

AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this {{*day}} day of {{*month}} , 2015 by and between {{*company}} ("Company") whose principal address is {{*address_es :signer1}} and Finance Georgia Online, Inc. ("Finance Georgia") whose principal address is 87 15th Street NW, Atlanta, GA 30309 (collectively, "the Parties"). In consideration of the premises and the mutual promises and covenants herein contained and subject to the conditions hereof, and intending to be legally bound hereby, the Parties agree as follows.

Recitals

1. Whereas, Finance Georgia operates a business that provides listing services for companies seeking to obtain investment capital via an online investment platform, as well as advice relating to the Invest Georgia Exemption ("IGE");
2. Whereas Company wishes to sell shares of its stock through Finance Georgia's online investment platform to obtain funds to finance its operations;
3. Whereas Company has been approved for listing on Finance Georgia's online investment platform,

Warrants:

NOW THEREFORE, Finance Georgia and Company agree, covenant, and promise as follows:

Covenants

1. *Exclusive Engagement.* Company engages Finance Georgia as its exclusive service provider and sales representative in connection with the Invest Georgia Exemption. During the term of this agreement, Company shall not: (a) list equity financing offerings for sale to Georgian investors on any platform except Finance Georgia, except insofar as such offerings may be made incidentally under authority of federal or state law other than the Invest Georgia Exemption; (b) solicit investment from Georgian investors, except insofar as it is authorized to do so under federal or state law other than the Invest Georgia Exemption; or (c) solicit investments, loans, or other fundraising from third parties to which Finance Georgia introduces Company without compensating Finance Georgia as provided in this Agreement. The purposes of this "Exclusive Engagement" provision are to provide a measure of certainty that Company will not seek to circumvent Finance Georgia by soliciting outside investments through "crowdfunding" sources other than Finance Georgia during the term of this Agreement, to prevent Company from soliciting investments from third parties introduced to Company by Finance Georgia without compensating Finance Georgia as provided under this Agreement, and reserve to Company any rights to seek capital and funding that it would have had without passage of the Invest Georgia Exemption. This exclusivity provision shall be construed to achieve these purposes. If Company, or any of its equity holders, affiliates, or management receives any inquiry regarding any such transaction, Company shall promptly inform Finance Georgia of such inquiry. This exclusivity provision shall remain in full force and effect for a period of Six Months from the date this Agreement is executed.

Exceptions to this exclusivity provision include any discussions that have been underway within the past year, or with any of the Company's current equity owners, its lenders of funds or with any of the company's potential owners under the company's incentives programs. Other exceptions would include lines of credit, loans, OEM relationships, strategic partnerships or joint ventures entered into or negotiated by the company during this period. The duration of this engagement may be modified by mutual written agreement of the parties signed by an authorized representative of each party.

2. *Services.* In exchange for the compensation described below, Finance Georgia shall list Company on Finance Georgia's online investment platform to facilitate sales of Company's stock to investors. Finance Georgia may, in its sole discretion, undertake additional efforts to market or otherwise attempt to facilitate sales of Company's stock on behalf of Company. Finance Georgia will retain funds received for sales of Company's stock until disbursement, at which time such funds, less compensation due to Finance Georgia, will be disbursed to company.
3. *Funding Requirement.* The parties agree that Company's maximum Funding Requirement is ***max*** and that the minimum Funding Requirement is ***min***. Finance Georgia's obligations under this Agreement shall be deemed complete upon reaching the Funding Requirement. Finance Georgia shall not remove Company's investment opportunity from Finance Georgia's online investment platform until (a) the Funding Requirement is reached, (b) the expiration of 180 days from the date of the signing of this Agreement, or (c) a mutually agreed modified Funding Requirement is reached. The amount of the Funding Requirement may be modified by mutual written agreement of the parties signed by an authorized representative of each party.
4. *Disbursement.* All funds raised by Finance Georgia on behalf of Company shall be held by Finance Georgia in an escrow account in an agreed upon U.S. Bank. Interest, if any, earned on such funds between receipt by Finance Georgia and disbursement to Company shall accrue to the benefit of Finance Georgia or the designated escrowee. Finance Georgia will provide Company with written notice that the minimum Funding Requirement has been reached within 3 business days of this achievement. After reaching the minimum Funding Requirement, Finance Georgia will provide Company notice of funds raised since the immediately preceding disbursement on the 20th day of each month, unless the 20th day falls fewer than 28 days after the immediately preceding disbursement. Within seven days of the date of such notice, Company shall deliver to Finance Georgia Stock certificates equal in value to the amount of money raised. Finance Georgia shall disburse the funds raised on behalf of Company, less any compensation owed to Finance Georgia under this Agreement, within five days after Company delivers aforementioned stock certificates to Finance Georgia. If the Funding Requirement has not been met at the completion of the Six Month Term of this agreement, the amount of the Funding Requirement, the term of this agreement or the precise nature in which the funding round may be complete may be modified by mutual written agreement of the parties signed by an authorized representative of each party.
5. *Compensation.* In exchange for its services to Company, Finance Georgia shall receive an amount equal to Eight percent (8%) in cash of the total raised capital, whether the Funding Requirement is reached through Finance Georgia's online investment platform, introductions arranged by Finance Georgia, or other channels facilitated directly by Finance Georgia. Additionally, Finance Georgia will receive Stock certificates totaling

