

**FINANCIAL TECHNOLOGIES LICENSE AND SERVICES AGREEMENT**

**FOR INITIAL TOKEN OFFERINGS, INITIAL TIGRCUB OFFERINGS**

**OR SECURITY TOKEN OFFERINGS**

**By and Between**

**ENTREX CAPITAL MARKET, LLC**

**And**

**[NAME OF LICENSEE]**

**Dated as of**

**[EFFECTIVE DATE OF AGREEMENT]**

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### YELLOW HIGHLIGHTS INDICATE LICENSEE ENTRY/SIGNATURE LOCATIONS



## Financial Technologies License and Services Agreement

THIS FINANCIAL TECHNOLOGIES LICENSE AND SERVICES AGREEMENT (the “**Agreement**”) is entered into as of the date first appearing on the front page of this Agreement (the “**Effective Date**”) by and between Entrex Capital Market, LLC. (“**Licensor**”), a Delaware corporation with its principal place of business at 150 East Palmetto Park Road, Suite 800, Boca Raton, FL 33432, and \_\_\_\_\_ [NAME OF LICENSEE] (“**Licensee**” and, together with Licensor, the “**Parties**” and each a “**Party**”), a \_\_\_\_\_ [STATE AND CORPORATE FORM OF LICENSEE] with its principal place of business at \_\_\_\_\_ [ADDRESS, STREET, CITY, STATE, AND ZIP CODE OF LICENSEE].

WHEREAS, Licensor (i) is the owner or exclusive licensee of the Licensed Know-How (as defined below) consisting of certain know-how and other Proprietary Rights (as defined below) and materials relating to structuring corporate finance transactions based upon the model form of Initial Token Offerings, Security Token Offerings, Equity Securities and TIGRcub<sup>®</sup> Debt Securities (as defined below) and (ii) has made a significant investment in the Licensed Know-How; and

WHEREAS, Licensor is the licensee of the Licensed Patent Rights (as defined below); and

WHEREAS, Licensor owns the Trademarks (as defined below) depicted on Exhibit 1 hereto (the “**Licensed Marks**”); and

WHEREAS, Licensee desires to receive a license from the Licensor to the Licensed Know-How and the Licensed Marks and a sublicense to the Licensed Patent Rights (collectively, the “**Licensed Rights**”) for the purposes specified herein; and

WHEREAS, Licensor is willing to grant to the Licensee a license to the Licensed Rights on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings expressed in this Agreement, and intending to be legally bound, Licensor and Licensee agree as follows:

### **Section 1: Certain Defined Terms.**

For purposes of this Agreement:

“**Agreement**” shall have the meaning set forth in the Preamble.

“**Business Day**” means any day other than a Saturday, a Sunday, a legal holiday in the State of New York or a day on which banking institutions in the State of New York are authorized or obligated by law to close.

“**Commercialization**” shall mean all activities leading up to and related to the structuring, marketing, and issuance of a security, or the entering into a loan agreement, based upon the Model TIGRcub<sup>®</sup> Security Structure (as defined herein), including without limitation financial modeling related to the, preparation of offering documentation, marketing and promotional activities, and negotiation of terms. When used as a verb, “**Commercialize**” or “**Commercializing**” means to engage or to prepare to engage in Commercialization.

“**Confidential Information**” means any non-public proprietary data, information or materials, including the Licensed Know-How, which belongs in whole or in part to, or is Controlled by, a Party or its

affiliates and information otherwise designated by a Party as Confidential Information hereunder. Confidential Information includes the terms of this Agreement.

**“Control”** or **“Controlled”** means with respect to any material, item of information or Proprietary Right, the possession, whether by ownership or license, of the right to grant a license with respect thereto.

**“Closing Date”** means the date upon which a Financing Transaction (as defined herein) is entered into between Licensee and TIGRcub Buyer or Investor.

**“Entrex Market Index”** means the potential Fund or Index which may offer the Licensee a SideCar Investment alongside any Investor’s or Securities Buyer’s Investment pari passu to the terms and Conditions of the Qualified Intuitional Investor’s or Buyer’s Investment.

**“Fee(s)”** shall indicate fees due to Entrex (Licensing Entity) or Entrex Capital Market (Registered Placement Entity) as defined in Exhibit 3 and Exhibit 5 herein.

**“Financing Transaction”** shall mean any financial transaction entered into by Licensee during the term of this Agreement involving a loan, sale of new or existing equity of Licensee, sale of assets, or merger or acquisition with any Buyer or Investor, whether or not such transaction is based upon the Model TIGRcub® Security, Security Token Offering the Licensed Know-How, or the Licensed Patent Rights provided herein. **“Initial Offering”**, **“Initial TIGRcub® Offering”**, **“Initial Token Offering (“ITO”)** or **“Initial Security Offering”** or **“Security Token Offering”** shall mean Licensee’s first offering of a Financing Transaction based upon the Licensed Rights.

**Issuer “InstaCub”** is the indication of potential TIGRcub Eligibility and is exclusively dependent on historical Income Statements, Balance Sheets and results and analysis of Due Diligence and/or Quality of Earnings Analysis.

**Issuer “Illustration”** is the expectation of indicative terms to be provided to the Issuer from TIGRcub Buyers. The Illustration assumes documentation provided by the Issuer and the Issuer’s Originating Intermediary is accurate and reflects the proposed offering and transactional risk confirmed through Due Diligence and/or Quality of Earnings Analysis.

**Issuer “WorkBox”** is Entrex’s web based information portal provided to the Issuer and the Issuer’s Originating Intermediary. Documents provided within the WorkBox should collaborate prior representations which which resulted in the Illustration.

**Issuer “Circular”** is the Confidential Offering Memorandum, an SEC regulated private, unregistered, offering which is distributed to the TIGRcub Institutional Buyers. The information assembled in the Circular is assembled from the Issuer’s TIGRcub WorkBox. Prior to any distribution to TIGRcub Buyers the Issuer must formally approve the Circular for distribution. Any changes, post approval, must be subsequently approved prior to distribution.

**Issuer “DealBox”** consists of assembled information provided by the Issuer for distribution to the TIGRcub Buyers. The information assembled, pursuant to Exhibit 8, and the associated Circular is the basis in which a TIGRcub Buyer issues formal terms to be agreed between Issuer and Buyer

**“Legal Proceeding”** shall mean any action, suit, litigation, arbitration proceeding or other proceeding of any nature (including any civil, criminal, administrative or appellate proceeding).

**“Licensed Know-How”** shall mean all confidential, technical or proprietary information and knowledge not generally known to the public (including information and knowledge regarding inventions,

discoveries, techniques, systems, methods and processes of any type, drawings, design information, documentation, guidelines, manuals, computer programs, financial models, and other information and knowledge), whether or not patentable and whether or not in written form, that Licensor owns or Controls as of the Effective Date and that relates to the issuance of Securities, but including, without limitation, the Model Documents.

**“Licensed Marks”** shall have the meaning set forth in the recitals.

**“Licensed Patent Rights”** shall mean (i) United States Patent Number 7,149,719 and the United States Patent Applications with Serial Numbers 10/153,052 and 11/057,552 (with corresponding published application numbers 2003/0204459 A1, published October 30, 2003 and 2005/0222940 A1, published October 6, 2005) and any and all United States and foreign patents resulting from such applications and (ii) any divisions, continuations and reissues or extensions of any of the foregoing.

**“Licensed Rights”** shall have the meaning set forth in the recitals.

**“Licensed Technology”** shall mean the Licensed Know-How and the Licensed Patent Rights.

**“Licensee”** shall have the meaning set forth in the Preamble, and its subsidiaries and affiliates.

**“Licensee Improvements”** shall mean all inventions, discoveries, techniques, systems, methods, processes, improvements, developments, enhancements and modifications (whether or not patentable, commercially useful or reducible to writing or practice) that Licensee may hereafter, either solely or jointly with others, acquire, create, discover, invent, originate, make, develop, conceive or have rights to, in whole or in part, which is reasonably likely to infringe any Licensed Technology or is reasonably likely to be competitive with operations or applications of any Licensed Technology.

**“Licensor”** shall have the meaning set forth in the Preamble, and its subsidiaries and affiliates.

**“Model TIGRcub® Security and Token Security Structure”** shall mean the model structure that prominently features, among other terms and conditions, the obligation of the borrower to issue Security Token Offerings as debt or equity and/or such Tokens to pay a fixed percentage of its monthly gross revenues to the lender as satisfaction of a portion of the loan interest rate.

**“Model Security Documentation” (or “Model Documents”)** means Licensor’s copyrighted materials (marked as such), including but not limited to sample documents of securities purchase agreements, trust indentures, placement agent agreements, term sheets, circular templates, confidential information memoranda templates, potentially reflecting examples of the Model TIGRcub® Security Structure and/or debt or equity Security Token Offerings. Model Documents shall be used by Licensee and its advisors for reference purposes only and do not represent the actual documents that are suitable for any particular transaction, including that of the Licensee, without review and amendment by Licensee’s external legal counsel. Licensor makes no representations with respect to the suitability of the contents of Model Documents for any financing transaction.

**“Proprietary Rights”** shall mean all (i) patents, patent rights, patent applications, patent disclosures and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions and extensions thereof; (ii) Trademarks, and applications therefor; (iii) copyrights (registered and unregistered) and applications for copyright registration; (iv) mask works and registrations and applications for registration thereof; (v) computer software programs and applications (whether in source or object code forms) and related documentation; (vi) databases and database rights; (vii) trade secrets, know-how and Confidential Information, whether patentable or unpatentable and whether or not reduced to writing or practice, processes and techniques, research and development information; and (viii) other

proprietary rights relating to any of the foregoing (including all associated goodwill related to the foregoing and remedies against infringements thereof and rights of protection of an interest therein under the laws of all jurisdictions).

“**Buyer or Investor**” shall mean any institutional investors, lenders, accredited investors or lenders, qualified institutional buyers, or foreign investors or lenders (as such investors or lenders are defined under federal and state securities laws, rules and regulations) or any of their subsidiaries or affiliates.

“**Quality of Earnings Report / Due Diligence**” shall mean a contractual Scope of Work engaged with a top 20 accounting firm which meets the Due Diligence criteria agreed within executed terms between Licensee, Investor and Entrex. If required fees associated with the cost of this analysis are charged at cost, with no markup. Licensee, Investor and Entrex all agree to the Scope of Work and the Cost prior to the initiation of Due Diligence services and shall be paid by Licensee prior to commencement of services.

“**Quality of Earnings Documentation**” shall include a subset of documents similar to, but specific for the Licensee’s financing event. An example is provided in Exhibit 8.

“**Restricted Period**” means the period beginning on the Effective Date hereof and ending on the third anniversary of said date.

“**Term**” shall have the meaning set forth in Section 6.1 hereof.

“**Certificate “Restrictive Legend**””: Each TIGRcub or Security Token Certificate shall bear the following statement: “This TIGRcub/Security Token Security adheres to various US Patents and if traded, either between parties and/or electronically, is required to trade across the Entrex Capital Market or its designee”.

“**Tradability**” shall mean any primary and/or secondary trading of Tokens or TIGRcub Certificates across and through the Entrex Capital Market or its designees.

“**Trademarks**” means any and all United States and foreign trademarks, trade names, brand names, logotypes, symbols, service marks, designs, Internet domain names and the goodwill of the business symbolized thereby, including registrations and applications for registrations thereof and all renewals, modifications and extensions thereof.

## **Section 2: Grant of License.**

- 2.1 License to Use Licensed Technology and Licensed Marks:** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee the non-exclusive, non-transferable, non-sublicenseable right and license to (i) use the Licensed Technology solely for the purpose of one (1) Financing Transaction and otherwise in connection with an ITO ; and (ii) to use the Licensed Marks, solely in connection with the use of the Licensed Technology.
- 2.2 No Implied Rights.** No other rights with respect to the Licensed Rights other than those provided in Section 2.1 are granted to Licensee hereby. Licensor hereby reserves any rights not expressly granted to Licensee in Section 2.1. Without limitation to the foregoing, the license to the Licensed Marks does not include, and no rights are granted to any other Trademarks owned or Controlled by Licensor, or any Trademarks containing or comprising a formative, derivative, variation or colorable imitation thereof.

### **Section 3: Services.**

- 3.1 Scope of Services and Service Limitations:** Licensee acknowledges and agrees that Licensor, its employees, agents, and subcontractors in connection with Licensed Technology and in connection with its performing services as described herein: (i) will not be rendering advice, including but not limited to legal or financial advice, to Licensee or any other person, including Licensee's Financial Advisor and/or Broker, regarding any aspect of Licensee's business or Financing Transaction, (ii) will not be responsible for the actions of an any investor, lender, agent, or independent contractor of Licensee, (iii) will be relying, without investigation, upon information that is available from public sources or other information supplied to it by, or on behalf of Licensee, or its advisors, (iv) will not in any respect be responsible for the accuracy of completeness of, or have any obligation to verify said information or to perform any due diligence in connection with Licensor's Initial Offering or any Financing Transaction, (v) will not conduct any appraisal of any assets of Licensee or perform any valuation analysis, and (vi) will require that Licensee's Initial Offering documents contain appropriate disclaimers consistent with the foregoing.

Notwithstanding any terms to the contrary set forth herein, Licensor shall not, and shall not allow any third party (whether a representative, consultant, advisor or otherwise) acting on its behalf to: (i) discuss with any Buyer or Investor the advantages or disadvantages of investments in general or of an investment in Licensee; (ii) provide any advice or analyses or make any recommendations to Buyers or Investors with respect to an investment in Licensee; (iii) take part in any negotiations between Buyers or Investors and Licensee; (iv) deliver any Offering Document(s) to a Buyers or Investor; (v) receive or handle any Buyers or Investor's securities purchase agreement(s) prior to the issuance of Licensee's securities or any funds used by a Buyer or Investor to invest in Licensee; (vi) participate in any advertisement, endorsement or general solicitation regarding an investment in the Licensee; (vii) participate in the preparation of Offering Documents (including financial data or sales literature) relating to the sale or purchase of an interest in Licensee or in the distribution of these Offering Documents to any Brokers, Buyers or Investor; (viii) engage in any other communication with a Buyer or Investor regarding a possible investment in Licensee or the entering into a loan with Licensee. Licensor shall, at the request of Licensee, provide general and technical information about the Model Security Structure to Licensee and to Licensee's advisors, including its Financial Advisor and to Qualified Prospective Investors.

- 3.2 Model Documents.** Licensor shall, if requested, provide Licensee with electronic copies of copyrighted Model Documents solely for Licensee's reference purposes when preparing its offering documentation (defined herein) associated with Licensee's Initial Offering and otherwise in connection with Licensee's documents in connection therewith. Licensee acknowledges and understands that other documentation not included in Model Documents may be required by Qualified Prospective Investors and/or other parties in order to complete a Financial Transaction.

- 3.2.1** Licensee acknowledges that Licensor is not a law firm nor are its employees acting in the capacity of the Licensee's attorney or providing legal advice. Licensee confirms and acknowledges that neither Licensor, nor any of its employees, agents, or subcontractors, is acting as an attorney, accountant, or Financial Advisor to Licensee, its officers, directors, nor shareholders, and that Licensee, including all affiliated persons, will seek its own professional advice with respect to Financing Transactions. Licensee further acknowledges that the Model Documents are not a substitute for the advice of an attorney and that sample agreements contained in the Model Documents should not be relied upon as final



documentation and may require substantial revision to reflect specific terms and conditions of a Financial Transaction entered into between Licensee and Investors.

**3.2.2** Except for claims subject to the indemnification obligations set forth in Section 10.3.1, Licensor is not responsible for any loss, injury, claim, liability, or damage related to Licensee's use of the Model Documents. Licensee's reliance on and/or use of the Model Documents is at Licensee's own risk.

**3.3 Licensee's Initial Offering.** Through Licensor's technology and methodologies Licensee shall be solely responsible for drafting and approving its Initial Offering materials, including Offering Documents (as defined herein) by themselves or an external Originating Broker Dealer or financial professional. Additionally, where required by law, Licensee's offering documents may include any prospectus and any amendments or supplements to any prospectus, registration statements (if applicable), private placement memoranda, offering memoranda, and any other similar informational materials, including, but not limited to, documents required to be filed by Licensee or Licensee's Financial Advisor with any United States federal or state governmental, quasi-governmental or regulatory agencies (each of the above documents an "**Offering Document**", and collectively, "**Offering Documents**"). Licensor shall provide Model Documents, if requested, to Licensee and to its Financial Advisor for their use in preparation of Offering Documents. Licensor shall provide limited comments on Licensee's drafting of Offering Documents solely with respect to Model Security structures.

If at any time the Licensee's financial position is found to be materially different than originally represented, pursuant to the "Entrex TIGRcub InstaCub Calculation and/or Illustration" provided to the Licensee, and to the extent the financial changes make any Offering unlikely to be receptive to investors, the Licensee, may delay an offering until such time that the representations and /or financial position warrants conducting an offering. At this time Entrex shall consider the "Collapse Fee" due and payable which shall be deducted from any funds received from the Licensee or billed accordingly. If after two years from the Licensing date, if no acceptable financial offering is capable, this Financial Technologies License and Services Agreement shall be automatically cancelled between parties, and any termination/cancellation fees due other parties involved with the offering are the sole responsibility of the Licensee.

