

EDITORIAL AGREEMENT

This Agreement is made this 6 day of July 2014 between Agora Financial, LLC, a Maryland Limited Liability Company (herein "LLC"), and Marylebone Holdings LTD. a Virginia C-Corporation (herein "Writer"). LLC and Writer shall be mutually referred to herein as the "Parties".

RECITALS

- A. LLC publishes and markets various newsletters on business, securities trading and wealth management including but not limited to newsletters, reports and alerts that will make up a new, yet to be named Franchise (herein "Franchise").
- B. LLC wishes to engage Writer, and Writer wishes to be engaged by LLC, to research and write editorial content for the growth and development of the Franchise.

In exchange for the mutual consideration contained herein between LLC and Writer, it is hereby agreed as follows:

1. Writer's Performance.

Writer agrees to provide the following services (herein, the "Services"):

- a) research and produce original editorial content for the Franchise publications, including but not limited to a monthly frontend newsletter (herein, "Newsletter") and backend products (herein, "Backends"), on topics to be mutually determined and delivered according to the schedule as required by LLC.

(All materials produced in whatever form, created, authorized and/or originated by Writer, including, without limitation, all documents, papers, reports, and graphics, produced by Writer in the course of providing the Services described above shall be referred to collectively herein as the "Work." The Work shall meet all standards of length and quality as deemed appropriate by LLC.)

- b) Writer agrees to verify all facts in the Work and furnish the fact-checking material to LLC, including a list of sources and/or footnotes backing up each claim made, facts/research cited and testimonials included in copy for the Work. If copy in the Work originates from any LLC material, Writer shall indicate in brackets where the original copy appeared.

- c) Writer agrees to promptly make such changes in the Work as LLC may request. LLC shall have the right to edit, revise and adapt the Work and to cause others to make such changes in the Work as LLC may deem appropriate in order to prepare the Work for publication. Further, LLC shall have the right to check the Work for accuracy and Writer shall be available to and cooperate with LLC in such checking.

- d) Writer agrees to assist with LLC in other functions for the Franchise as deemed appropriate by LLC.

- 1.2 During the term of this Agreement and for three (3) months following termination of this Agreement, Writer hereby grants to LLC the right to trade off of his name, reputation, likeness and/or pertinent biographical background for the purpose of promoting the Work and Franchise to potential and current subscribers of LLC.

2. Compensation.

2.1 In exchange for Writer's consideration and performance as described in Section 1 herein, LLC shall compensate Writer with Fifteen Percent (15%) Net Franchise Profits, to be paid semi-annually in August and March of each year. For the purposes herein, Net Franchise Profits shall be defined as gross revenues from all sales of the Franchise publications, including initial sells, upsells from the Franchise to the Agora Financial Reserve, renewals, cross promotions to other LLC products, and third party advertising revenue, minus all overhead expenses, including but not limited to printing costs, fulfillment expenses, marketing costs, customer refunds and Franchise salaries.

2.2 Marylebone Holdings LTD and or Michael Covell is not an owner, member, manager or agent of the LLC but is solely an independent contractor whose income happens to be keyed to Net Franchise Profits and such income will be reflected annually on a 1099. No K-1 will be distributed to Marylebone Holdings LTD and or Michael Covell.

3. Expenses.

Expenses incurred through the performance of Writer duties described in Section 1 of this Agreement will be reimbursed by LLC. Travel expenses, approved in advance by LLC's Director, incurred in attending/speaking at LLC events and/or conferences, will be paid to Writer by LLC upon receipt and approval of invoice. Research expenses incurred by Writer, submitted in written detail and subject to LLC's approval, will be reimbursed by LLC.

4. Assignment of Copyrights.

The Work shall belong exclusively to the LLC in perpetuity but the ideas, concepts and principles stated therein remain the exclusive property of Marylebone Holdings, LTD and or Michael Covell.

5. Commencement and Duration.

This Agreement shall commence on the date first written above and continue in full force and effect for a period of six (6) months (herein, the "Initial Term"). LLC will review Writer's performance at the end of the Initial Term and, upon a favorable review, will renew this Agreement for a period of one (1) year ("Term"). Upon expiration of the Term, this Agreement will automatically renew in one (1) year increments. Either Party may terminate this Agreement at any time with sixty (60) days' written notice to the other party. Notwithstanding anything contained herein, LLC has the right to terminate this contract immediately without further compensation if it decides in its sole discretion not to publish Newsletter or Backend for any reason, or if Writer breaches any of the terms or representations made herein.