2% of the pre-money total shares of Company as compensation for Finance Georgia's services. If the minimum Funding Requirement is not reached, Finance Georgia will receive no compensation, subject to the terms below. Finance Georgia's compensation will be paid to Finance Georgia prior to any disbursement of funds to Company.

6. *180 day Minimum Term; Liquidated Damages.* Company acknowledges that securing funding for investment opportunities can be a time consuming process that requires considerable investment by Finance Georgia and agrees that Finance Georgia shall have a minimum of 180 days to reach Company's Funding Requirement, unless terminated by mutual written consent of the parties. Should Company violate the "Exclusive Engagement" provisions of section 1 hereinabove, such act shall be considered a breach of this Agreement. In such event, Company shall pay to Finance Georgia liquidated damages equal to four percent of the Funding Requirement, regardless of whether Company receives any funding through Finance Georgia. The effects of this clause are demonstrated in the illustrations below.

***Illustration A:** Company's Funding Requirement is \$1,000,000. At the end of 2 months, Finance Georgia has raised \$200,000 for Company. At the conclusion of 5 months, Company raises \$5 million through a third party platform selling Company's stock to Georgian investors. Company declines to accept \$200,000 raised through Finance Georgia. Company must pay Finance Georgia 4% of \$1,000,000, or \$40,000.*

***Illustration B:** Company's Funding Requirement is \$900,000. At the end of 180 days, Finance Georgia has performed no work and has raised \$0.00 for Company. Company removes its investment opportunity from Finance Georgia's online investment platform and independently secures \$1 million in funding from a third party investor with no connection to Finance Georgia. Company owes Finance Georgia nothing.*

7. *Best Efforts and Representations.* Finance Georgia shall use its best efforts to assist Company in securing financing and/or investments by providing the services above. Finance Georgia agrees to use its best efforts, consistent with customary practice, to meet Company's financing needs as soon as practical. Company acknowledges that consummation of any financing is subject, among other factors, to acceptable documentation, market conditions, and satisfaction of the conditions set forth in one or more agreements entered into with any financier, lender, investor, or purchaser of securities. It is expressly understood that this engagement does not constitute any commitment, express or implied, on the part of Finance Georgia, to provide, and does not ensure the successful placement of, any portion of the Funding Requirement. In addition, Finance Georgia may, at its own discretion, advise Company of other revenue-producing opportunities, including facilitating communications between Company and possible investors and funding sources. Such sources, opportunities, and potential business development partners and investors are called "Introductions." Finance Georgia expressly represents and warrants that Finance Georgia's services provided under this Agreement comply in all respects with Georgia law and that they do not and will not include any services that require Finance Georgia's registration under the Securities Exchange Act of 1933 or 1934 or with FINRA, or with any other state or federal regulatory agency; nor will Finance Georgia's services include any services that constitute the rendering of any legal opinions or performance of work that is in the ordinary purview of a Certified Public Accountant or Attorney. Finance Georgia hereby

agrees to indemnify and hold Company harmless from and against any claims, costs or damages arising in any way from Finance Georgia's services and its representations herein. If Company consummates any financing transaction through any channel other than Finance Georgia that violates any state or federal law, Company will be fully and solely responsible for all resulting legal and financial implications.