**3.4 Access to Licensor's Initial Offering System.** Subject to the license granted in Section 2 above and to the terms and conditions of Licensor's Website Usage Agreement, the License Fee (as defined in Section 4.3), shall receive website access credentials for, and be permitted to access Licensor's Initial Token Offering System ("ITOS"). ITOS shall include information related to the progress and status of documents prepared by Licensee in connection with Licensee's Initial Offering. Licensor shall make available through ITOS automated functions and facilities to support Licensee, and its Financial Advisor, with electronic outreach campaigns by email to Qualified Prospective Investors in the ITOS data base, or to other investors and lenders selected by Licensee, or its Financial Advisor.

**3.5 Instruction in Use of Initial Token Offering System.** Licensor shall instruct, through online instructional briefing, up to three employees or representatives of Licensee, plus at the same time, up to an additional three employees or representatives of Licensee's Financial Advisor, in the use of ITOS for the purposes of understanding ITOS functionality in connection with Licensee's Initial TIGRcub® Offering.

**3.6 Financial Models.** Licensor shall provide, if requested, Licensee and its advisor(s) access to Security financing model that shall include capability for Licensee to provide inputs of various assumptions of revenue growth rates, historical revenue and earnings, forecasted revenue and

earnings and other financial projections, projected investor return levels, debt service ratio calculations, treatment of principal amortization, and maturities for Licensee's review in developing various TIGRcub® Security financing scenarios.

- 3.7 Token Offering introduction to Buyers:** When a Licensee's ITO is deemed by Licensor as ready for a securities offering, and with Licensee's requisite approvals executed, and at the sole discretion of Licensor, the Licensor may introduce the ITO to its affiliate broker/dealer with the Intent to determining whether to enter into an agreement with Licensee .

**3.8 Required Disclosures:**

Prior to the Closing of a Financing Transaction, Licensee shall provide to Licensor:

- 3.8.1** Electronic copy of any Term Sheet, if different from the "Approved" Offering, received from any Investors. Term Sheets shall be sent to Licensor within 5 Business Days of receipt of a Term Sheet by Licensee.

**3.9 After the Closing of a Financing Transaction and continuing through the term of this Agreement, Licensee shall provide to Licensor:**

- 3.9.1** Copy of the designated SEC "Form D" as filed and any other local, State or Federal filing requirements as appropriate for the Offering or Financing.
- 3.9.2** Electronic copy of final Financing Transaction documents entered into with a Qualified Prospective Investor.
- 3.9.3** The same financial statement disclosures required of Licensee by a Buyer or Investor pursuant to Financing Transaction agreements.
- 3.9.4** If a Security Offering then separate from the above disclosures, on the 15<sup>th</sup> Day of each month, or subsequent business day, a statement of monthly revenues for the month preceding the prior month and revenues for the current fiscal year-to date.
- 3.9.5** On the 20<sup>th</sup> Day the designated "TIGRcub Distribution" shall be made to Entrex's affiliated Payment and Servicing Entity for distribution of Monthly Income Checks to Certificate Holders of record. The Payment and Servicing Entity will provide, if requested, the list of Certificate Holders and their payments made.

*Licensee shall also provide to Licensor, if requested, any information or documentation (or copies thereof) provided to other parties to a Financing Transaction (e.g., broker-dealers and investors).*

**3.10 Licensor's Use of Information Contained in Disclosures:**

Licensor shall treat information disclosed by Licensee pursuant to Section 3.9 in a manner consistent with Section 8 (Confidentiality) hereof. However, Licensor may use information disclosed by Licensee for its own internal purposes and may publish aggregate information that includes Licensee's disclosures but must do so in a way that assures (i) Licensee's identity will remain undisclosed in any externally published information, and (ii) Licensee's identity cannot be reasonably inferred. The Licensee may, at its discretion, use this data on an individual basis, to market data providers, inclusive of Bloomberg and/or Dow Market Data in an effort to

distribute the financial performance of the Licensees TIGRcub for secondary QIB trading or subsequent offerings

### **3.11 Indications of Interest and Term Sheets:**

From time to time, a Buyer may provide an Indication of Interest or Term Sheet expressing its interest to lend to, or invest in, Licensee. Such Indication of Interest or Term Sheets may be expressed in binding or non-binding letters or agreements or “Indication of Interest”. Such Term Sheets must be consistent with the terms reflected in Licensee’s Illustration and Offering Documents and consistent with the Model Security Structure. At its sole discretion, Licensee may accept or reject such Indication of Interest or Term Sheets and proceed to negotiate and transact with any Qualified Prospective Investor(s). At no time shall Licensor be a party to negotiations between Licensee and a Buyer or Investor. In the event that Licensee receives a, “Indication of Interest” or “Term Sheet” pursuant and in response to the Licensee’s Offering/Circular and DealBox, (independent of whether accepted by the Licensee or not) the Licensee acknowledges fees will be due pursuant to Exhibit 3.

If and when an “Indication of Interest” or “Term Sheet” is received by the Licensee in its sole discretion from a Investor, this Agreement shall remain in binding effect including but not limited to Fees pursuant to Exhibit 3.

## **Section 4: License Fees and Quality of Earnings / Due Diligence Fees.**

- 4.1 Fee Deposit.** Fees and Deposits, pursuant to Exhibit 3, shall be forwarded to initiate the Offering Circular and DealBox preparation and presentation of the Licensees Offering to Buyers.
- 4.2 Fee Releases,** Fees, pursuant to Exhibit 3, shall be released to relative parties pursuant to milestones achieved.
- 4.3 Fee/Deposit Return,** Any fees or deposits not distributed pursuant to Exhibit 3. shall be returned to the Licensee with 30 days less any fees due
- 4.4 License Fee.** Shall be non-refundable and funded upon the execution of this agreement to initiate the preparation of the Circular and DealBox with the supervision of the Entrex internal ITO (Initial TIGRcub Offering or Initial Token Offering) Team.
- 4.5 Quality of Earnings / Due Diligence Fee,** If required by an investor the Licensor is responsible for the agreed fees associated with the agreed Quality of Earnings and Due Diligence Scope of Work. Changes in Scope and Fees made, and agreed between parties, shall be promptly provided for Entrex to distribute accordingly.
- 4.4 Payment of Services Fees.** Upon the first anniversary of the Closing Date of a Financing Transaction, and upon each anniversary thereafter an annual Services Fee shall become due in accordance with Exhibit 3 hereof until and unless this Agreement is terminated and as more fully defined in Section 6 herein.
- 4.5 Method of Payment.** All fees payable under this Agreement shall, subject to Section 4.6, be made free and clear of any deductions for taxes by wire transfer to Licensor’s bank account using the wire transfer instructions provided in Section 11.1 hereof (which may be amended by Licensor from time-to-time in writing following the date hereof).

- 4.6 Interest on Overdue Fees.** Without limiting the applicability of Section 10, if Licensee fails to timely make any payment required to be made under this Agreement, then, upon Licensor's written notice, Licensee shall be required to pay Licensor interest on the overdue amount, over the period commencing on the date when payment was due and ending on the date when such amount is paid or when the obligation to pay such amount is otherwise satisfied or discharged, at a per annum floating rate equal to the lesser of (i) the rate five hundred (500) basis points above the prime rate in effect as quoted by Bank of America or (ii) the highest rate permitted under applicable law.
- 4.7 Subsequent Financing Transactions.** Following the first closing of a Financing Transaction with a Buyer or Investor, if the Licensee receives a subsequent Financing by the same Buyer or Investor during the Restricted Period, Licensee shall pay Licensor fees as described in Exhibit 5.
- 4.8 Taxes.** If any taxes are required to be withheld pursuant to applicable laws or regulations from License and Services Fees owed to Licensor hereunder, and Licensor shall determine to obtain a refund, reduction or exemption with respect to all or any part of any such taxes so withheld, then Licensee shall cooperate fully in the pursuit of such refund, reduction or exemption, and, if such a reduction or exemption is obtained, shall withhold in accordance therewith, provided that Licensee shall not be required to expend funds in connection therewith.

## **Section 5: Use and Protection of the Licensed Marks.**

- 5.1 Limitations.** Subject to Section 5.2 below and apart from the Licensed Marks, Licensee may not affix any Trademark in connection with the Commercialization other than (i) in combination with Licensee's own trade name and Trademark(s), (ii) as required by applicable law or (iii) with the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed. Except for its use of the Licensed Marks in accordance herewith, Licensee shall not use any Trademark confusingly similar to the Licensed Marks, or containing a formative, derivative, variation or colorable imitation thereof. Licensee shall not use the Licensed Marks or any Trademark confusingly similar to the Licensed Marks or containing a formative, derivative, variation or colorable imitation thereof as or as part of Licensee's corporate or trading name or in any other Trademark owned or Controlled by Licensee. Licensee shall not conjoin or otherwise combine, the Licensed Marks with any other Trademark.
- 5.2 Other Materials.** Licensee may use its own trade name and Trademark(s) on advertising, marketing and promotional materials for the purpose of Commercialization in accordance with the terms of this Agreement.
- 5.3 Title.** Licensee acknowledges that:
- 5.3.1** As between Licensor and Licensee, Licensor is the owner of the Licensed Marks;
- 5.3.2** The Licensed Marks, and the goodwill associated therewith, are valuable properties belonging to Licensor; and
- 5.3.3** All rights thereto are and shall remain the sole and exclusive property of Licensor.
- 5.4 Restriction on Applications.** Licensee shall not apply for or obtain registration of any Trademarks confusingly similar to the Licensed Marks, or any Trademarks containing or comprising a formative, derivative, variation or colorable imitation of the Licensed Marks.

- 5.5 Protection of Licensor's Rights.** Licensee will not do or omit to do anything which might reasonably be expected to diminish the rights of Licensor in the Licensed Marks or impair any registration of the Licensed Marks (or any application therefor). In no event will Licensee use the Licensed Marks in any manner that might reasonably be expected to harm, diminish, tarnish or dilute the reputation, image or prestige of the Licensor, the Licensed Marks or the TIGRcub® Securities.
- 5.6 Compliance.** Licensee will abide, in all material respects, by all applicable laws and regulations related to Licensee's use of the Licensed Marks in order to safeguard Licensor's rights in the Licensed Marks. Licensee shall comply, in all material respects, with all governmental and quasi-governmental laws, rules and regulations pertaining to business conducted in connection with the Licensed Marks.
- 5.7 Appropriate Use.** Licensee will use commercially reasonable efforts to use the Licensed Marks in a manner that will protect Licensor's rights and goodwill therein. Licensee shall cause to appear, in connection with all uses of the Licensed Marks, the designations "SM," "TM" or "®," as appropriate, and such other customary Trademark legends, markings and notices as Licensor may specify in writing to Licensee from time to time.
- 5.8 Quality Control Standards.** Licensee agrees that the quality of the Financing Transactions based on the Model TIGRcub® Security Structure and Licensee's Commercialization of Licensed Rights, shall be (i) substantially consistent with the highest standards of quality in the financial services industry; and (ii) in accordance with federal and state securities laws and other regulatory bodies as may be applicable, as amended from time-to-time. Licensee shall use the Licensed Marks at all times in accordance with Licensor's trademark usage guidelines attached hereto as Exhibit 2, and such other reasonable instructions as may be communicated by Licensor to Licensee from time to time ("**Trademark Guidelines**") and shall use and display the Licensed Marks on all materials related to the Commercialization of Licensed Rights and with uniform quality satisfactory to Licensor or as specified by Licensor.
- 5.9 Approval Rights.** In order to ensure that Licensee's use of the Licensed Marks complies with the quality standards set forth herein, Licensee shall submit to Licensor, at least five (5) Business Days prior to their use, for Licensor's prior written approval, samples and a description of any and all documents (whether in written, electronic, optical or in any other form and other materials (collectively, "**Materials**") that may bear the Licensed Marks. If Licensor fails to give Licensee written notice of its disapproval within four (4) Business Days after Licensor's receipt of such Materials, Licensor shall be deemed to have approved the use of such Materials. In the event that Licensor subsequently notifies Licensee in writing that approval for the use of any Materials bearing the Licensed Marks is withdrawn, Licensee shall, at the option of Licensor, either (i) phase out the use of such Material in the ordinary course of business or (ii) promptly cease the use of such Materials, provided that Licensor agrees to reimburse Licensee for the replacement cost of such affected Materials.

## **Section 6: Term and Termination.**

- 6.1 Term.** This Agreement shall commence upon the Effective Date and remain in effect until terminated in accordance with its terms (the "**Term**").
- 6.2 Licensor Termination for Cause.** Notwithstanding the foregoing:

- 6.2.1 Except as provided in Sections 6.2.2, 6.2.3 and 6.2.4, this Agreement shall terminate, at Licensor's option, upon sixty (60) days' written notice to Licensee, upon breach by Licensee of any of the material provisions hereof, provided such material breach shall not have been cured within such thirty (30) day period (or such longer cure period as may be expressly provided for herein);
- 6.2.2 Licensor shall have the option to terminate this Agreement upon thirty (30) days' written notice to Licensee if Licensee fails to timely pay the License Fee or any License and Services Fees when due;
- 6.2.3 Licensor shall have the option to terminate this Agreement immediately upon written notice to Licensee if Licensee commits or attempts to commit any act of fraud against Licensor; and
- 6.2.4 Licensor shall have the option to terminate this Agreement immediately upon written notice to Licensee if Licensee attempts to assign this Agreement or any of its right hereunder in violation of Section 11.7 hereof.

**6.3 License Termination for Cause.** Notwithstanding the foregoing:

- 6.3.1 Except as provided in Sections 6.3.2 and 6.3.3, this Agreement shall terminate, at Licensee's option, upon thirty (30) days' written notice to Licensor, upon breach by Licensor of any of the material provisions hereof, provided such material breach shall not have been cured within such thirty (30) day period (or such longer cure period as may be expressly provided for herein);
- 6.3.2 Licensee shall have the option to terminate this Agreement immediately upon written notice to Licensor if Licensor commits or attempts to commit any act of fraud against Licensee; and
- 6.3.3 Licensee shall have the option to terminate this Agreement immediately upon written notice to Licensor if Licensor attempts to assign this Agreement or any of its right hereunder in violation of Section 11.7 hereof.

**6.4 Bankruptcy.** This Agreement may be terminated immediately upon written notice by either Party (the "Non-Debtor Party") at any time during the Term (i) upon the declaration by a court of competent jurisdiction that the other Party (the "Debtor Party") is bankrupt and the Debtor Party's assets are to be liquidated, (ii) upon the filing or institution of bankruptcy, liquidation or receivership proceedings (other than reorganization proceedings under Chapter 11 of the United States Bankruptcy Code) with respect to the Debtor Party, (iii) upon an assignment of a substantial portion of the assets for the benefit of creditors by the Debtor Party, (iv) in the event a receiver or custodian is appointed for the Debtor Party's business or (v) if a substantial portion of the Debtor Party's business is subject to attachment or similar process; provided, however, that in the case of any involuntary bankruptcy proceeding such right to terminate shall become effective only if the proceeding is not dismissed within sixty (60) days after the filing thereof.

**6.5 Termination for Convenience.** Subject to payment in full by Licensee of all License and Services Fees owing pursuant to this Agreement, either Licensee or Licensor may terminate this Agreement following either (i) the maturity or redemption of all of the securities issued under this Agreement or (ii) the expiration or termination of all Financing Transactions

commitment letters from Buyers or Investors to Licensee, by giving notice of the termination at least thirty (30) days prior to the termination date specified in the notice.

**6.6 Obligations Upon Expiration or Termination.** The expiration or termination of this Agreement, in whole or in part, shall not relieve Licensee from its obligations to pay any License Fee, Term Sheet Event Fee, and Services Fees accrued hereunder prior to such expiration or termination.

**6.7 Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all Licensed Rights shall revert to Licensor and Licensee shall (i) immediately cease to practice any and all Licensed Rights, (ii) immediately return to Licensor any and all of Licensor's Confidential Information and all other materials reflecting the Licensed Rights and (iii) cease issuing and Commercialization of Licensed Rights.

## **Section 7: Obligations of the Parties.**

### **7.1 Know-How and Improvements.**

**7.1.1** Licensor shall disclose and communicate to Licensee all Licensed Know-How in its Control as of the Effective Date that Licensor determines in its reasonable discretion to be necessary for Licensee's Commercialization of Licensed Rights..