6. Independent Contractor.

LLC and Writer jointly and severally agree that the relationship of Writer to LLC is that of an independent contractor, and that in no event shall this Agreement be deemed to have created a partnership, joint venture or employee-employer relationship. LLC shall have no control of the details of where, how and when Writer performs his services and functions under Section 1 of this Agreement. Writer shall not be under the supervision and/or control of any representative of LLC.

7. Representations, Warranties and Indemnity.

a) Writer hereby warrants and represents that the Work shall be original, will not infringe upon any copyright, invade any right of privacy, contain any libelous material, or infringe or violate any other right of any other person or entity or is in any way otherwise contrary to the law.

b) Writer further warrants and represents that in full compliance with the securities policies of LLC, attached hereto as Schedule A, that any and all material submitted by Writer for publishing by LLC or an affiliate of LLC shall not recommend any security in which the Writer has an interest and/or receives financial benefits from the issuer.

c) Writer further warrants and represents that as an agent of LLC he will wait a full 24 hours after any financial recommendation published by LLC or any affiliate of LLC is posted on the Internet before trading in that recommendation so as to allow readers a reasonable first opportunity to trade on such information. If the recommendation is only published in print then Writer will wait 72 hours after the mail date before trading. This excludes any of Writer's own recommendations per LLC's no trading policy as described in Section 7(b) above.

d) Writer warrants and represents that the Work will not use any fictitious testimonials, or contain any false and/or misleading facts.

e) Writer will indemnify and hold harmless LLC and its licensees for any claim, suit, damage, loss or expense, including attorney fees, suffered by LLC as a result of any breach of the foregoing warranties and covenants by Writer.

8. Assignment of Agreement

Writer's services and functions are considered unique. This Agreement or any rights or obligations herein may not be assigned or otherwise transferred by Writer to any other party without the prior written consent of LLC.

9. Confidentiality

LLC and Writer acknowledge that information and techniques obtained by LLC from Writer or Writer from LLC in preparing the Work is proprietary and confidential and LLC and Writer shall not provide it to a third party or use it on behalf of a third party.

10. Non-Compete

Writer hereby agrees and covenants that he will not write and/or authorize the publication of any material which is on the same subject as the Work and which could reasonably be deemed competitive with the Franchise during the term of this Agreement and for at least three (3) months thereafter.

11. Integration, Amendments & Modifications

This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter herein. This Agreement may not be amended or modified except by a writing duly executed by the parties hereto.

12. Interpretation

Both Parties participated in the drafting of this Agreement and were presented with the opportunity to confer with counsel of their own choosing. As a result, this Agreement shall not be construed more strictly against one Party or in favor of any other Party.

13. Choice of Law.

This Agreement shall be construed in accordance with and governed by the internal laws of the State of Maryland regardless of any conflicts of law. The forum for any dispute shall be limited to Courts within the State of Maryland. Writer expressly consents to personal jurisdiction of Maryland.

14. Facsimile Signature.

The Parties agree that a facsimile signature shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

Agora Financial LLC.

By:

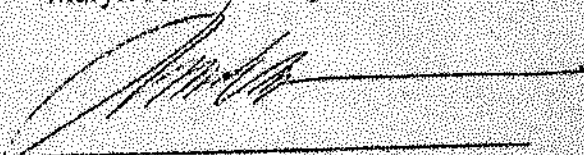


Its:

Authorized Agent

Marylebone Holdings LTD.

By:



Its:

Authorized Agent
Michael Covell
Independent Contractor/Consultant

SCHEDULE A - Securities Policies

Special Legal Regulations

Many of LLC's publications recommend investments in securities. You should be aware that the United States securities laws, as well as many State laws, prohibit "fraud in connection with the purchase and sale of securities." These laws are often construed broadly and can apply to a broad array of fact patterns. For example, purchasing a security prior to its anticipated recommendation and then selling it prior to, or shortly after, a sell recommendation to readers may be considered an illegal "pump and dump" and would violate securities laws. Taking a benefit of any kind in exchange for writing, or even passing on information, about a security could be a violation of securities laws. In short, any use by you of securities information connected to LLC's publications or the publications of its affiliates may present special legal issues. You may contact LLC's General Counsel's Office if you have particular questions.

As representative of LLC, you are not authorized at any time to render personalized investment advice to anyone. LLC strictly forbids its employees and agents from engaging in discussions about securities with any third party on an individual basis. Customer service issues that do not involve recommending securities are considered exempt from this paragraph.

Security Trading Policy

This policy applies to all LLC employees and its agents. Because LLC and its affiliates publish a wide variety of financial information it is unrealistic to expect that all of its employees could ensure that they are not invested in any recommended stock. However, to the extent you do follow some of LLC's investment recommendations or the recommendations of its affiliates, there is now a rule in place.