8. *Anti-Dilution.* Finance Georgia hosts a platform allowing the sale of stock to third party investors. As an inducement to such investors, the Parties agree that Company shall not dilute the value or voting rights of such investors by subsequently selling additional stock in the Company. If Company subsequently offers additional shares of its stock for sale to any person or entity within six months of Disbursement, Company shall first advise, through e-mail, Finance Georgia and all investors who invested through Finance Georgia's online investment platform or who invested in Company after an Introduction by Finance Georgia. Company shall offer all such investors a right of first refusal – a right to purchase the shares of stock before they are sold to any other person or entity – at a Ten percent discount as compared to the Price Company offers such shares to other persons or entities. If the maximum Funding Requirement was not reached through Finance Georgia, but the minimum Funding Requirement was reached through Finance Georgia, this section's right of first refusal and discount provisions shall not apply to any Funds Company raises to reach the maximum Funding Requirement, but will apply to subsequent efforts to raise capital within six months of Disbursement. For example, if Company's maximum Funding Requirement is \$1,000,000 and Company raises \$300,000 through Finance Georgia, Disbursement occurs, and Company raises the remaining \$700,000 through a third party, investors who invested through Finance Georgia will not be offered a right of first refusal. However, if Company subsequently offers additional shares for sale within 6 months of disbursement, it will be required to offer investors who invested through Finance Georgia a right of first refusal and discount. This clause's notice provisions apply to all additional offerings of Company's stock within six months of disbursement regardless of whether the maximum Funding Requirement is reached.
9. *Limited Indemnification within the Scope of this Agreement.* As a material part of the consideration for the agreement of Finance Georgia to furnish its services under this Agreement, Company agrees to a limited indemnification within the Scope of this Agreement and to hold harmless Finance Georgia and its affiliates, and their respective directors, officers, shareholders, employees, agents, and controlling persons (collectively "Indemnified Parties"), to a reasonable extent, from and against any and all losses, claims, damages, or liabilities (or actions in respect thereof), joint or several, arising out of or related to this Agreement, any actions taken or omitted to be taken by an Indemnified Party in direct connection with this Agreement within the scope outlined herein. The Scope of this indemnification is limited to any claims resulting from any statements, representations, presentations or publications made by the Company, whether publicized to third parties by Company or Finance Georgia acting on Company's behalf, regarding Company's products, business opportunities, technical aspects of its business, products, marketing approaches, financial projections or other material presented in the course of promoting the Company's interests during the active period of fund-raising during the term of this agreement with Finance Georgia. In addition, Company agrees to reimburse the Indemnified Parties for any legal or other expenses reasonably incurred by them directly related to this agreement within a timely manner of when such expenses are incurred; provided, however, that Company shall not be liable under the foregoing indemnity and reimbursement agreement for any loss, claim, damage, or liability that is

finally judicially determined to have resulted primarily from the criminal actions, willful misconduct, fraud or gross negligence of any Indemnified Party.