**7.1.2** Licensee shall promptly disclose and communicate to Licensor all Licensee Improvements acquired, discovered, created, invented, originated, made or conceived using the Licensed Rights following the Effective Date. Licensee shall, and hereby does, assign all of its right, title and interest in all Licensee Improvements to Licensor. All such Licensee Improvements shall automatically be included within the scope of the license granted pursuant to Section 2.1 of this Agreement, it being understood that such inclusion shall not affect the License and Services Fees due pursuant to Section 4 hereof, and Licensor may, but shall not be obligated to, file and prosecute, or cause to be filed and prosecuted, such United States and foreign patent applications with respect to any such Licensee Improvements as Licensor shall in its sole discretion determine. Licensee shall, and shall cause its employees to, cooperate fully with Licensor in connection with such prosecutions, if any, and, generally, to permit Licensor to protect its proprietary interest in all Licensee Improvements.

**7.1.3** Any improvements relating to the Licensed Know-How acquired, discovered, invented, originated, made, conceived or Controlled after the Effective Date by Licensor that are necessary or useful for Licensee's Commercialization of Licensed Rights (as determined by Licensor) and Controlled by Licensor shall be disclosed to Licensee and automatically be included within the scope of the license granted pursuant to this Agreement, it being understood that such inclusion shall not affect the License Fee, Term Sheet Event Fee, and Services Fees due pursuant to Section 4 hereof.

**7.2 Information Provided to Licensor.** Licensee understands and agrees that any and all information provided to Licensor pursuant to Section 7.2 will be used by Licensor for the following purposes, among others to be determined in Licensor's sole discretion:

**7.2.1** To create and commercialize an electronic database of Financing Transactions and disclosures pursuant to Section 3.9 hereof, as applicable;

7.2.2 To create and commercialize an electronic pricing reference data base for Financing Transactions of similar size, industry, and types; and

7.2.3 To create and publish various indexes.

## **Section 8: Confidentiality.**

**8.1 Confidentiality.** Except to the extent expressly authorized by this Agreement or otherwise agreed in writing, each Party agrees that, for the Term and for ten (10) years thereafter, it shall keep the disclosing Party's Confidential Information confidential to the same extent and in at least the same manner as the recipient Party protects its own Confidential Information, and shall not publish or otherwise disclose or use such Confidential Information without the disclosing Party's consent. Each Party shall, however, be permitted to disclose relevant aspects of the other's Confidential Information to its officers, directors, professional advisors (including attorneys, bankers and consultants), contractors, subcontractors and employees, and to the officers, directors, professional advisors, contractors, subcontractors and employees of its affiliates, on a need to know basis; provided, however, that the recipient Party shall take all reasonable measures to ensure that Confidential Information of the disclosing Party is not disclosed in contravention of the provisions of this Agreement by such persons and entities. Confidential Information shall not include information that the recipient Party can establish:

**8.1.1** Was already known by the recipient Party (other than under an obligation of confidentiality) at the time of disclosure by the disclosing Party;

**8.1.2** Was generally available to the public or otherwise part of the public domain at the time of its disclosure to the recipient Party;

**8.1.3** Became generally available to the public or otherwise part of the public domain after its disclosure or development, as the case may be, other than through any unauthorized act or omission of the recipient Party;

**8.1.4** Was disclosed to the recipient Party, other than under an obligation of confidentiality, by a third party who had no obligation to the disclosing Party not to disclose such information to the recipient Party; or

**8.1.5** Was independently discovered or developed by or on behalf of the recipient Party without the use of any of the disclosing Party's Confidential Information.

**8.2 Authorized Disclosure.** Notwithstanding the provisions of Section 8.1, each Party may disclose Confidential Information to the extent such disclosure is reasonably necessary to comply with applicable laws and regulations.

**8.3 Notice of Disclosure.** In the event a Party deems it reasonably necessary to disclose Confidential Information belonging to the other Party pursuant to Section 8.2, it shall to the extent possible give reasonable advance written notice of such disclosure to such other Party, take reasonable measures to ensure confidential treatment of the Confidential Information and cooperate with any lawful measures of such other Party to keep such Confidential Information confidential.

**8.4 SEC Filings and Other Disclosures.** The Parties may disclose the terms of this Agreement (i) to the extent required, in the reasonable opinion of legal counsel, to comply with applicable laws, including the rules and regulations promulgated by the United States Securities and



Exchange Commission, any stock exchange or any governmental, quasi-governmental agency, court or tribunal of competent jurisdiction and (ii) in connection with a prospective acquisition, merger or financing, to prospective acquirers or merger candidates or to existing or potential investors, provided that prior to such disclosure each such prospective acquirer, candidate or investor shall agree in writing to be bound by obligations of confidentiality and non-use no less restrictive in scope than those set forth in this Section 8. Notwithstanding the foregoing, before disclosing this Agreement or any of the terms hereof pursuant to clause (i) above, the Parties will consult with one another on the terms of this Agreement to be redacted in making any such disclosure, which redactions shall also be made in all future disclosures unless required to be disclosed by order of the United States Securities and Exchange Commission, any stock exchange, or any other governmental, quasi-governmental agency, court or tribunal of competent jurisdiction. If either Party discloses this Agreement or any of the terms hereof in accordance with clause (i) above, the Parties shall seek, at its own expense, confidential treatment for such portions of this Agreement or terms as may be reasonably requested by the other Party.

## **8.5 Public Announcements; Publications.**

**8.5.1 Coordination.** The Parties agree on the importance of coordinating their public announcements respecting this Agreement and the subject matter hereof. The Parties shall, from time to time, and at the request of the other Party, discuss and agree on the general information content relating to this Agreement which may be publicly disclosed.

**8.5.2 Press Release.** The Parties may simultaneously release a mutually agreed-upon announcement regarding the signing of this Agreement.

## **Section 9: Representations and Warranties.**

**9.1 Licensor.** Licensor hereby represents and warrants as follows:

**9.1.1** Licensor (i) has full right, power and authority to enter into and perform this Agreement, and (ii) is not subject to any legal, contractual or other impediment which would inhibit its ability to enter into and perform this Agreement;

**9.1.2** Licensor is the owner or exclusive licensee of the Licensed Marks and Licensed Technology, including the Model TIGRcub<sup>®</sup> Security Documentation, model Token Security Documentation and materials that may be posted on ITOS intended for Licensor's use;

**9.1.3** There are no claims or proceedings of any kind, threatened or pending, that assert that the Licensed Rights infringe, misappropriate or compete unfairly with any copyright, trade secret, patent trademark, or other Proprietary Rights of any third party;

**9.1.4** To the best of Licensor's knowledge the use and Commercialization of the Licensed Rights as contemplated by this Agreement does not infringe, misappropriate or compete unfairly with any United States copyright, trade secret, patent, trademark or other Proprietary Rights of any third party;

**9.1.5** There are no pending or issued United States third-party patents that Licensor or its counsel reasonably believes may serve as an obstacle or limitation to (i) the issuance or enforceability of the Licensed Patent Rights, (ii) Licensor's ability to perform under this

Agreement, or (iii) Licensee's Commercialization of Licensed Rights as contemplated by this Agreement.

- 9.1.6 There is no outstanding Legal Proceeding to which Licensor is a party which, if decided unfavorably to Licensor, would have a materially adverse effect on Licensor's ability to fulfill its obligations under this Agreement; and
- 9.1.7 Licensor has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary bankruptcy petition, (iii) suffered the filing of any involuntary bankruptcy petition by any of its creditors, (iv) suffered the appointment of a receiver to take possession of all or any substantial portion of its assets, (v) suffered the attachment or other judicial seizure of all or any substantial portion of its assets.
- 9.1.8 Licensor is not broker/dealer, a registered representative with any broker/dealer in the United States or elsewhere, is not employed by or associated with any broker/dealer in the United States or elsewhere, is not an investment adviser nor a Financial Advisor, either generally or has not become aware of any specific investor through any registered representative or broker/dealer in the United States.

9.2 **Licensee.** Licensee hereby represents and warrants as follows:

- 9.2.1 Licensee (i) has full right, power and authority to enter into and perform this Agreement and (ii) is not subject to any legal, contractual or other impediment which would inhibit its ability to enter into and perform this Agreement;
- 9.2.2 There is no outstanding litigation, arbitrated matter or other dispute to which Licensee is a party which, if decided unfavorably to Licensee, would have a materially adverse effect on Licensee's ability to fulfill its obligations under this Agreement;
- 9.2.3 Licensee has the capability and intention to Commercialize the Licensed Rights for the purpose of entering into a Financing Transaction in the United States and to pay the fees described in Section 4 herein and on Exhibit 3 hereof; and
- 9.2.4 Licensee has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary bankruptcy petition, (iii) suffered the filing of any involuntary bankruptcy petition by any of its creditors, (iv) suffered the appointment of a receiver to take possession of all or any substantial portion of its assets, (v) suffered the attachment or other judicial seizure of all or any substantial portion of its assets or (vi) admitted in writing its inability to pay any of his debts.

#### **Section 10: Disclaimer of Warranties; Limitation of Liability; Indemnification.**

- 10.1 **Disclaimer of Warranties.** EXCEPT AS SET FORTH IN SECTION 9, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EACH PARTY HEREBY EXCLUDES ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, OR OF MERCHANTABLE QUALITY, OR OF FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PARTY AGREES THAT NEITHER IT NOR ANY OF ITS AFFILIATES SHALL HAVE ANY LIABILITY HEREUNDER OR OTHERWISE WITH RESPECT TO ANY REPRESENTATION, WARRANTIES OR OTHER STATEMENTS, WRITTEN OR ORAL, MADE BY OR ON BEHALF OF THE OTHER PARTY, EXCEPT AS SET FORTH IN SUCH SECTION 9.

**10.2 Limitation of Liability.** EXCEPT AS SET FORTH IN SECTION 10.3, EACH PARTY’S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, IN CONNECTION WITH THE LICENSED RIGHTS AND THIS AGREEMENT IN ANY RESPECT WHATSOEVER SHALL IN NO EVENT EXCEED THE SUM OF THE LICENSE AND SERVICES FEES ACTUALLY PAID TO LICENSOR HEREUNDER. NEITHER PARTY SHALL BE LIABLE FOR DAMAGES IN THE FORM OF CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, LOST PROFITS, LOST SAVINGS, LOSS OF GOODWILL OR OTHERWISE, OR FOR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.3 Indemnification.**

**10.3.1 Licensor.** Licensor will defend, indemnify and hold harmless Licensee and its affiliates and their respective officers, employees, and agents from and against any and all losses, expenses, claims, damages, liabilities, causes of action and costs (including the cost of investigation and attorney’s fees) of any nature made (collectively, “**Liabilities**”) or lawsuits or other proceedings filed or otherwise instituted against Licensee or any such other person or entity alleging (i) breach by Licensor of any of Licensor’s representations or warranties in Section 9.1 or (ii) that the Licensed Rights infringe the Proprietary Rights of any third party (an “**Infringement Claim**”) or (iii) any untrue statement or alleged untrue statement of a material fact contained in any Offering Document or other Materials or that arises out of or is based upon any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements made therein not misleading, to the extent such Liability arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in and in conformity with information concerning Licensor furnished in writing by or on behalf of Licensor to Licensee expressly for use in an Offering Document or in the applicable Materials. Notwithstanding the foregoing, Licensor will have no obligations to Licensee with respect to any Infringement Claim that is based on (1) any modification of the Licensed Rights by Licensee not made or approved in writing by Licensor or as otherwise approved pursuant to this Agreement, (2) any combination of the Licensed Rights by Licensee with other products, services, or technology not approved in writing or provided by Licensor or (3) any unauthorized use by Licensee of the Licensed Rights. The indemnification obligation of Licensor as set forth in this Section 10.3.1 is Licensee’s sole and exclusive remedy for any and all Infringement Claims related to the Licensed Rights.

**10.3.2 Licensee.** Licensee will defend, indemnify and hold harmless Licensor and its affiliates and their respective officers, employees, subcontractors, and agents from and against any and all Liabilities or lawsuits or other proceedings filed or otherwise instituted against Licensor or any such other person or entity alleging (i) breach by Licensee of any of Licensee’s representations or warranties in Section 9.2 (ii) fraud, misrepresentation or any similar claim and arising out of Licensee’s Commercialization of Licensed Rights or (iii) any untrue statement or alleged untrue statement of a material fact contained in any Offering Document or other Materials or that arises out of or is based upon any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements made therein not misleading, except insofar as any such Liability arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in and in conformity with information concerning Licensor furnished in writing by or on behalf of Licensor to Licensee expressly for use in an Offering Document or in the applicable Materials.

**10.3.3 Procedures.** If any third party claim is commenced against a party entitled to indemnification under Section 10.3.1 or Section 10.3.2 (the “Indemnified Party”), notice thereof shall be given by the Indemnified Party to the other Party (the “Indemnifying Party”) as promptly as practicable. Any delay by the Indemnified Party in providing such notice shall not limit the Indemnifying Party’s obligations pursuant to Section 10.3.1 or Section 10.3.2 except to the extent of any Liabilities caused by such delay. If, after such notice, the Indemnifying Party acknowledges that this Agreement applies with respect to such claim, then the Indemnifying Party shall be entitled, if it so elects, in a notice promptly delivered to the Indemnified Party, but in no event less than ten (10) days prior to the date on which a response to such claim is due, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys acceptable to the Indemnified Party to handle and defend the same, at the Indemnifying Party’s cost. The Indemnified Party shall cooperate, at the cost of the Indemnifying Party, with the Indemnifying Party and its attorneys in the investigation, trial and defense of such claim and any appeal arising therefrom; provided, however, that the Indemnified Party may, at its own cost, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy other than the payment of money by the Indemnifying Party shall be entered into without the consent of the Indemnified Party. After notice by the Indemnifying Party to the Indemnified Party of its election to assume full control of the defense of any such claim, the Indemnifying Party shall not be liable to the Indemnified Party for any legal fees and expenses incurred thereafter by such Indemnified Party in connection with the defense of that claim. If the Indemnifying Party does not assume full control over the defense of a claim subject to such defense as provided in this Section, the Indemnifying Party may participate in such defense, at its cost, and the Indemnified Party shall have the right to defend the claim in such manner as it may deem appropriate, at the cost of the Indemnifying Party.

**10.3.4 Additional Obligations.** If the continued use of any Licensed Know-How or Licensed Mark, the continued use any invention covered by a Licensed Patent Right, or the exercise of any Licensed Right is enjoined, or is the subject of a settlement or other agreement that limits, prevents or adversely affects Licensee’s issuance and/or Commercialization of Licensed Rights, then (a) the affected license(s) granted under Section 2.1 shall immediately terminate without the need for any further action by either Party, (b) Licensee shall, at the option of Licensor, either (i) phase out the use of the Materials in the ordinary course of business or (ii) promptly cease the use of the Materials, provided that in each case Licensor agrees to reimburse Licensee for the cost of such Materials (following Licensee’s presentation of substantiation for such costs), (c) Licensor shall promptly refund to Licensee a pro rata share of any Services Fees paid by Licensee in the affected year. and (d) Licensee shall cease issuing and Commercializing the Licensed Rights.

## **Section 11: Miscellaneous Provisions.**

**11.0 Notices.** Notwithstanding notice with respect to Exhibit 5 herein, any notice, demand, consent, request or other communication required or permitted to be delivered hereunder to either Party hereto (the “**Receiving Party**”) shall be in writing and shall be deemed properly delivered, given and received on the earlier of (i) the date of actual delivery of such notice, demand, consent, request or other communication to the Receiving Party at the address set forth beneath the name of the Receiving Party below (or at such other address as the Receiving Party shall have specified in a written notice delivered to the other Party hereto); or (ii) the date three (3) business days after the date on which such notice,

demand, consent, request or other communication is deposited in the United States mail as registered or certified mail, postage prepaid, with return receipt requested, addressed to the Receiving Party at the address set forth beneath the name of the Receiving Party below (or at such other address as the Receiving Party shall have specified in a written notice delivered to the other Party hereto):

**Licensor:**

Stephen H. Watkins  
Chief Executive Officer  
Entrex Capital Market, LLC.  
150 East Palmetto Park Rd  
Suite 800  
Boca Raton, FL 33432  
SWatkins@EntrexCapitalMarket.com  
(954) 856-6659 (Direct)  
(561) 465-7580 (Office)

**Wire Transfer Instructions for Licensor:**

Entrex Capital Market, Inc.  
Routing Number: Wells Fargo ABA# 121000248  
Account Number: 8943883309

**International Wire Transfer Instructions for Licensor:**

Swift Code: WFBIUS6W (foreign currency)  
Or WFBIUS6S (U.S. currency)

**Counsel of Licensor:**

Katten Muchin Roseman LLP  
575 Madison Avenue  
New York, New York 10022-2585  
Attn: Chris DiAngelo, Esq.

**Notices to Licensee:**

To the Licensee name and address appearing on Page 1 hereof with attention to the signatory name appearing on Page 23 hereof, or as otherwise designated herein.