The policy for all employees is as follows:

All employees and agents must wait a full 24 hours after a published financial recommendation is posted on the Internet before trading in that recommendation so as to allow our readers a reasonable first opportunity to trade on our information. If the recommendation is only published in print then you are required to wait 72 hours after the mail date before you trade.

There are no restrictions on your selling and therefore you may sell at any time or based on a *published* sell recommendation without waiting; however, you are not permitted to sell based on information you obtain from LLC or its employees or agents or the employees or agents of its affiliates. This latter point is critical as you may run afoul of serious securities laws. Therefore if you find out that a Consultant is going to issue a sell recommendation you are not permitted to make a sale prior to the published sale recommendation. To do so would not only violate this policy but could well be in violation of securities laws.

The policy for all Consultants is as follows:

Any material submitted by a Consultant for publishing by LLC or an LLC affiliate shall not recommend any security in which the Consultant has an interest and/or receives financial benefits from the issuer.

LLC does not wish to be accused of condoning any such practices. LLC will not assist any employee and/or Consultant, legally; who violates this policy and LLC and/or its affiliates could well become a witness against a violator.

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Exemptions: A "security" does not cover investments in pure gold (e.g. coins as opposed to options on gold), silver, currency or real estate (a hard asset like a house is not a security but a REIT is a security). Therefore, it's perfectly fine for an employee to buy gold coins without delay after a recommendation to buy gold coins or to buy land based on a recommendation without delay.

I, Michael Covell, have read and understand Schedule A – Securities Policies. I shall comply with the above stated policies and all securities regulations.

Signed: _____

Dated: _____

Michael Covell
Independent Contractor/Consultant

SCHEDULE B – Customer Relations Policies

These policies apply to all editors of an LLC publication regardless of whether you are an employee of LLC

Correspondence

1) You are not at any time for any reason, to correspond with any customer of LLC. Prohibited activities include but are not limited to:

- a. Sending an e-mail/letter to a customer
- b. Corresponding via social networking sites with customers identifying themselves as such, including, but not limited to, making or accepting "friend requests" or posting "comments" on a subscriber's "page" or "wall"
- c. Taking a phone call from and/or having a conversation with a customer
- d. Calling a customer
- e. Meeting with a customer
- f. Corresponding with a customer through a customer service representative (for example this means that you may not write a response to a customer over e-mail and have a customer service representative forward your response to the customer, nor may you receive a customer inquiry e-mail from a customer service representative and then respond directly on your own).

If you do receive an e-mail/letter/phone call from a customer, please forward it immediately to a customer service representative or a telesales agent for further assistance.

You may read e-mails/letters from subscribers but you may not respond directly to them. If you see a question or comment that you would like to discuss in your editorial, you may, however, it must be addressed in a general way and not directly relate to the customer or his/her correspondence (e.g. "Some of you have commented on..."). If you have any questions or concerns on how this should be worded, please contact LLC's General Counsel's Office.

Conferences & Seminars

1) You are not at any time, for any reason, to give personalized investment advice on securities to attendees of any LLC sponsored event, seminar or conference. Rendering personalized investment advice is considered outside your scope of authority as a speaker for LLC.

- a. This means that you are not to engage in one-on-one conversations with any attendee that discusses the subject of investing in any type of security whatsoever or that discusses an attendee's personal financial situation or portfolio. Examples of questions that should not be answered: How much money do you think I need to work your strategy? If you had \$X to invest in the market, what would you do? Right now, I'm holding shares of ABC Company, what should I do with them? What do you think is the best way to make 20% in the next two months? What do you see ABC Company doing in the next six months?
- b. Attendees may ask questions after the speaker has finished his/her presentation. However, these questions must be written down on cards, and passed up to the speaker who will read the question and then answer. Please be conscious of attendees that may cut in with any additional question. If someone raises a hand to speak, please do not acknowledge that a question may be asked directly.

- c. If you are a licensed and registered investment advisor or broker, you may not give personalized advice within the confines of an LLC seminar or in the room of a conference or at any LLC sponsored event. If you wish to hand out your card and give personal investment advice to attendees at a later time or wish to leave the conference facilities to discuss such issues with an attendee, you may, of course, do so. However, you will not be an agent of LLC while acting in this capacity.

It is especially important to be aware and conscious of these rules when attending social events that are sponsored by LLC (i.e. cocktail receptions, luncheons and dinners), standing at a vendor booth that attendees may approach or simply milling around before or after a lecture. It is very easy for an attendee to wander over and attempt to solicit your opinion on the market during these times.

I, Michael Covell, have read and understand Schedule B – Customer Relations Policies. I shall comply with the above stated policies and all securities regulations.

Signed: _____

Dated: _____

Michael Covell
Independent Contractor/Consultant