- a. The Indemnified Parties will give prompt written notice to the Company of any claim for which they seek indemnification hereunder, but the omission to so notify the Company will not relieve the Company from any liability that it may otherwise have hereunder except to the extent that the Company is damaged or prejudiced by such omission. Should the Company judge in good faith that any such claim is outside of the Scope of this indemnification, it shall notify the Indemnified Party and Finance Georgia within 7 days of such determination? If the two parties cannot agree on the application of the Scope of the indemnification, then the Arbitration Resolution procedure will be utilized. The Company shall have the right to assume the defense of any action for which the Indemnified Parties seek indemnification hereunder, subject to the following provisions, with counsel reasonably satisfactory to the Indemnified Parties. After notice from the Company to the Indemnified Parties of its election to assume the defense thereof, and so long as the Company performs its obligations in accordance with such election, the Company will not be liable to the Indemnified Parties for any legal or other expenses subsequently incurred by the Indemnified Parties in connection with the defense thereof other than reasonable costs of investigation. The Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof at their own expense.
- b. If for any reason the foregoing indemnification is unavailable to any Indemnified Party or is insufficient to hold it harmless, the Company shall contribute to the amount paid or payable by the Indemnified Party as a result of such losses, claims, damages, liabilities, or expenses in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) by the Company, on the one hand, and Finance Georgia on the other hand, in connection with the actual or potential Transaction and the services rendered by Finance Georgia. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or otherwise, then the Company shall contribute to such amount paid or payable by any Indemnified Party in such proportion as is appropriate to reflect not only such relative benefits, but also the relative fault of the Company, on the one hand, and Finance Georgia, on the other hand, in connection therewith, as well as any other relevant equitable considerations.
- c. Notwithstanding the foregoing, the aggregate contribution of all Indemnified Parties to any such losses, claims, damages, liabilities, and expenses shall not exceed the amount of fees actually received by Finance Georgia under the Agreement.
- d. The Company shall not effect any settlement or release from liability in connection with any matter for which an Indemnified Party would be entitled to indemnification from the Company, unless such settlement or release contains a release of the Indemnified Parties reasonably satisfactory in form and substance to Finance Georgia and does not include any admission of fault on the part of any Indemnified Person. The Company shall not be required to indemnify any Indemnified Party for any amount paid or payable by such party in the settlement or compromise of any claim or action without the Company's prior written consent.

- e. The Company further agrees that neither Finance Georgia nor any other Indemnified Party shall have any liability, regardless of the legal theory advanced, to the Company or any other person or entity (including the Company's equity holders and creditors) related to or arising out of Finance Georgia's engagement, except for any liability for losses, claims, damages, liabilities, or expenses incurred by the Company that are finally judicially determined to have resulted primarily from the willful misconduct or gross negligence of any Indemnified Party.
 - f. Each Indemnified Person shall make reasonable efforts to mitigate its losses and liabilities. The indemnity, reimbursement, contribution, and other obligations and agreements of the Company set forth herein shall apply to any modifications of the Agreement, shall be in addition to any liability that the Company may otherwise have, and shall be binding on and inure to the benefit of any successors, assigns, heirs, and personal representatives of the Company and each Indemnified Party. The foregoing provisions shall survive the consummation of any transaction and any termination of the relationship established by the Agreement.
 - g. Before entering into any agreement or arrangement with respect to, or effecting, any merger, statutory exchange or other business combination or proposed sale or exchange, dividend or other distribution, or liquidation of all or a significant portion of its assets in one or a series of transactions or any significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Company set forth herein, the Company will notify Finance Georgia and, if requested by Finance Georgia, shall arrange in connection therewith alternative means of providing for the obligations of the Company set forth herein on terms and conditions satisfactory to Finance Georgia.
10. *Information.* Finance Georgia may rely, without independent verification, on the accuracy and completeness of all information furnished by Company or any other potential party to any financing transaction. Company understands that Finance Georgia will not be responsible for independently verifying the accuracy of such information, and shall not be liable for any inaccuracies therein, nor shall Finance Georgia be responsible for any errors, omissions, or correctness of any financial forecasts or documents provided to investors by Company. Except as may be required by law or court process, any opinions or advice, whether written or oral, rendered by Finance Georgia under this Agreement are intended solely for the benefit and use of Company, and may not be publically disclosed in any manner or made available to third parties without the prior written consent of Finance Georgia.
11. *Confidential Information.* "Confidential Information" means technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure. During the term of this Agreement, the parties may disclose such information to each other. Each party agrees to only use such Confidential Information for the purposes set forth herein and not to disclose such information to third parties who are not under an obligation of confidentiality without the written consent of the disclosing party. This

Agreement imposes no obligation upon the parties with respect to any Confidential Information (a) that was possessed before receipt; (b) is or becomes a matter of public knowledge through no fault of receiving party; (c) is rightfully received from a third party not owing a duty of confidentiality; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the disclosing party; or (e) is independently developed. Notwithstanding the foregoing and without limitation, customer lists developed by Company during the term of this Agreement shall remain the exclusive property of Company following termination of this Agreement.