**Counsel of Licensee:**

**Company:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State:** \_\_\_\_\_  
**Attn:** \_\_\_\_\_

**11.1 Headings.** The Section headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

- 11.2 Governing Law.** This Agreement shall be construed and interpreted in accordance with, and shall be governed in all respects by, the laws of the State of Delaware (without giving effect to principles of conflicts of laws).
- 11.3 Jurisdiction.** Neither Party shall commence any Legal Proceeding or action against the other Party under this Agreement unless and until such Parties have attempted in good faith to settle the underlying dispute arising out of or relating to this Agreement through negotiation for a period of not less than three (3) Business Days. Each of the Parties hereto irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction and venue of the United States District Court for the Southern District of Delaware or, if such court will not accept jurisdiction, the Supreme Court of the State of Delaware, or any court of competent civil jurisdiction sitting in Delaware, and any appellate court with jurisdiction over the judgments of such courts, in any action or proceeding arising out of or relating to this Agreement. Each of the Parties hereto irrevocably and unconditionally waives and agrees not to assert by way of motion, as a defense or otherwise any claims that it is not subject to the jurisdiction of the above courts, that such action or suit is brought in an inconvenient forum or that the venue of such action, suit or other proceeding is improper. Each of the Parties hereto also agrees that any final and unappealable judgment against a Party hereto in connection with any action, suit or other proceeding shall be conclusive and binding on such Party and that such award or judgment may be enforced in any jurisdiction, either within or outside of the United States, by suit on the judgment or in any other manner permitted by law. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment.
- 11.4 Waiver of Jury Trial.** Each Party hereto waives, to the fullest extent permitted under applicable law, any right it may have to a trial by jury in any legal proceeding arising out of or relating to this Agreement.
- 11.5 Specific Performance.** Without limiting the rights of each Party hereto to pursue all other legal and equitable rights available to such Party for any other Party's failure to perform their obligations under this Agreement, the Parties acknowledge and agree that the remedy at law for any failure to perform their obligations hereunder would be inadequate and that each of them, respectively, shall be entitled to specific performance, injunctive relief or other equitable remedies in the event of any such failure without the requirement of posting a bond or other security.
- 11.6 Assignment.** Except with the express written consent of Licensor, which may be withheld in Licensor's sole discretion, Licensee shall not (whether voluntarily, involuntarily, by operation of law or otherwise) (i) sell, transfer or assign any of the Licensed Rights or any interest in any of the Licensed Rights to any third person; (ii) pledge or encumber any of the Licensed Rights or any interest in any of the Licensed Rights; (iii) sell, transfer or assign any of Licensee's rights under this Agreement or (iv) delegate any of Licensee's obligations under this Agreement. Any attempted or purported sale, transfer or assignment by Licensee of any of the Licensed Rights or any interest therein or of any rights under this Agreement in violation of this Section, and any attempted or purported delegation by Licensee of any of his obligations under this Agreement in violation of this Section, shall be null and void *ab initio* and of no force or effect, and shall not bind or be recognized by Licensor. For the purposes of this Section, a change in ownership and/or control of the Licensee shall constitute a sale or transfer of the Licensed Rights.

- 11.7 Successors and Assigns.** Subject to the provisions of Section 11.7 of this Agreement, this Agreement shall be binding upon (a) Licensor and its successors and assigns; and (b) Licensee and its successors and assigns. Except for the provisions of Section 10.3, the provisions of this Agreement are not intended to, and shall not, provide any rights or remedies to any other person.
- 11.8 Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, and the invalid, illegal or unenforceable provision shall be reformed to the minimum extent required to render such provision valid, legal and enforceable and in a manner so as to preserve the economic and legal substance of the transactions contemplated hereby to the fullest extent permitted by law. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.
- 11.9 Relationship Between Parties.** The relationship between Licensor and Licensee is that of independent contractors. Licensor and Licensee are not joint venturers, partners, principal and agent, franchiser and franchisee, master and servant, employer or employee, attorney and client, and have no relationship other than as independent contracting parties. Neither Party shall have the power to bind or obligate the other party in any manner.
- 11.10 Non-Circumvention.** Licensee will not in any manner, circumvent, or attempt to circumvent its payment obligations of Section 4 under this Agreement. Therefore, during the Restricted Period, Licensee will neither directly nor indirectly enter into a Financing Transaction anywhere in the world with a TIGRcub Buyer or Investor in such a way that avoids payment of License Fee, Term Sheet Fee, and Services Fees to Licensor.
- 11.11 Entire Agreement.** Notwithstanding the Entrex Website Usage Agreement, this Agreement sets forth the entire understanding of the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings between the Parties hereto relating to the subject matter of this Agreement. No amendment, modification, change or supplement to this Agreement shall be valid unless in writing signed by authorized representatives of each of Licensor and Licensee.
- 11.12 Interpretation.** The use of any gender herein shall be deemed to be or include the other genders and the use of the singular herein shall be deemed to include the plural (and vice versa), wherever appropriate. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified in writing, (ii) any reference herein to any person shall be construed to include the person’s successors and assigns, (iii) the words “herein,” “hereof” and “hereunder” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (iv) all references herein to Sections, Exhibits or Schedules shall be construed to refer to Sections, Exhibits and Schedules of this Agreement. References to dollar amounts shall be deemed to indicate United States Dollars.

- 11.13 Waiver.** No failure on the part of either Party hereto to exercise any power, right, privilege or remedy hereunder, and no delay on the part of either Party hereto in exercising any such power, right, privilege or remedy, shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.
- 11.14 Construction.** Each Party hereto agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.
- 11.15 Additional Documents and Actions.** Licensee agrees to execute and deliver, or cause to be executed and delivered, such agreements, instruments and documents, including a memorandum of license suitable for recording in the United States Patent and Trademark Office (or the equivalent agency in any relevant foreign jurisdiction) and satisfactory in form and substance to Licensor, and to take such other actions, as Licensor reasonably determines to be necessary or appropriate for the purpose of effectuating, evidencing, implementing or facilitating the consummation of any of the transactions contemplated by this Agreement or for the purpose of enabling Licensor to enforce any of its rights under this Agreement.
- 11.16 Survival.** Notwithstanding any other provisions contained in this Agreement, the rights and obligations in Sections 5.3, 5.4, 5.7, 6.5, 6.6, 7.1.2, 8, 10 and 11 shall survive the expiration or termination of this Agreement.
- 11.17 Non-exclusivity.** Unless otherwise provided for herein, the rights and remedies of each Party under this Agreement are not exclusive of or limited by or in limitation of any other rights or remedies (including any rights of set off) which a Party may have, whether at law, in equity, by contract or otherwise, all of which shall be cumulative.

*[Signature Page Follows]*



IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed as of the Effective Date.

**LICENSOR:**

**ENTREX CAPITAL MARKET, LLC.**

By: \_\_\_\_\_

Name: Stephen H. Watkins

Title: Chairman and Chief Executive Officer

Date: \_\_\_\_\_

**LICENSEE:**

By: \_\_\_\_\_





Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**

**THE LICENSED MARKS**

 The logo features the word "ENTREX" in a small, blue, sans-serif font at the top left. Below it, the word "TIGR" is written in a large, bold, blue, sans-serif font. A blue paw print is positioned between "TIGR" and "cubs", which is written in a smaller, blue, sans-serif font.	<p>TIGRcubs®</p>
 The logo consists of the word "ENTREX" in a large, bold, blue, sans-serif font. Below it, the words "CAPITAL MARKET" are written in a smaller, blue, sans-serif font.	<p>ENTREX®</p>
 The logo features a large, white, stylized "PC" on the left. To its right, the word "ENTREX" is written in a blue, sans-serif font. Below these elements, the words "Private Company Index" are written in a smaller, blue, sans-serif font.	 The logo features the words "MARKET INDEX" in a blue, sans-serif font at the top. Below this, the letters "FMI" are written in a large, bold, white, sans-serif font. To the right of "FMI", the word "ENTREX" is written in a blue, sans-serif font.





**EXHIBIT 2**

**TRADEMARK USAGE GUIDELINES**

**Entrex Capital Market, LLC. Trademark Usage Guidelines  
Last Updated: December 2019**

**Document Purpose and Contact Information**

These Trademark Usage Guidelines outline the general requirements related to your use of Licensed Marks, which are depicted below:

	TIGRcubs®
	ENTREX®
	

Entrex reserves the right to modify or update the artwork for the Licensed Marks from time to time. You are required to begin using the new artwork in any new Materials as soon as it is made available to you.

Entrex reserves the right to monitor the compliance of all advertising, marketing, promotional and other materials (collectively, the “Materials”) bearing the Licensed Marks, even those Materials that have been approved in accordance with the quality control provisions of the Agreement.

Should you have any questions concerning this document or your use of the Licensed Marks, please contact the following person:

Stephen H. Watkins  
Chief Executive Officer  
Entrex Capital Market, LLC.  
150 East Palmetto Park Rd

Suite 800  
Boca Raton, FL 33432  
SWatkins@EntrexCapitalMarket.com  
(954) 856-6659 (Direct)  
(561) 465-7580 (Office)

### **Your Responsibilities**

Improper use of a Trademark may lead to the loss of value and proprietary rights in the Trademark. As a licensee of the Licensed Marks, it is your responsibility to help protect the value and proprietary nature of the Licensed Marks by adhering to the usage standards set forth in these Trademark Usage Guidelines and in the Agreement. You must obtain written consent from Entrex prior to utilizing any Licensed Mark in any way that is inconsistent with these Trademark Usage Guidelines.

### **Trademark Grammar**

All Materials must correctly use the Licensed Marks in sentences. Follow these rules whenever using a Licensed Mark in a sentence:

- The Licensed Marks should always be used as adjectives and never as nouns or verbs;
- The Licensed Marks should never be used in the passive voice;
- The Licensed Marks should never be used in the plural or possessive forms;
- The Licensed Marks should always be presented in a distinctive fashion, such as by using all capital letters, quotation marks, italics, boldface type or underlining; and
- The appropriate notice symbol (“TM”, “SM” or “®”), as directed by Entrex, should be used with all uses of a Licensed Mark. If a Licensed Mark appears repeatedly in any Materials, the notice symbol does not need to appear throughout the Material so long as the notice symbol is included prominently in the first use.

### **Alteration of the Licensed Marks**

The Licensed Marks may never be altered without first obtaining written approval from Entrex. This includes, but is not limited, to the following alterations:

- Adding other design elements, such as text or images, to the Licensed Marks;
- Translating or otherwise adapting the Licensed Marks into any other language;
- Changing the color of the Licensed Marks;
- Scaling the Licensed Marks horizontally, vertically or otherwise;

- Rotating the Licensed Marks;
- Repositioning design elements within the Licensed Marks; and
- Applying distortion effects to the Licensed Marks, such as gradations, 3D effects, drop shadows, sparkles or other graphic effects.

Always reproduce the Licensed Marks (other than word marks) from the digital file supplied by Entrex.

### **Attribution of Ownership**

When a Licensed Mark is used, the following “credit” should appear in close proximity to the Licensed Marks:

“[MARK] is a trademark of Entrex Capital Market, LLC.”

### **Co-Branding**

Except as may be otherwise provided for in the Agreement, the Licensed Marks may not be used in any Materials with any other Trademarks without the prior, express, written consent of Entrex.

### **Color of Trademarks**

The Licensed Marks should always appear in the color(s) specified by Entrex. When it is not possible to display a Licensed Mark in the appropriate color(s), it should generally be displayed in black.

### **Reversed-Out Trademarks**

A “reversed-out” trademark is a trademark displayed on a darker background using a lighter typeface or image for the trademark’s design elements. If a Licensed Mark is displayed in reversed-out form, use it in color whenever possible. If color reproduction is not feasible or desirable, display the Licensed Mark in white.

### **Clearspace Surrounding Trademarks**

In order to protect the integrity and impact of the Licensed Marks, an area of “clearspace” should be maintained around the Licensed Marks. This area of clearspace should contain no images, text or other design elements. Generally, the minimum distance between a Licensed Mark and any other design elements should be the lesser of the height or length of the Licensed Mark being used.

### **EXHIBIT 3**

#### **SCHEDULE OF LICENSE FEE, TERM SHEET EVENT FEE, AND SERVICE FEES**

License Fee:	\$25,000 <sup>1</sup>
Services Fees:	\$15,000 / per year. <sup>2</sup>
Collapse Fee:	\$25,000 <sup>3</sup>
Break Up Fee:	3% of the Transaction <sup>4</sup>
Due Diligence/ Quality of Earnings Deposit:	As agreed between between Entrex, Investor & Issuer <sup>5</sup>
Structure, Listing and Placement:	7-10% <sup>6</sup>

1. License Fee; shall be considered due and payable upon execution of this agreement. Preparation of the Circular and DealBox based on the WorkBox and Illustration Provided shall commence immediately.
2. Service Fees are due in arrears, payable for the first year upon the first anniversary date of the Closing Date of a Financing Transaction (as defined herein and each year thereafter upon each anniversary date of a Financing Transaction until the term of such Financing Transaction expires.)
3. Collapse Fee: shall be paid upon the understanding that a transaction will not consummate for reasons outside of the Licensor's or TIGRcub Buyer/s control. These fees, and all reasonable cost and expenses, shall be deducted from any remaining Due Diligence Deposit, if any, and if not adequate will be due and payable immediately from the Licensee
4. Break Up Fee: You understand and agree that Licensor and its affiliates will be devoting substantial time and resources to its credit and due diligence review of the potential Transaction. In consideration of this, you agree that in the event you or any of your affiliates consummate a Transaction with financing sources that do not include Licensor or one of its affiliates, you shall pay to Licensor, upon consummation of the Transaction, in cash a nonrefundable Breakup Fee equal to 3.0% of the amount of the proposed TIGRcub Offering. Should Licensee cease pursuit of this Transaction, you agree to reimburse Entrex Capital Market, Inc the indicated fee within 30 days plus any and all reasonable cost and expenses incurred including reasonable audit, account, environmental, business and legal due diligence, and attorneys' fees, incurred by Licensor and/or its affiliates in connection with the preparation, review, negotiation, execution and delivery of this Letter of Interest, the Credit Facility documentation and all related matters directly related to this transaction.
5. Due Diligence and Quality of Earnings Fee; This fee will be distributed pursuant to the costs associated with an agreed Quality of Earnings Analysis Statement of Work between Company Issuer and Buyer. No markup shall be made or added by the Licensor associated with these costs. Any out of pocket costs by either the Licensor or external Accounting firm the shall be charged against this deposit.
6. Structuring, Listing and Placement Fee: Due and Payable per Exhibit 5

