The Company shall report the value of such shares as compensation paid to the Consultant via IRS Form 1099-MISC.

Other than as set forth above, the Company shall pay the Consultant no other compensation, whether in cash or non-cash form, for the Services.

EXHIBIT C

TERMINATION CERTIFICATE

This is to certify that I do not have in my possession, nor have I failed to return, any papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment, designs, computer programs or other materials, including copies and reproductions of any of the aforementioned items, in whatever form, relating to Pitchdeck, Inc. (the “*Company*”), whether or not confidential or proprietary.

I further certify that I have complied with all the terms of the Consulting Agreement by and between the Company and Raymond Christian Alvarez Velez dated as of October 20, 2017 (the “*Consulting Agreement*”).

Moreover, I acknowledge and agree that, in compliance with the Consulting Agreement, Raymond Christian Alvarez Velez shall hold in confidence and shall not disclose, use, copy, publish, summarize or remove from the premises of the Company any “Confidential Information” (as defined in the Consulting Agreement).

Date: _____

Raymond Christian Alvarez Velez