12. *Publicity.* Following the announcement of any financing transaction by Company, Finance Georgia may, at its own expense, place announcements in multiple media outlets describing its services in connection therewith. Company also acknowledges that the Finance Georgia is required by law to make public certain information regarding the financing transaction both before and after a financing transaction is made.
13. *Expenses.* Unless otherwise agreed in writing, the parties to this Agreement shall each pay their own expenses, including but not limited to attorneys, accountants, and other professional advisors, regardless of whether or not a transaction occurs.
14. *Other Engagements.* The parties acknowledge that the Finance Georgia may be providing services to parties other than Company and agree that the provision of services to such parties shall not constitute a breach hereof or of any duty owed to Company by virtue of this Agreement, except that Finance Georgia shall not provide services to or be compensated by any Introduction.
15. *Independent Contractors.* In providing services pursuant to this Agreement, the parties are and shall be independent contractors, and no party to this Agreement shall make any representations or statements indicating or suggesting that any joint venture, partnership, or other such relationship exists between any of the parties except as set forth herein.
16. *Term & Termination.* This Agreement shall commence as of the date first written above and shall continue for 180 days thereafter unless extended or terminated by mutual written consent of the parties.
17. *Choice of Law.* This Agreement shall be governed by and under the laws of the state of Georgia, without giving effect to conflicts of law principles. If any provision hereof is found invalid or unenforceable, that part shall be amended to achieve as nearly as possible the same effect as the original provision and the remainder of this agreement shall remain in full force and effect.
18. *Arbitration.* Any dispute arising under or in any way relating to this Agreement or the business dealings of the parties shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in Atlanta, Georgia by a panel of three arbitrators, one picked by each party and the third to be mutually agreed upon. All costs or fees associated with the arbitration shall be shared equally by the parties to the arbitration. The exception to this shall be if there is a unanimous decision by the three person panel that one party should bear all costs or a non-equal share of the costs and fees. The arbitration shall be binding on the parties and any court of competent jurisdiction may confirm the arbitration award. The parties agree that the arbitration

panel shall have exclusive jurisdiction and authority to determine whether a particular dispute is subject to arbitration.

19. *Entire Agreement.* This Agreement constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates all prior and/or contemporaneous understandings and/or discussions between the parties, whether written or verbal, express or implied, relating in any way to the subject matter hereof. This Agreement may not be altered, amended, modified or otherwise changed in any way except by a written agreement, signed by both parties.
20. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to be duly given when received by hand delivery, by facsimile (when confirmed by return facsimile) followed by first-class mail, by nationally recognized overnight courier service or by prepaid registered or certified mail, return receipt requested to the addresses set forth below:

Addresses

It to Finance Georgia:
87 15th St. NW
Atlanta, GA 30309

If to Company: {{* address_es_:signer1 }}

21. *Execution.* This agreement may be executed in counterparts, each one of which shall constitute an original and all of which taken together shall constitute one document.
22. *Attorney's Fees and Costs.* In the event any Party hereto shall commence legal proceedings in any forum, including, but not limited to, litigation in any court or arbitration, against the other to enforce the terms hereof, or to declare rights hereunder, as the result of a breach of any covenant or condition of this Agreement, the prevailing party in any such proceeding shall be entitled to recover from the losing party its costs of suit, including reasonable attorneys' fees, as may be fixed by the court or arbitrator.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) shown below.

Company: {{SigB es :signer:signatureblock}} _____ Finance Georgia: _____

Printed Name: {{N es :signer:fullname}} _____ Printed Name: _____ Darius Hatami _____

Title: {{*Ttl es :signer:title}} _____ Title: _____ President _____

Date: {{Dte es :signer:date}} _____ Date: {{Dte es :signer:date}} _____