**EXHIBIT 4**

**SEC – FORM D**  
(Current 11-2015)

<p><b>FORM D</b> <b>Notice of Exempt Offering of Securities</b></p>	<p><b>U.S. Securities and Exchange Commission</b> Washington, DC 20549</p> <p><b>(See instructions beginning on page 5)</b></p> <p>Intentional misstatements or omissions of fact constitute federal criminal violations. See 18 U.S.C. 1001.</p>	<p style="text-align: center;"><b>OMB APPROVAL</b></p> <p>OMB Number: 3235-0076 Expires: September 30, 2016 Estimated average burden hours per response: 4.00</p>
<p><b>Item 1. Issuer's Identity</b></p>		
<p>Name of Issuer <input style="width: 100%;" type="text"/></p> <p>Jurisdiction of Incorporation/Organization <input style="width: 100%;" type="text"/></p> <p>Year of Incorporation/Organization (Select one) <input type="radio"/> Over Five Years Ago    <input type="radio"/> Within Last Five Years (specify year) <input style="width: 50px;" type="text"/>    <input type="radio"/> Yet to Be Formed</p>	<p>Previous Name(s)    <input type="checkbox"/> None <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/></p>	<p>Entity Type (Select one)</p> <p><input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> General Partnership <input type="checkbox"/> Business Trust <input type="checkbox"/> Other (Specify) <input style="width: 100%;" type="text"/></p>
<p><i>(If more than one issuer is filing this notice, check this box <input type="checkbox"/> and identify additional issuer(s) by attaching Items 1 and 2 Continuation Page(s).)</i></p>		
<p><b>Item 2. Principal Place of Business and Contact Information</b></p>		
<p>Street Address 1 <input style="width: 100%;" type="text"/></p> <p>City <input style="width: 100%;" type="text"/></p>	<p>Street Address 2 <input style="width: 100%;" type="text"/></p> <p>State/Province/Country <input style="width: 100%;" type="text"/></p>	<p>ZIP/Postal Code <input style="width: 100%;" type="text"/></p> <p>Phone No. <input style="width: 100%;" type="text"/></p>
<p><b>Item 3. Related Persons</b></p>		
<p>Last Name <input style="width: 100%;" type="text"/></p> <p>Street Address 1 <input style="width: 100%;" type="text"/></p> <p>City <input style="width: 100%;" type="text"/></p>	<p>First Name <input style="width: 100%;" type="text"/></p> <p>Street Address 2 <input style="width: 100%;" type="text"/></p> <p>State/Province/Country <input style="width: 100%;" type="text"/></p>	<p>Middle Name <input style="width: 100%;" type="text"/></p> <p>ZIP/Postal Code <input style="width: 100%;" type="text"/></p>
<p>Relationship(s):    <input type="checkbox"/> Executive Officer    <input type="checkbox"/> Director    <input type="checkbox"/> Promoter</p> <p>Clarification of Response (if necessary) <input style="width: 100%;" type="text"/></p> <p><i>(Identify additional related persons by checking this box <input type="checkbox"/> and attaching Item 3 Continuation Page(s).)</i></p>		
<p><b>Item 4. Industry Group (Select one)</b></p>		
<p><input type="radio"/> <b>Agriculture</b></p> <p><input type="radio"/> <b>Banking and Financial Services</b></p> <p><input type="radio"/> Commercial Banking</p> <p><input type="radio"/> Insurance</p> <p><input type="radio"/> Investing</p> <p><input type="radio"/> Investment Banking</p> <p><input type="radio"/> Pooled Investment Fund</p> <p>If selecting this industry group, also select one fund type below and answer the question below:</p> <p><input type="radio"/> Hedge Fund</p> <p><input type="radio"/> Private Equity Fund</p> <p><input type="radio"/> Venture Capital Fund</p> <p><input type="radio"/> Other Investment Fund</p> <p>Is the issuer registered as an investment company under the Investment Company Act of 1940?    <input type="radio"/> Yes    <input type="radio"/> No</p> <p><input type="radio"/> Other Banking &amp; Financial Services</p>	<p><input type="radio"/> <b>Business Services</b></p> <p><input type="radio"/> <b>Energy</b></p> <p><input type="radio"/> Electric Utilities</p> <p><input type="radio"/> Energy Conservation</p> <p><input type="radio"/> Coal Mining</p> <p><input type="radio"/> Environmental Services</p> <p><input type="radio"/> Oil &amp; Gas</p> <p><input type="radio"/> Other Energy</p> <p><input type="radio"/> <b>Health Care</b></p> <p><input type="radio"/> Biotechnology</p> <p><input type="radio"/> Health Insurance</p> <p><input type="radio"/> Hospitals &amp; Physicians</p> <p><input type="radio"/> Pharmaceuticals</p> <p><input type="radio"/> Other Health Care</p> <p><input type="radio"/> <b>Manufacturing</b></p> <p><input type="radio"/> <b>Real Estate</b></p> <p><input type="radio"/> Commercial</p>	<p><input type="radio"/> Construction</p> <p><input type="radio"/> REITS &amp; Finance</p> <p><input type="radio"/> Residential</p> <p><input type="radio"/> Other Real Estate</p> <p><input type="radio"/> <b>Retailing</b></p> <p><input type="radio"/> <b>Restaurants</b></p> <p><input type="radio"/> <b>Technology</b></p> <p><input type="radio"/> Computers</p> <p><input type="radio"/> Telecommunications</p> <p><input type="radio"/> Other Technology</p> <p><input type="radio"/> <b>Travel</b></p> <p><input type="radio"/> Airlines &amp; Airports</p> <p><input type="radio"/> Lodging &amp; Conventions</p> <p><input type="radio"/> Tourism &amp; Travel Services</p> <p><input type="radio"/> Other Travel</p> <p><input type="radio"/> <b>Other</b></p>
SEC1972 (9/13)		Form D 1

FORM D

U.S. Securities and Exchange Commission

Washington, DC 20549

Item 5. Issuer Size (Select one)

Revenue Range (for issuer not specifying "hedge" or "other investment" fund in Item 4 above)

- No Revenues
\$1 - \$1,000,000
\$1,000,001 - \$5,000,000
\$5,000,001 - \$25,000,000
\$25,000,001 - \$100,000,000
Over \$100,000,000
Decline to Disclose
Not Applicable

OR

Aggregate Net Asset Value Range (for issuer specifying "hedge" or "other investment" fund in Item 4 above)

- No Aggregate Net Asset Value
\$1 - \$5,000,000
\$5,000,001 - \$25,000,000
\$25,000,001 - \$50,000,000
\$50,000,001 - \$100,000,000
Over \$100,000,000
Decline to Disclose
Not Applicable

Item 6. Federal Exemptions and Exclusions Claimed (Select all that apply)

- Rule 504(b)(1) (not (i), (ii) or (iii))
Rule 504(b)(1)(i)
Rule 504(b)(1)(ii)
Rule 504(b)(1)(iii)
Rule 505
Rule 506(b)
Rule 506(c)
Securities Act Section 4(a)(5)
Investment Company Act Section 3(c)
Section 3(c)(1)
Section 3(c)(2)
Section 3(c)(3)
Section 3(c)(4)
Section 3(c)(5)
Section 3(c)(6)
Section 3(c)(7)
Section 3(c)(9)
Section 3(c)(10)
Section 3(c)(11)
Section 3(c)(12)
Section 3(c)(13)
Section 3(c)(14)

Item 7. Type of Filing

- New Notice OR Amendment

Date of First Sale in this Offering: [ ] OR [ ] First Sale Yet to Occur

Item 8. Duration of Offering

Does the issuer intend this offering to last more than one year? [ ] Yes [ ] No

Item 9. Type(s) of Securities Offered (Select all that apply)

- Equity
Debt
Option, Warrant or Other Right to Acquire Another Security
Security to be Acquired Upon Exercise of Option, Warrant or Other Right to Acquire Security
Pooled Investment Fund Interests
Tenant-in-Common Securities
Mineral Property Securities
Other (describe)

Item 10. Business Combination Transaction

Is this offering being made in connection with a business combination transaction, such as a merger, acquisition or exchange offer? [ ] Yes [ ] No

Clarification of Response (if necessary)

[ ]

Form D 2



**FORM D**

U.S. Securities and Exchange Commission  
Washington, DC 20549

**Item 11. Minimum Investment**

Minimum investment accepted from any outside investor \$

**Item 12. Sales Compensation**

Recipient  Recipient CRD Number   No CRD Number

(Associated) Broker or Dealer  None (Associated) Broker or Dealer CRD Number   No CRD Number

Street Address 1  Street Address 2

City  State/Province/Country  ZIP/Postal Code

States of Solicitation  All States  
 AL  AK  AZ  AR  CA  CO  CT  DE  DC  FL  GA  HI  ID  
 IL  IN  IA  KS  KY  LA  ME  MD  MA  MI  MN  MS  MO  
 MT  NE  NV  NH  NJ  NM  NY  NC  ND  OH  OK  OR  PA  
 RI  SC  SD  TN  TX  UT  VT  VA  WA  WV  WI  WY  PR

(Identify additional person(s) being paid compensation by checking this box  and attaching Item 12 Continuation Page(s).)

**Item 13. Offering and Sales Amounts**

(a) Total Offering Amount \$  OR  Indefinite

(b) Total Amount Sold \$

(c) Total Remaining to be Sold \$  OR  Indefinite  
(Subtract (a) from (b))

Clarification of Response (if necessary)

**Item 14. Investors**

Check this box  if securities in the offering have been or may be sold to persons who do not qualify as accredited investors, and enter the number of such non-accredited investors who already have invested in the offering:

Enter the total number of investors who already have invested in the offering:

**Item 15. Sales Commissions and Finders' Fees Expenses**

Provide separately the amounts of sales commissions and finders' fees expenses, if any. If an amount is not known, provide an estimate and check the box next to the amount.

Sales Commissions \$   Estimate

Clarification of Response (if necessary)

Finders' Fees \$   Estimate

Form D 3

**Item 16. Use of Proceeds**

Provide the amount of the gross proceeds of the offering that has been or is proposed to be used for payments to any of the persons required to be named as executive officers, directors or promoters in response to Item 3 above. If the amount is unknown, provide an estimate and check the box next to the amount. \$   Estimate

Clarification of Response (if necessary)

**Signature and Submission**

Please verify the information you have entered and review the Terms of Submission below before signing and submitting this notice.

**Terms of Submission.** In Submitting this notice, each identified issuer is:

Notifying the SEC and/or each State in which this notice is filed of the offering of securities described and undertaking to furnish them, upon written request, in accordance with applicable law, the information furnished to offerees.\*

Irrevocably appointing each of the Secretary of the SEC and the Securities Administrator or other legally designated officer of the State in which the issuer maintains its principal place of business and any State in which this notice is filed, as its agents for service of process, and agreeing that these persons may accept service on its behalf, of any notice, process or pleading, and further agreeing that such service may be made by registered or certified mail, in any Federal or state action, administrative proceeding, or arbitration brought against the issuer in any place subject to the jurisdiction of the United States, if the action, proceeding or arbitration (a) arises out of any activity in connection with the offering of securities that is the subject of this notice, and (b) is founded, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these statutes; or (ii) the laws of the State in which the issuer maintains its principal place of business or any State in which this notice is filed.

Certifying that, if the issuer is claiming a Regulation D exemption for the offering, the issuer is not disqualified from relying on Regulation D for one of the reasons stated in Rule 505(b)(2)(iii) or Rule 506(d).

\* This undertaking does not affect any limits Section 102(a) of the National Securities Markets Improvement Act of 1996 ("NSMIA") [Pub. L. No. 104-290, 110 Stat. 3416 (Oct. 11, 1996)] imposes on the ability of States to require information. As a result, if the securities that are the subject of this Form D are "covered securities" for purposes of NSMIA, whether in all instances or due to the nature of the offering that is the subject of this Form D, States cannot routinely require offering materials under this undertaking or otherwise and can require offering materials only to the extent NSMIA permits them to do so under NSMIA's preservation of their anti-fraud authority.

Each identified issuer has read this notice, knows the contents to be true, and has duly caused this notice to be signed on its behalf by the undersigned duly authorized person. (Check this box  and attach Signature Continuation Pages for signatures of issuers identified in Item 1 above but not represented by signer below.)

Issuer(s) <input type="text"/>  Signature <input type="text"/>	Name of Signer <input type="text"/>  Title <input type="text"/>  Date <input type="text"/>
Number of continuation pages attached: <input type="text"/>	

*Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number.*

## EXHIBIT 5

### ASSIGNABLE PLACEMENT AGENT ENGAGEMENT AGREEMENT

This engagement agreement (the “Agreement”) confirms the engagement of Entrex Capital Market, (the “Placement Agent” and/or its designee), by Licensee including any subsidiaries and/or affiliates (the “Licensee” and/or “Company”), as the exclusive/sole placement agent of securities (discussed herein) issued by or on the Company’s behalf. The Placement Agent, shall perform certain services as provided for herein.

#### **1. Engagement.**

The Placement Agent is hereby engaged on a best efforts basis, as the Company’s exclusive placement agent during the Term (defined hereinafter) of this Agreement for the purpose of finding “Investors” (defined hereinafter) for one (or more) potential “Transaction(s)” (defined hereinafter) involving the Company. The Company understands any Transaction being made is when (to be Dated as/of an accepted Offering Document provided by and from the Entrex Licensee), as and if issued, without guaranty or assurance that such Transaction will take place and furthermore (except as specifically provided herein) the Placement Agent makes no representation or warranties regarding the terms, conditions or outcome of any offering. **It is agreed and understood that the Company shall at all times be solely responsible for ensuring that the structure, terms and conditions of any Transaction are suitable and appropriate for the Company.** The term “Transaction(s)” is defined as the issuance, by the Company, of a Revenue Enhanced Debt Security called a TIGRcub or otherwise and may, at the discretion of the Company, include debt, equity or other type of capital associated with the Transaction, the aggregate amount and terms of which are subject to final determination by the Company. The Transaction is a private placement conducted pursuant to an available exemption from the registration requirements of the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the “Securities Act”), or other applicable U.S. or foreign securities laws. While the Transaction is a private placement exempt from the registration requirements, it is not exempt from the antifraud provisions of the federal securities laws; and, as broker-dealer, the Placement Agent has a duty—enforceable under federal securities laws and FINRA rules—to conduct a reasonable investigation of securities that it recommends, including those sold under an exemption. The Placement Agent has two basic obligations: (1) “reasonable-basis suitability” requires a broker to have a reasonable basis to believe, based on reasonable diligence, that the recommendation is suitable for at least some investors; and (2) “customer-specific suitability” requires that a broker, based on a particular customer’s investment profile, has a reasonable basis to believe that the recommendation is suitable for that customer. Each of these obligations requires the Placement Agent to obtain and analyze a broad array of information. The minimum requirements for “reasonable-basis” diligence is presented in Exhibit 11; and related sample requests in Exhibits 9 and 10. “Customer-specific suitability” is described in Exhibit 12. During the term of this engagement (defined herein below and referred hereafter as the “Term”) in providing services to the Company (or thereafter as set forth herein) the Placement Agent may at its sole discretion and expense, elect to engage registered sub-agents, under separate agreement (see Exhibit 5, Schedule II: “Fee Sharing Agreement”), to identify suitable Investors for the Transaction and/or to assist in fulfilling its aforementioned regulatory obligations. Further, to the extent the Company or its designee(s) assists the Placement Agent to fulfill its duties, the Placement Agent may elect to reduce its fees.

Any transaction fees payable pursuant to Section 2 of this Agreement shall be in addition to or subtracted from the principal amount of the securities issued in the Transaction. The term “Investor,” or “Investors,” is defined as any accredited investor (as defined in Rule 501(a)

promulgated under the Securities Act), institutional investor, corporation, group, organization or other permitted entities qualified to purchase securities in a Transaction without adversely affecting the status of the Transaction as exempt from registration under the Securities Act, or other applicable U.S. or foreign securities laws.

The Company agrees that no other placement agent is or will be authorized or utilized by it during the Term of this Agreement, to perform services of the type contemplated in this Agreement. During the Term of the Agreement, as long as the Placement Agent is proceeding in good faith, the Company agrees not to solicit, negotiate with or enter into any agreement with any other entity to provide Transaction financing of the nature contemplated by this Agreement, without the Placement Agent's written consent. No fee payable to any other financial, legal, or other advisor either by the Company or any other person or entity shall reduce or otherwise affect the fees or expenses payable hereunder to the Placement Agent. In order to coordinate efforts, neither the Company nor any of its representatives (other than the Placement Agent) will engage in material discussions with any prospective financing source regarding the Transaction without the Placement Agent's involvement. If the Company or any of its representatives receives an inquiry regarding the Transaction, the Company will promptly inform the Placement Agent in writing and provide any correspondence or proposal received. Whether or not so referred by the Company, the prospective financing source shall be deemed covered by this Agreement.

## **2. Compensation and Expenses**

- a. As compensation for the services provided by the Placement Agent hereunder, the Company shall pay to the Placement Agent:
  - i. **Transaction Fee:** At each closing of any debt, equity or other Transaction taking place as contemplated by this Agreement, the Company shall pay a fee equal to 10% of the "Aggregate Value" (as defined below) of such Transaction. In any case, the Company agrees that the payment of said fee shall be made a condition to the closing of the Transaction, which condition shall be for the benefit of the Placement Agent and shall not be waived by the Company. The Placement Agent agrees that the closing of the Transaction shall be a condition to the payment of said fee, which condition shall be for the benefit of the Company and shall not be waived by the Placement Agent. Each transaction and associated fees shall be memorialized by a "Funds Distribution Agreement" executed by the Licensee. The executed "Funds Distribution Agreement" shall be the designated authority on which all fees shall be disbursed between regulated and authorized parties.
  - ii. **Expenses:** Regardless of whether any Transaction is consummated, the Placement Agent shall be entitled to reimbursement of its reasonable out-of-pocket expenses, including, but not limited to, legal, consulting, travel, lodging and due diligence expenses, incurred from time to time during the term hereof provided that said expenses have been approved in advance by the Company. In the event that travel is required, the Company agrees to advance to the Placement Agent upon request a reasonable amount of funds as needed to provide for the expenses of said travel.
- b. **Aggregate Value:** As used herein, the term "Aggregate Value" shall mean the value, at the date of closing or completion of a Transaction, of all cash, securities and other property actually received by the Company or its affiliates from the Investors in connection with the Transaction. The amounts due the Placement Agent hereunder shall not be reduced as a result of any obligation the Company may now or hereafter incur to any other financial advisor, broker or finder.

- c. Payment: All cash amounts due to the Placement Agent shall be payable to the Placement Agent pursuant to this Agreement (from escrow, if created to receive funds or from gross proceeds prior to transfer of funds to the Company) from proceeds of the Transaction or Company funds by wire transfer to the Placement Agent at closing. Funds allocated shall have a “Funds Distribution Agreement” which shall designate gross funds received less and all payments to regulated entities and the License.
- d. Indemnification by the Company: As the Placement Agent will be acting on the Company’s behalf, the Company agrees to the indemnification and other obligations set forth in Schedule I attached hereto, which is an integral part hereof and incorporated by reference herein.

### **3. Term of Engagement.**

The term (“Term”) of this Agreement shall commence on the date hereof and continue for a period ending 12 months after the date on which the Company delivers to the Placement Agent the final version of the “Offering Materials” (as defined below) for distribution to the Investors (the “Initial Term”). Thereafter, the Term shall automatically renew for successive 4 periods, until canceled in writing. This Agreement may be terminated by either party by written notice to the other at least fifteen (15) days prior to the beginning of any thirty (30) day renewal period, except that no termination by the Company will be permitted if the Company is in the process of closing one or more Transactions. Notwithstanding the foregoing, the Company shall have the right to terminate this Agreement immediately upon any material breach of this Agreement by the Placement Agent. In addition to its right to terminate this Agreement upon a material breach by the Placement Agent, the Company shall have the right to terminate this Agreement in its discretion at any time, including during the Initial Term, except that no termination by the Company will be permitted if the Company is in the process of closing one or more Transactions; if the Company terminates this Agreement during the Initial Term, the Company shall pay the Placement Agent a termination fee of 3% of the Transaction offering; provided, further, that no such termination fee shall be payable by the Company if the Company terminates this Agreement upon a material breach of this Agreement by the Placement Agent.

Upon any termination or expiration of this Agreement, the Placement Agent shall be entitled to payment of all fees theretofore earned and payment of all out-of-pocket expenses theretofore incurred and not previously paid as described above. Sections 2 through 11 of this Agreement and the provisions contained in Schedule I and Schedule II shall remain operative and in full force and effect regardless of any termination or expiration of this Agreement.

If at any time during the twelve (12) month period commencing immediately after the termination or expiration of this Agreement, the Company or any of its affiliates consummates any Transaction or Transactions with Investors identified by the Placement Agent and recommended in writing to the Company during the Initial Term and any renewal of Term, or with Investors whom the Company had contact with during the Term, then the Placement Agent shall be entitled to payment in full of the compensation described in Section 2 of this Agreement with respect to each such Transaction, in addition to any expense reimbursement due.

Throughout the term of this agreement this Placement Agent Engagement Agreement may be assigned exclusively by the Licensor and assignment may shall not be unreasonably withheld. Assignment for jurisdictional consideration, efficient syndication, regulatory compliance or other

needs deemed appropriate by the Licensor and for the benefit of the Licensee can be made without notification to the Licensee.

#### **4. Cooperation.**

To the extent possible, the Company shall furnish the Placement Agent with all financial and other information and data, as the Placement Agent reasonably believes appropriate in connection with its activities on the Company's behalf and shall provide the Placement Agent access to the Company's officers, directors, employees and professional advisors. Exhibit 11 outlines the minimum required information, while Exhibits 9 and 10 provide an example of information and documentation the Placement Agent may request. The Placement Agent may elect to reduce its fees for cooperation in gathering this information and documentation. The Company shall use its best efforts to cooperate in the Placement Agent's marketing efforts, including participation of senior officers in road-shows, investor presentations and similar activity; provided, however, that any such road-shows, investor presentations or similar activity shall be subject to the Company's prior consent. In addition, the Company shall be solely responsible for preparing, providing or approving (or causing to be prepared or provided) any and all term sheets and materials for a Transaction, including but not limited to: materials describing the Company, its operations, historical performance and future prospects; financial models; any other materials to be used in selling any securities of the Company; and one or more auditor comfort letters (pursuant to Statement on Auditing Standards No. 72 or otherwise) as may be requested by the Placement Agent (collectively, the "Offering Materials"). Upon the delivery of the Offering Materials to the Placement Agent, the Company authorizes the Placement Agent to transmit the Offering Materials to prospective Investors. The Company acknowledges that the Placement Agent is not being retained hereunder to advise the Company on any matter whatsoever, including, but not limited to, the underlying decision to solicit or consummate any Transaction, or any of the terms and conditions thereof. The Company agrees that the Company and its counsel will be solely responsible for ensuring that a Transaction and the Offering Materials are complete and comply in all respects with the applicable law and that the terms and conditions of a Transaction are suitable and appropriate for the Company. The Company represents and warrants that any written communication with the Placement Agent at all times through closing will not contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary to make the statements contained therein not misleading. The Company will promptly notify the Placement Agent if it learns of any material inaccuracy or misstatement in, or material omission from, any information theretofore delivered to the Placement Agent. Upon the closing of a Transaction, the Company will also cause to be furnished and addressed to the Placement Agent copies of such agreements, opinions, customary closing certificates and other documents as the Placement Agent may reasonably request.

The Placement Agent will not participate in the underwriting of any securities issued by the Company. In assisting with the preparation of the Offering Documents, the Placement Agent will have relied upon the Company and other sources having access to relevant data to provide accurate information for the Offering Documents. Such information that the Placement Agent participates in preparing is not intended to represent a review, audit or certified forecast of future events, and any financial statements provided with such information may not have been prepared in accordance with accounting principles generally accepted in the United States. To the best of the Placement Agent's knowledge, the information contained in the Offering Documents will be true and accurate. However, the Placement Agent is not obligated to undertake any independent verification of or to assume any responsibility for the accuracy, completeness or fairness of the information contained in the Offering Documents, nor is the Placement Agent obligated to do so by the Company's continuing disclosure obligations, if any.

The Company acknowledges that the Placement Agent (and its employees, consultants, and agents) in connection with performing its services with respect to a Transaction: (i) will not be rendering any advice, including but not limited to, structuring, legal, financial or tax advice, to the Company or any other person regarding any aspect of a Transaction, and that the Company is not requiring any such advice to be rendered, (ii) will not be responsible for the actions of an Investor or its agents, (iii) will rely upon information that is publicly available or other information supplied to it by, or on behalf of, the Company, or its advisors, (iv) will not in any respect be responsible for the accuracy or completeness of, or have any obligation to verify, such information or to perform any due diligence or financial analysis in connection with a Transaction, (v) will not conduct any appraisal or valuation of any assets of the Company, and (vi) may require that the Offering Materials contain appropriate disclaimers consistent with the foregoing. The Company further confirms and acknowledges that neither the Placement Agent nor any of its employees, consultants and agents are acting as an attorney, accountant or financial advisor to the Company, its officers, directors or shareholders, and that the Company, including all affiliated persons, will seek its own professional advice with respect to a Transaction.

#### **5. Conduct of the Placement Agent.**

The Placement Agent shall act in a manner consistent with the instructions of the Company and comply with all applicable laws, including, without limitation, the securities laws, of each jurisdiction in which the Placement Agent proposes to effect the transactions contemplated by this Agreement. Without limitation on the foregoing, the Placement Agent shall not knowingly take any action or omit to take any action that would cause the Placement Agent or the Company to be in violation of, or to lose any applicable exemption from registration under, the Securities Act, the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the “Exchange Act”), the U.S. Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder (the “Investment Company Act”), or the U.S. Trust Indenture Act of 1939, as amended, and the rules and regulations promulgated thereunder (the “Trust Indenture Act”). The Placement Agent covenants represents and warrants that it has sufficient familiarity with the Securities Act, the Exchange Act, the Investment Company Act and the Trust Indenture Act to carry out its duties under this Agreement in compliance with the preceding sentence.

The Placement Agent shall not engage in any form of “general solicitation or general advertising,” within the meaning of Rule 502(c) of Regulation D promulgated by the Securities and Exchange Commission (“SEC”) under the Securities Act, nor shall the Placement Agent undertake any “directed selling efforts” within the meaning of Rule 902(c) of Regulation S promulgated by the SEC under the Securities Act, in each case including, without limitation, placing any advertisement in a publication with a general circulation in the United States, in performing its duties under this Agreement. This prohibition includes, but is not limited to, any mass mailing, advertisement, press release, article or notice published in any magazine, newspaper or newsletter, and any seminar or meeting where the attendees are invited by any such mass mailing, general solicitation or advertising. The Placement Agent shall not mention or cause to be mentioned the Company, any Transactions, or any information about the Placement Agent’s duties under this Agreement in any public medium, including any newspaper, on radio or television, or otherwise without the written permission of the Company.

Before mentioning or sending any material related to the Company or any Transaction to any potential offeree, the Placement Agent shall, on the basis of the Placement Agent’s prior relationship with the potential offeree, reasonably believe that the potential offeree is (x) an “accredited investor”

and (y) so sophisticated and knowledgeable in business and financial matters that the potential offeree is capable of evaluating the merits and risks of an investment in the Company.

The Placement Agent has all United States federal and state licenses, registrations, permits and other authorizations required for the Placement Agent to perform the activities and receive the compensation contemplated by this Agreement. Without limitation on the foregoing, the Placement Agent is and shall be duly licensed or registered as a broker-dealer under the Exchange Act and under the laws of each United States jurisdiction requiring such licensing or registration.

## **6. Confidentiality.**

The Company agrees that any written communication provided by the Placement Agent pursuant to this Agreement will be treated by the Company as confidential, will be used solely for the information of the Company in connection with its consideration of a Transaction of the type referred to in this Agreement and will not be used, circulated, quoted or otherwise referred to for any other purpose, nor will it be filed with, included in or referred to, in whole or in part, in any registration statement, proxy statement or any other communication, whether written (including, without limitation, the Offering Materials) or oral, prepared, issued or transmitted by the Company or any affiliate, director, officer, employee, agent or representative of any thereof, without, in each instance, the Placement Agent's prior written consent. Notwithstanding the foregoing, nothing in this Agreement shall prohibit the Company from publicly disclosing such information (which may include a copy of this Agreement) as required by law, regulation or the rules of the Securities Exchange Commission, Financial Regulatory Authority, The New York Stock Exchange or such other National Securities Exchange (as defined in the Exchange Act) on which the Company's securities may be listed.

The Placement Agent agrees that any written communication provided by the Company pursuant to this Agreement, and non-public information regarding the Company or the trading platform on which the securities issued in the Transaction are intended to be traded that is made available to the Placement Agent during the Term of this Agreement, will be treated by the Placement Agent as confidential, will be used solely for the information of the Placement Agent in connection with its obligations under this Agreement and will not be used, circulated, quoted or otherwise referred to for any other purpose without the Company's prior written consent and, as applicable, a signed confidentiality agreement by the recipient of such information.

## **7. Conflicts.**

The Company acknowledges: (i) a potential conflict of interest exists between the Placement Agent's registered member, Stephen Watkins, who also serves as Entrex, Inc. (the "Licensor") managing member; and (ii) the Placement Agent and its affiliates may have, and may continue to have, engagements and other relationships with parties other than the Company pursuant to which the Placement Agent may acquire information of interest to the Company. The Placement Agent shall have no obligation to disclose such information to the Company, or to use such information in connection with any contemplated financing. Upon termination of this Agreement, the Company agrees, without restriction of any kind, to permit the Placement Agent to undertake and perform future corporate finance services to any shareholder or affiliate of the Company or any other person. Such services may include, but may not be limited to, those described in this Agreement.

## **8. Relationship Created.**

The Company acknowledges that a conflict of interest may exist due to the Licensor's managing member also being a registered representative and member of the Placement Agent, however, the



Placement Agent is not affiliated with the Company in any other way and is acting solely as an independent contractor and nothing in this Agreement, or the nature of the Placement Agent's services, shall be deemed to create a fiduciary or agency relationship between the Placement Agent and the Company, or any of its stockholders, employees or creditors, in connection with the Transaction or otherwise. In addition, the Placement Agent shall have no duties or liability to any other persons (including stockholders, employees or creditors of the Company) in connection with its engagement hereunder, all of which are hereby expressly waived, and nothing in this Agreement is intended to confer upon any other person any rights or remedies hereunder (except to the extent that any liability is found in a final judicial determination by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily from the bad faith, negligence or willful misconduct of the Placement Agent). The Placement Agent, as an independent contractor, shall have control over the manner and means of performing the services under this Agreement. During the term of the Agreement, the Company agrees that the Placement Agent may, in its sole discretion, appoint and compensate suitable employees, agents, or representatives to assist the Placement Agent with performing services hereunder.

### **9. Scope of Responsibility.**

The Placement Agent agrees that the Company shall have any liability (including without limitation, liability for any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements) in contract, tort or otherwise to the Placement Agent, or to any person claiming through the Placement Agent, in connection with the matters contemplated herein, except solely in the instance where such liability is found in a final determination by mediation and/or arbitration (not subject to appeal) to have resulted primarily from the bad faith, negligence or willful misconduct of the Company. The Placement Agent further agrees that the Company shall have no liability for any act or omission by any of the Placement Agent's representatives or agents. Notwithstanding anything contained in this Agreement to the contrary, and without regard to the legal theory advanced whether in contract, tort or otherwise, the Placement Agent agrees that: (a) the Company shall be liable for any consequential, indirect, incidental, special or exemplary damages of any nature; and (b) in no event shall the Company be liable in the aggregate to the Placement Agent, or any person claiming through the Placement Agent, for any amount which exceeds the aggregate principal of this Agreement.

The Company agrees that neither the Placement Agent nor any "Placement Agent Indemnified Person" (as defined in Schedule I below) shall have any liability (including without limitation, liability for any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements) in contract, tort or otherwise to the Company, or to any person claiming through the Company, in connection with the engagement of the Placement Agent pursuant to this Agreement and the matters contemplated herein, except solely in the instance where such liability is found by mediation and/or arbitration (not subject to appeal) to have resulted primarily from the bad faith, negligence or willful misconduct of the Placement Agent. The Company further agrees that the Placement Agent shall have no liability for any act or omission by any of the Company's representatives or agents. Notwithstanding anything contained in this Agreement to the contrary, and without regard to the legal theory advanced whether in contract, tort or otherwise, the Company agrees that: (a) neither the Placement Agent nor any Placement Agent Indemnified Person shall be liable for any consequential, indirect, incidental, special or exemplary damages of any nature; and (b) in no event shall the Placement Agent and/or any Placement Agent Indemnified Person be liable in the aggregate to the Company, or any person claiming through the Company, for any amount which exceeds the amount of cash fees actually received by the Placement Agent pursuant to this Agreement.

## **10. Public Announcements.**

Neither the Placement Agent nor the Company shall have the right to place announcements and advertisements in financial or other newspapers and journals describing the Transaction or the services of the Placement Agent in the Transaction, unless the party has first obtained the consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, nothing in this Agreement shall prohibit the Company from publicly disclosing such information as required by law, regulation or the rules of the Securities Exchange Commission, Financial Regulatory Authority, The New York Stock Exchange or any other National Securities Exchange on which the Company's securities may be listed.

## **11. Complete Agreement; Severability; Amendments; Assignment; Captions; Counterparts; Independent Counsel; Patriot Act; Placement Agent Due Diligence; US Anti-Money Laundering Laws.**

This Agreement embodies exclusively and completely the entire agreement and understanding between the parties hereto. Any and all prior oral or written understandings, discussions, communications, possible or alleged agreements, covenants, representations or warranties relating to the subject matter hereof including, without limitation, any and all emails, correspondence, financial illustrations or projections, are superseded, waived and merged within. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by both the Placement Agent and the Company. This Agreement may not be assigned by either party without the prior written consent of the other party. The captions in this Agreement are used for convenience only and shall not be considered in interpreting this Agreement. This Agreement and any amendment hereto may be executed in counterparts and delivered by facsimile or electronic transmission, all of which together shall constitute a binding agreement between the Placement Agent and the Company. This Agreement shall be binding upon and inure to the benefit of the Company, the Placement Agent, each Indemnified Person and their respective successors and assigns. Each party confirms and acknowledges that it has had an opportunity to review this Agreement and consult with its independent legal counsel prior to the execution of this Agreement. Under the requirements imposed by the USA PATRIOT Act and other SEC or other regulation governing FINRA-licensed firms, the Placement Agent may ask the Company to provide various identification documents and/or other information during the transaction process.

## **12. Dispute Resolution – Mediation and Arbitration.**

The Placement Agent and the Company agree that no officer, director, employee, agent, or shareholder of either party shall be subjected to any personal liability whatsoever to any person or entity, nor will any claim for personal liability or suit be asserted by, or on behalf of, either the Placement Agent or the Company. The Placement Agent and the Company agree to mediate in Delaware, any controversy, claim, or dispute arising between the parties before resorting to arbitration action as set forth below. Mediation fees, if any, shall be divided equally between the parties. The parties agree that if any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover fees, even if said fees would otherwise be available to that party in any such action. In the event that the parties cannot settle the dispute in mediation, either party may institute arbitration to enforce its rights under the Agreement in Delaware in accordance with the rules and procedures for arbitration of the Financial Industry Regulatory Authority (FINRA). If settlement is not reached within sixty days after service of a written demand for mediation, any

unresolved controversy or claim shall be settled by arbitration administered by a FINRA arbitrator or panel, in accordance with FINRA's rules and procedures, conducted under the provisions of the Code of Arbitration of the FINRA. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, but not before attempting mediation, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. The place of arbitration shall be Delaware. Delaware law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Mediation/arbitration fees, if any, shall be divided equally between the Parties.

Please confirm that the foregoing correctly sets forth our agreement by signing, dating the aforementioned agreement below. By executing and delivering this Agreement, the parties represent that they are authorized to enter into this engagement and to carry out their obligations herein above.

Sincerely,

**ENTREX CAPITAL MARKET, LLC**

Signature: \_\_\_\_\_  
Stephen H. Watkins  
Chief Executive Officer

Date: \_\_\_\_\_

**LICENSEE:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AGREED AND ACCEPTED, INCLUDING SCHEDULE I and SCHEDULE II

## EXHIBIT 5 - SCHEDULE I

This Schedule I is made a part of the attached Agreement between Entrex Capital Market (“the Placement Agent”) and the Company. Capitalized terms used and not defined in this Schedule I shall have the meanings assigned to them in the Agreement.

The Company shall indemnify, defend and hold harmless the Placement Agent and its respective directors, officers, agents, employees, affiliates, subagents and representatives (collectively the “the Placement Agent Indemnified Persons” and individually an “the Placement Agent Indemnified Person”), to the full extent lawful, from and against any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements, including, without limitation, fees and expenses of legal counsel, related to or arising out of the Placement Agent’s engagement hereunder or the Placement Agent’s role in the Transactions contemplated hereby, including, without limitation, any losses, liabilities, claims or damages arising out of any statements or omissions made in connection with the Transactions whether by the Company, its employees, agents, the Placement Agent or otherwise; provided, however, that such indemnity shall not apply to claims which are determined by mediation and/or arbitration to have resulted primarily from (i) negligent failure of any violation by the Placement Agent of the Securities Act, the Exchange Act, the Investment Company Act, the Trust Indenture Act or state securities laws which does not result from a violation thereof by the Company; or (ii) the bad faith, negligence or willful misconduct of such the Placement Agent Indemnified Person. No Placement Agent Indemnified Person shall have any liability to the Company for or in connection with this engagement, except for any which are determined by mediation and/or arbitration to have resulted primarily from (i) negligent failure of any violation by the Placement Agent of the Securities Act, the Exchange Act, the Investment Company Act, the Trust Indenture Act or state securities laws which does not result from a violation thereof by the Company; or (ii) the bad faith, negligence or willful misconduct of such the Placement Agent Indemnified Person. Notwithstanding any other provisions hereunder, in no event shall the Placement Agent Indemnified Persons be liable to the Company for an amount greater, in the aggregate, than the cash fees actually received by the Placement Agent hereunder.

The Company will not, without the Placement Agent’s prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding in respect of which indemnification may be sought hereunder (whether or not any Placement Agent Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination includes a release of each Placement Agent Indemnified Person from any liabilities arising out of such action, claim, suit, investigation or proceeding. The Company will not permit any such settlement, compromise, consent or termination to include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of any the Placement Agent Indemnified Person, without such Indemnified Person’s prior written consent. No Placement Agent Indemnified Person seeking indemnification, reimbursement or contribution under this Agreement will, without the Company’s prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding referred to herein.

These indemnification provisions shall (i) remain operative and in full force and effect regardless of any termination, expiration or completion of the engagement of the Placement Agent or the Agreement; (ii) inure to the benefit of any successors, assigns, heirs or personal representative of any Placement Agent Indemnified Person; and (iii) be in addition to any other rights that any Placement Agent Indemnified Person may have at common law or otherwise.

**EXHIBIT 5 - SCHEDULE II**  
**FEE SHARING AGREEMENT**

This Fee Sharing Agreement (the “Agreement”) is made and entered into as of [DATE] (the “Effective Date”), by and between [Broker-Dealer] (“Placement Sharing Broker”), and Entrex Capital Market, LLC, an Delaware limited liability company doing business as, or its successor (“Company”) (each, a “Party” and collectively, the “Parties”).

**RECITALS**

WHEREAS, Company is a registered broker-dealer with the Financial Industry Regulatory Authority;

WHEREAS, Placement Sharing Broker is a registered broker-dealer with the Financial Industry Regulatory Authority;

WHEREAS, Company is engaged to act as an exclusive placement agent by [Licensor] (“Client”), to raise an amount of capital as set forth in that certain Placement Agent Engagement Agreement, dated [DATE], by and among Company, Entrex Capital Market, and Client (the “Private Placement Agreement”);

WHEREAS, Company desires to enter into this Agreement with Placement Sharing Broker to assist Company in raising said capital; and

WHEREAS, the Parties desire to set forth the terms and conditions herein.

**AGREEMENT**

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein, and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, Placement Sharing Broker and Company hereby agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein and made a part hereof.
2. Placement Sharing Broker Services.
  - a. Placement Sharing Broker shall solicit investors (each, an “Investor” and collectively, the “Investors”) that may have an interest in providing debt or equity capital (each, a “Transaction”) to the Client on terms and conditions to be mutually agreed upon by and among the Investors and the Client (the “Placement Sharing Broker Services”). Company acknowledges that Placement Sharing Broker makes no guaranties, assurances or representations to either Company or the Client that Placement Sharing Broker will be able to find any Investors, or that any Transaction with the Client will be completed.
  - b. Placement Sharing Broker shall conduct the Placement Sharing Broker Services at all times in accordance with the relevant federal and state securities laws and regulations.
  - c. Placement Sharing Broker shall submit any and all advertising (if any) created in connection with the provision of the Placement Sharing Broker Services to

Company for review three (3) business days prior to use.

3. Placement Sharing Broker shall immediately notify Company of any change in Placement Sharing Broker's legal status or registration with any federal or state securities regulator that could impact Company or the provision of the Placement Sharing Broker Services.
4. Compensation to Placement Sharing Broker. In the event the Client consummates any Transaction with any investor, individual or entity, during the term of the Private Placement Agreement, or at any time during the thirty-six (36) month period commencing after the termination or expiration of the Private Placement Agreement, and such a transaction generates the 10% fees or commissions referenced in the Private Placement Agreement, the Company agrees to share such commissions on the following schedule:

3% - Originating Broker  
3% - Entrex Capital Market, LLC – Broker Dealer  
4% - Placement Brokers (may include the Placement Sharing Broker if it places the funds)

For each placement of the designated offering the Placement Sharing Broker Fee requires the following items to be confirmed before fees shall be distributed:

- (1) Your firm is a broker/dealer in good standing with FINRA;
- (2) Your firm is approved, per its Membership Agreement with FINRA, to act as a placement agent for Reg D securities such as Tokens or TIGRcubs;
- (3) Your firm is compliant with all applicable federal and state requirements, and the firm and its registered representatives have satisfied registration requirements in each state in which you plan to solicit;
- (4) Your firm has a reasonable basis to believe that the investment shown in the subject line for the designated Offering/Investment is suitable for each investor per FINRA Rule 2111;
- (5) Your firm has documented the basis for this "suitability" determination; and
- (6) Your firm has performed and documented requisite and appropriate checks on each indicated Investor in compliance with the Bank Secrecy Act and its implementing regulations (aka "Anti-Money Laundering rules," including FINRA Rule 3310).

Upon receipt of the above confirmation the Placement Sharing Broker Fee shall be due within three (3) business days of receipt by Company of the Company's fee as reflected in the Funds Distribution Authorization executed by the Company. If no fees are received by Company, Placement Sharing Broker shall receive no compensation for its services. Unless agreed to in writing, Company shall not be responsible for any out-of-pocket expenses incurred by Placement Sharing Broker in connection rendering the Placement Sharing Broker Services, except that if travel is required by Placement Sharing Broker, Company agrees to request of Client, as provided in the Private Placement Agreement, that Client disburse to Placement Sharing Broker a reasonable amount of

funds to provide for the expenses of said travel.

5. Representations of Company.

- a. Company is, and during the term of this Agreement shall continue to be, duly licensed or registered as a broker-dealer under the Securities Exchange Act of 1934, as amended, and the corresponding provisions of state law and is, and during the term of this Agreement shall continue to be, a member in good standing with FINRA. Company represents and warrants as of the date hereof that it is in compliance with, and during the term of this Agreement it shall continue to comply with, all applicable laws and regulations.
  - b. As of the date hereof, Company is not subject to any order or a subject of any finding of the Securities and Exchange Commission or any other agency or court with respect to any violation of any federal or state securities laws or laws relating to commodities trading. Company agrees that in performing its obligations under this Agreement, it will comply in all respects with all applicable laws of the United States and each jurisdiction in which Company performs its services under the Private Placement Agreement and the applicable rules of the National Association of Securities Dealers.
  - c. Company acknowledges that the Placement Sharing Broker Services do not include the rendering of legal advice or financial advisory services to either Company or the Client. Company also acknowledges that Placement Sharing Broker: (i) will be relying without investigation upon information that is available from public sources or other information supplied to it by, or on behalf of, the Company or the Client, and (ii) will not in any respect be responsible for the accuracy or completeness of, or have any obligation to verify said information or to perform any due diligence or financial analysis in connection with a Transaction.
  - d. Company agrees to introduce Placement Sharing Broker to the Client.
  - e. Company agrees to consult with Placement Sharing Broker periodically, as requested by Placement Sharing Broker, in the event Placement Sharing Broker has any questions or comments in connection with the performance of the Placement Sharing Broker Services.
  - f. Company represents that its Private Placement Agreement with Client is in full force and effect and that there are no alleged claims of breach of said agreement by either Company or the Client. Company shall provide to Placement Sharing Broker a copy of its Private Placement Agreement for its files either prior to, or concurrent, with the execution of this Agreement.
6. Confidentiality; Non-Circumvention. Company agrees that any written communication provided by Placement Sharing Broker pursuant to this Agreement will be treated by the Company as confidential, will be used solely for the information of the Company and will not be used, circulated, quoted or otherwise referred to for any other purpose, nor will it be filed with, included in or referred to, in whole or in part, in any registration statement, proxy statement or any other communication, whether written or oral, prepared, issued or transmitted by the Company or any affiliate, director, officer, employee, agent or

representative of any thereof, without, in each instance, Placement Sharing Broker's prior written consent. Company also agrees, on behalf of itself and its affiliates, including Entrex Capital Market Inc., that it will not initiate or maintain contact, either directly or indirectly, solicit or attempt to enter into any contract, arrangement or relationship with any of the Investors, or any of the officers, directors, representatives, subsidiaries, affiliates or employees of any of the Investors, without the prior written consent of Placement Sharing Broker.

7. Access to Information. Placement Sharing Broker and Company jointly agree to cooperate fully in any securities regulatory investigation or proceeding or judicial proceeding arising in connection with the Private Placement Agreement. Each Party, upon receipt, will notify the other Party of any customer complaint or notice of any regulatory investigation or proceeding or judicial proceeding in connection with the Private Placement Agreement. Placement Sharing Broker and Company further agree to cooperate fully in any securities regulatory investigation or proceeding or judicial proceeding with respect to Company, Placement Sharing Broker, or their representatives to the extent that such investigation or proceeding is in connection with the Private Placement Agreement. Each Party shall furnish applicable federal and state regulatory authorities with any information or reports in connection with its services under this Agreement which such authorities may request in order to ascertain whether the other Party's operations are being conducted in a manner consistent with any applicable law or regulation. Each Party shall bear its own costs and expenses of complying with any regulatory requests.
8. Authority. The persons executing this Agreement on behalf of Placement Sharing Broker and Company each warrant that they have full authority to do so and Placement Sharing Broker and Company each agree that they shall not claim lack of corporate authority as a defense in any proceeding in connection with the Agreement.
9. Choice of Law. This Agreement shall be governed and interpreted by the laws of the State of Delaware, without regard to conflict of laws.
10. Dispute Resolution; Attorney's Fees. The Parties agree to mediate in the State of Delaware any controversy, claim, or dispute arising between the Parties before resorting to legal action as set forth herein. Mediation fees, if any, shall be divided equally between the Parties. The Parties agree that if any Party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney's fees, even if said fees would otherwise be available to that Party in any such action. In the event that the parties cannot settle the dispute in mediation, each party hereto irrevocably consents to the exclusive jurisdiction of the federal and state courts sitting in Wilmington, Delaware for any legal action, suit, or proceeding arising out of or in connection with this Agreement, any agreement contemplated hereby or thereby, and agrees that any such action, suit, or proceeding may be brought only in such court, provided that this section shall not prevent a party from seeking to enforce any judgment of such court in any other court. Each party further waives any objection to the laying of venue for any such suit, action, or proceeding in such courts and agrees not to assert any defense of lack of personal jurisdiction, improper venue or "Forum Non Conveniens" in connection with any such suit, action or proceeding. Except as otherwise provided in this section in the case of a party that does not engage in pre-dispute mediation, Company and Placement Sharing Broker agree that the prevailing party in a dispute shall be awarded reasonable attorneys' fees, together with any costs and expenses.



11. Assignment. This Agreement shall not be assigned by either Party without the written consent of the other.
12. Notices. All communications under the Agreement shall be in writing and shall be deemed delivered when mailed by certified mail, postage prepaid. Alternatively, communications shall be deemed delivered on the day the written notice was sent to the last known electronic mail address of the Party, provided that a copy of the notice, delivery charges prepaid, was also sent to the Party via a third party company or governmental entity providing delivery services in the ordinary course of business, which guarantees delivery to the other Party on the next business day. Notices shall be sent to the following addresses unless and until the addressee notifies the other Party of a change in address according to the terms of this Section.

**If to Placement Sharing Broker:**

**If to Company:**

Entrex Capital Market, LLC.  
150 East Palmetto Park  
8th Floor, Boca Raton, FL 33432  
Tel: (877) -4Entrex  
Email: [swatkins@entrexcapitalmarket.com](mailto:swatkins@entrexcapitalmarket.com)  
Attention: Stephen H. Watkins, CEO

13. Severability; Integration. If any portion of this Agreement shall be determined to be invalid, the remainder of this Agreement shall remain in full force and effect. This Agreement sets forth the entire agreement between the parties as to the subject matter contained herein and supersedes all prior and contemporaneous communications, representations or agreements, whether verbal or written. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective heirs, successors and permitted assigns, as appropriate.
14. Indemnification. Company agrees to indemnify Placement Sharing Broker and/or each of its controlling persons, partners, directors, officers, employees, agents, managers, affiliates and representatives (hereinafter collectively referred to as the "Placement Sharing Broker Indemnified Parties", or separately as the "Placement Sharing Broker Indemnified Party") and hold each of them harmless against any losses, claims, damages, expenses (including the reasonable fees and expenses of their respective attorneys), liabilities, actions, proceedings, investigations (formal or informal), or inquiries or threats thereof (all of the above being hereinafter collectively referred to as "Liabilities") to which any of the Placement Sharing Broker Indemnified Parties may become subject arising in any manner out of or in connection with the Private Placement Agreement and/or this Agreement, provided, however, that such indemnity shall not apply to claims which are determined by a final judgment of a court of competent jurisdiction (not subject to further appeal) to have resulted directly from the fraud or willful misconduct of a Placement Sharing Broker Indemnified Party. In the event that any action shall be brought against any of the Placement Sharing Broker Indemnified Parties with respect to which indemnity applies pursuant to this Agreement, Placement Sharing Broker shall promptly notify Company in writing and Company shall assume the costs of defense thereof, including the employment of counsel reasonably satisfactory to Placement Sharing Broker and payment of all fees and expenses up to the amount of net cash fees actually received by Company. Notwithstanding anything contained in this Agreement to the contrary, Company shall assign, or otherwise make

available and enforce for the benefit of Placement Sharing Broker, any indemnification rights that Company may be entitled to for any of Company's agents (which shall include Placement Sharing Broker) pursuant to the terms and conditions of the Private Placement Agreement. Failure to notify Company of any Liabilities shall not relieve Company from any obligation or liability which it may have to any of the Placement Sharing Broker Indemnified Parties under this Agreement or otherwise.

Placement Sharing Broker acknowledges that Company has indemnification obligations to Client pursuant to Schedule I of the Placement Agreement. In the event that (i) a court of competent jurisdiction determines in a final judgment (not subject to further appeal) that Company is required to indemnify Client for a Transaction involving an investor not solicited by Placement Sharing Broker and (ii) Placement Sharing Broker received a Placement Sharing Broker Fee from such Transaction, then Placement Sharing Broker agrees to return to Company a pro rata share of the indemnification amount owed to Client. Notwithstanding anything in the foregoing sentence to the contrary, in no event shall Placement Sharing Broker be required to return to Company an amount greater than the amount of cash fees actually received by Placement Sharing Broker for such Transaction.

15. Scope of Responsibility. Company agrees that no Placement Sharing Broker Indemnified Party shall have any liability (including without limitation, liability for any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, attorneys' fees, expenses or disbursements) in contract, tort or otherwise to the Company, or to any person claiming through the Company, including the Client, for, or in connection with, this Agreement and the matters contemplated hereby, except solely in the instance where such liability is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the fraud or willful misconduct of said person. Under no circumstances shall the Company's total liability to the Placement Sharing Broker Indemnified Parties exceed the amount of net cash fees actually received by Company. The Company further agrees that no Placement Sharing Broker Indemnified Party shall have any liability for any act or omission by any of the Company's representatives or agents. Notwithstanding anything contained in this Agreement to the contrary, and without regard to the legal theory advanced whether in contract, tort or otherwise, the Company agrees that: (a) no Placement Sharing Broker Indemnified Party shall be liable for any consequential, indirect, incidental, special or exemplary damages of any nature, and (b) in no event shall the Placement Sharing Broker Indemnified Parties be liable to the Company, or to any person claiming through the Company, including the Client, for an amount greater, in the aggregate, than the amount of cash fees actually received by Placement Sharing Broker pursuant to this Agreement.
16. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue until the end of the term as defined in the Private Placement Agreement, unless otherwise extended by the mutual agreement of the Parties. The provisions of Section 4 and Sections 6 through 16 shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date forth above.

**Placement Sharing Broker**

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Company Name  
Person  
Position

**ENTREX CAPITAL MARKET, LLC**

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**FORM OF EXHIBIT 6**

**ENTREX MARKET INDEX**  
**SIDECAR INVESTMENT OPTION**

The Licensee acknowledges that the Entrex Market Index (or designee) may or may not participate in a SideCar Investment Option of up to 10% of the Licensee's Offering (or if applicable of the TIGRcub Offering) pursuant to final terms agreed between TIGRcub Buyers or Investors.

Terms of the SideCar Investment, if utilized, will be facilitated Pari-Pasu to the terms and conditions of the TIGRcub Buyer or Investor Funding and the Licensee final documents.

**FORM OF EXHIBIT 7**

**ELECTRONIC TRADING RIGHTS AGREEMENT**  
**TIGRCUB SECURITY RESTRICTED TRADING LEGEND**

All TIGRcub Securities are restricted in their trading pursuant to the following:

“THIS TIGRCUB SECURITY ADHERES TO VARIOUS US PATENTS AND IF  
TRADED, EITHER BETWEEN PARTIES AND/OR ELECTRONICALLY, IS REQUIRED  
TO TRADE ACROSS THE ENTREX CAPITAL MARKET OR ITS DESIGNEE.”

Any TIGRcub Certificate must maintain this restrictive legend. Any transfer agent must adhere to this restrictive legend.

**FORM OF EXHIBIT 8**

**TIGRCUB TRADING RESTRICTIONS**

If TIGRcub Securities are restricted pursuant to Local, State and/or Federal Laws the Trading Restriction must be printed if certificated pursuant to the following:

“THIS TIGRCUB/TOKEN SECURITY IS RESTRICTED FOR RESALE AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”). THE SECURITIES MAY NOT BE SOLD OR OFFERED FOR SALE OR OTHERWISE DISTRIBUTED EXCEPT IN CONJUNCTION WITH AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT, OR IN COMPLIANCE WITH EXEMPTIONS.

Any TIGRcub Certificate must maintain this restrictive legend. Any transfer agent must adhere to this restrictive legend.

## FORM OF EXHIBIT 9

### EXAMPLE DOCUMENTATION REQUEST

#### General

1	Copies of audited/reviewed financial statements. <b>NOTE:</b> If there is not an audit or review performed on the subsidiaries or other entities, please provide copies of the internal financial statements for these entities.	Current Stub Period plus last three years
2	Provide Excel-based, internal monthly financial statements (i.e. income statements, balance sheets, and statement of cash flows).  <b>NOTE:</b> These statements should reconcile to the audit/reviewed/compilation reports. If not, please provide a reconciliation.	Current Stub Period plus last three years
3	Excel-based, account-level monthly trial balance reports.	Current Stub Period plus last three years
4	Provide a summary of unusual/non-recurring items (i.e. management "add-backs") for the periods requested.  <b>NOTE:</b> Provide documentation that supports the timing and amount of add-backs identified.	Current Stub Period plus last three years
5	A detailed report of proposed adjusting journal entries proposed by auditors.	Current Stub Period plus last three years
6	Summary of significant accounting policies and procedures including revenue recognition, costing methodologies, payable cut off procedures, accruals, cost of services performed, sales pricing, capitalization policies, etc. Discuss any significant changes in these policies over the past few years.	N/A

#### Income Statement

7	Provide a report of sales, gross profit dollars and gross margin % by channel, by customer (and customer type) and by product category.	Current Stub Period plus last three years
8	Provide a detailed report of sales by product category (SKU if applicable) include units sold, total sales dollars, average gross margin, and other pertinent data.	Current Stub Period plus last three years
9	Provide a summary of contra-sales account activity. This should include anything booked directly against sales (discounts, rebates, returns, warranty, credits, etc.).	Current Stub Period plus last three years
10	Provide point of sales activity for significant customers.	Current Stub Period plus last three years
11	Provide product inventory levels (by SKU, if available) held by significant customers as of historic dates.	Current Stub Period plus last three years
12	Provide summary of components of cost of sales (if not already detailed in trial balance).	Current Stub Period plus last three years
13	Provide summary of components of general & administrative expenses (if not already detailed in trial balances).	Current Stub Period plus last three years
14	Provide a summary of the purchases from top 20 vendors. Indicate significant product/service purchased, current payment terms, minimum purchase requirements and any rebate/discount programs.	Current Stub Period plus last three years
15	Provide summary of shareholder compensation and any personal expenses paid by the Company on behalf of any shareholder or employee of the Company.	Current Stub Period plus last three years
16	Provide copies of all leases and a lease schedule of future annual lease payments by lease, with lease terms summarized (operating and capital leases).	Current Stub Period plus last three years
17	Provide general ledger detail for the following income/expense accounts accounting, consulting fees, donations, legal fees, professional fees, and miscellaneous income and expenses, as applicable.	Current Stub Period plus last three years

## Requests

18	Provide an analysis of transactions occurring between the Company and their management or shareholders as well as any transactions with any other related party. The nature of the transactions and the amounts involved should be provided.	Current Stub Period plus last three years
19	Provide a listing of major facility and equipment repairs or expansions (new office locations or leaving a certain location).	N/A

## Balance Sheet

20	Provide copies of the monthly bank statements.	Current Stub Period plus last three years
21	Provide cash/bank reconciliations.	Current Stub Period plus last three years
22	Detailed accounts receivable aging (by customers and by invoice) as of the indicated dates. Include reconciliation, if necessary, to the financial statements (as applicable).	Current Stub Period plus last three years
23	Summary of rollforwards of accounts receivables/bad debts, sales returns, and warranty reserves; including beginning balance, reserve additions, write-offs, recoveries and ending balance.	Current Stub Period plus last three years
24	Summary of significant past due accounts (greater than 90s days past due) with explanation of collectibles and specific reserve amount. <b>NOTE:</b> Provide amounts of subsequent cash collections or current aging at field work.	Current Stub Period plus last three years
25	Provide a detailed inventory listing (aged if possible and sorted by \$ amount). Include reconciliation to the financial statements, if applicable.	Current Stub Period plus last three years
26	Provide the dates physical inventories were performed and provide the amount of physical adjustments as a result of these physical inventories, if any.	Current Stub Period plus last three years
27	Provide a rollforward of the reserve for obsolete/damaged/slow-moving/other reserved inventory. Discuss general and specific reserve methodology.	Current Stub Period plus last three years
28	Discuss and provide a summary of consignment inventory or unique arrangements with customers.	Current Stub Period plus last three years
29	Provide a detailed schedule of deposits, prepaids and other assets as of the indicated dates. Provide supporting documentation for significant individual components.	Current Stub Period plus last three years
30	Provide a summary listing of fixed assets (rollforward) by major category and the accumulated depreciation for each asset class as of the indicated dates.	Current Stub Period plus last three years
31	Provide a summary of significant planned capital expenditures for the next fiscal year. In addition, provide a listing of "in-process" capital expenditures (investment to date and how much needed to complete).	N/A
32	Provide a detailed accounts payable aging (by vendor and invoice) as of the indicated dates. Include a reconciliation, if necessary, to the financial statements.	Current Stub Period plus last three years
33	Provide a detailed listing of the accrual balances as of the indicated sates including schedules to support the balances.	Current Stub Period plus last three years
34	Detail accrued commissions and bonuses outstanding at each year-end and actual expense/payout in the following year.	Current Stub Period plus last three years
35	Provide the detail of due to/from related parties.	Current Stub Period plus last three years
36	Provide a summary of any other significant commitments or contingencies not recorded on the balance sheet as of (legal, environmental, purchases, customer/vendor claims, employment, etc.).	Current Stub Period plus last three years

## Issuer Placement Info

37	Organizational documents of the issuer (i.e. articles of organizations, operating agreements, etc.)	N/A
38	Organizational diagram of the issuer, if any.	N/A



39	Quarterly financial reports of the issuer, if any.	N/A
40	Annual audit reports of the issuer, if any.	N/A
41	Prior registration statements for the issuer, if any.	N/A
42	Financial/Credit Rating Reports for the issuer.	N/A
43	Private Placement Memorandum or Prospectus for previous offerings, if any.	N/A
44	Blue sky compliance Memorandum regarding exemption status in each jurisdiction where interests in the Private Placements are offered.	N/A
45	Copies of the Private Placement's Form D filed with the SEC and its blue sky filings in the jurisdiction in which interests in the Private Placement are offered.	N/A
46	Registration status of other broker/dealers participating in the offering.	N/A
47	Complete investment and suitability records on all investors, including, for example, completed and executed subscription agreements and financial questionnaires.	N/A
48	Signed selling agreements.	N/A
49	Private Placement Offering Memorandum.	N/A
50	Signed dealer manager agreement.	N/A
51	Escrow agreements, if any.	N/A
52	Partnership Agreement or other Governing documents.	N/A

**EXHIBIT 10**

**ENTREX CAPITAL MARKET KNOW YOUR CUSTOMER FORM**

**To Our New Customers:**

In order to comply with the Patriot Act of 2001 and *Know Your Customer* guidelines established therein by the Federal Reserve Bank, Entrex Capital Market is required to obtain certain information and documentation about you and your Company prior to establishing a business relationship. Please fill-in the blanks below and attach the items requested. If you have questions, you may contact Stephen H. Watkins at 954-856-6659 or at [SWatkins@EntrexCapitalMarket.com](mailto:SWatkins@EntrexCapitalMarket.com). We appreciate your cooperation and look forward to a mutually beneficial business relationship with you.

**SECTION I: GENERAL INFORMATION**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Website: \_\_\_\_\_ Number of Years in Business: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Date and Place of Formation: \_\_\_\_\_ State: \_\_\_\_\_

Organizational Structure:  Corporation  Partnership  Government Entity

Bank  Limited Liability Company  Trust  Other: \_\_\_\_\_

Key business locations/primary trade areas:

\_\_\_\_\_

Major customers/suppliers:

\_\_\_\_\_

Important investments and/or patents/inventions:

\_\_\_\_\_

Number of employees/locations and/or market share:

\_\_\_\_\_

Source of Capitalization and/or Funding to date:

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Name and positions of important persons with authority or control (Principal Officers and Directors):

Name	Title	Social Security No.	Date of Birth	Address

Name and title of significant owners (shareholders, partners, beneficial owners, etc.):

Name	Title	Ownership %

Ownership:  Private  Public If Public, list ticker symbol: \_\_\_\_\_

Please list subsidiaries or affiliates under common control or ownership (attach additional sheet if necessary):

Name	Address

## SECTION II: FINANCIAL INFORMATION

Financial Statement Data:

3 Year Historical Financials

Current Financials

3 Year Projected Financials

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Anticipated Post Closing Balance Sheet

Sources and Uses of Funds.

Tax Information:

Tax Status:      Domestic (US)                    Foreign (Non-US)                    Foreign (US-Branch)

US Taxpayer Identification Number (TIN): \_\_\_\_\_

**SECTION III: BANKING RELATIONSHIPS**

List current bank account information: (attach additional sheet if necessary)

Account Name	Account Type (Checking, Loan)	Account Number

**REQUIRED DOCUMENTS:**

1. W9/W8-BEN
2. Incumbency Certificate/List of Authorized signers

**IN ADDITION, PLEASE ATTACH COPIES OF TWO OF THE FOLLOWING DOCUMENTS:**

1. Articles of Incorporation, Articles of Organization, Partnership Agreement or similar document.
2. Tax Return
3. Partnership Agreement
4. 10K or other information from SEC or any SRO web site
5. Copies of any state or federal licenses required for conducting your business.

## **EXHIBIT 11**

### **ORIGINATOR DUE DILIGENCE** **(AKA RESPONSIBILITIES OF AN “ORIGINATOR”)**

As described in the Placement Agent Agreement, the Originating Agent has an obligation to conduct a reasonable investigation of the Issuer and the Transaction. This is sometimes referred to as “issuer-side” diligence or “reasonable-basis” diligence. The Originating Agent may elect to reduce its fees to the Company in exchange for substantive assistance by the Company or its designee(s) (e.g., an originating agent, aka “originator”) in meeting its regulatory obligations and business requirements outlined in this Exhibit. At a minimum, the Originating Agent must collect the following information on the issuer:

- Business, marketing, and financial plans
- Most recent audited financial and income statements; most recent financial and income statements even if unaudited as described in detail below.
- Organizational documents (i.e., articles of organization, operating agreements, etc.)
- Organizational diagram, if any
- Quarterly Financial Reports, if any
- Annual Audit Reports, if any
- Prior registration statements, if any
- Financial/Credit Rating Reports
- Private Placement Memorandum or Prospectus for previous offerings if any

In addition, the Originating Agent must perform “know your customer” background checks as outlined in Exhibit 10; and may request additional documentation as described in Exhibit 9; and intends to collect the following information:

- Sources and Uses of the Transaction Aggregate Amount
- Post-Closing Balance Sheet representing the projected Balance Sheet associated with the anticipated financial performance of the Issuer at closing and post “Use of Funds” from the transaction.
- National Public Criminal and Civil Background Checks of the Principal Officers of the Issuer and/or resulting company including CEO, COO, President and CFO.

The Originating Agent may also elect to reduce its fees for assistance in the following two areas:

1. Collection of the information described above.
2. Structuring of the TIGRcub Offering, post receipt of above documents, to an acceptable and reasonable offering that, in the opinion of the Entrex Capital Market, will be accepted by TIGRcub Buyers; and/or
3. Negotiation between Issuer and Investor of a TIGRcub transaction, or other, as provided for consideration.

## EXHIBIT 12

### INVESTOR-SIDE DILIGENCE (AKA RESPONSIBILITIES OF A “PLACEMENT AGENT”)

As described in the Placement Agent Agreement, FINRA Rule 2111 requires that the Placement Agent has a reasonable basis to believe the Transaction is suitable for each prospective investor. This is sometimes referred to as “customer-specific” diligence or “investor-side” diligence. In addition, FINRA Rule 3310 requires the Placement Agent to conduct adequate diligence on each prospective investor in order to comply with the Bank Secrecy Act and its implementing regulations (“Anti-Money Laundering rules”).

The Placement Agent may at its sole discretion and expense, elect to engage registered sub-agents, under separate agreement (see Exhibit 5 Schedule II, “Fee Sharing Agreement”), to identify suitable Investors for the Transaction and/or to assist in fulfilling these regulatory obligations. At a minimum, the Placement Agent or its sub-agent must:

*“Have a reasonable basis to believe that a recommended transaction or investment strategy involving a security or securities is suitable for the customer, based on the information obtained through the reasonable diligence of the member or associated person to ascertain the customer's investment profile. A customer's investment profile includes, but is not limited to, the customer's age, other investments, financial situation and needs, tax status, investment objectives, investment experience, investment time horizon, liquidity needs, risk tolerance, and any other information the customer may disclose to the member or associated person in connection with such recommendation.”*

If the Placement Agent engages a sub-agent, it performs reasonable diligence to confirm that the sub-agent:

- (1) is a broker/dealer in good standing with FINRA;
- (2) is approved, per its Membership Agreement with FINRA, to act as a placement agent for Reg D securities such as private Debt, Equity, Tokens and TIGRcubs;
- (3) is compliant with all applicable federal and state requirements, and the firm and its registered representatives have satisfied registration requirements in each state in which you plan to solicit;
- (4) has a reasonable basis to believe that the investment shown in the subject line for the designated Offering/Investment is suitable for each investor per FINRA Rule 2111;
- (5) has documented the basis for this “suitability” determination; and
- (6) has performed and documented requisite and appropriate checks on each indicated Investor in compliance with the Bank Secrecy Act and its implementing regulations (aka “Anti-Money Laundering rules,” including FINRA Rule 3310).

If the Placement Agent and or the engaged sub-agent are to collect all available fees, they are to:

- (1) assemble the subscription agreement and sufficiently document suitability on behalf of the accredited investor or investors;
- (2) perform necessary processes for Investor IRA account set up;
- (3) perform ACH (Automated Clearing House) set up and produce documentation affirming accredited investor or investors are ACH approved;
- (4) perform aforementioned adequate diligence on each prospective investor in order to comply with the Bank Secrecy Act and its implementing regulations (“Anti-Money Laundering rules”)
- (5) assemble funds distribution agreement for Entrex Capital Market;

If the agreed upon diligence procedures are not completed within 30 days of investor introduction the Entrex Capital Market, the Placement Agent and or its sub-agent will be subject to a fee reduction;

Placement Agent fees will be reduced at the sole discretion of Entrex Capital Market LLC if the responsibilities indicated above are not executed pursuant to the above regulatory requirements. The Placement Agent may also choose or elect to reduce its fees for assistance in the areas indicated above.