



ENTREPRENEUR SEARCH AND MATCH SERVICE AGREEMENT

Effective Date: _____

Business Partner: _____, an Individual.

Email: _____ Cell Phone: _____

Address: _____

INTRODUCTION

This Entrepreneur Search and Match Service Agreement (“Agreement”) is entered into on the Effective Date stipulated above, by and between the Business Partner identified above (“Business Partner”) and **Venturezone Partners Inc** (“Company”), having an address of **8400 E Prentice Ave, Suite 1500-107, Greenwood Village, CO 80111** and an email address of **Support@FundingPartnerships.com**, collectively referred to herein as the “Parties.”

The Company provides a professional service designed to match qualified Business Partners with Entrepreneurs seeking collaboration for business and funding opportunities. By entering into this Agreement, the Business Partner agrees to participate in the program and acknowledges that the Company’s role is strictly as a facilitator of the introduction and match. The outcomes of the resulting relationship are the sole responsibility of the Business Partner and the matched Entrepreneur.

This Agreement outlines the terms, responsibilities, and protections for both Parties to ensure fairness, clarity, and mutual understanding.

1. NO GUARANTEES OF ENTREPRENEUR PERFORMANCE

The Company’s role is limited to facilitating introductions between Business Partners and Entrepreneurs. The Company cannot and does not guarantee the honesty, reliability, or financial capacity of any matched Entrepreneur. The Company cannot and does not guarantee that the Entrepreneur will fulfill their obligations under the Partnership Agreement or in the business relationship. The Company cannot and does not guarantee the success, financial outcomes, or longevity of the resulting relationship.

The Business Partner understands that the outcomes of the partnership depend entirely on the mutual efforts of the Entrepreneur and the Business Partner.

2. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

The Business Partner acknowledges that participating in this program inherently involves risks, including but not limited to financial loss, potential impact on credit scores, disputes or disagreements with the Entrepreneur, and failure to achieve desired business goals or outcomes.

These risks are a normal part of business partnerships and cannot be entirely avoided. The Business Partner agrees to evaluate their own risk tolerance before participating in the program and to accept full responsibility for the outcomes of the match, including any adverse consequences.

This clause is intended to ensure the Business Partner fully understands and accepts the inherent risks of business ventures.

3. MATCHING PROCESS AND RESPONSIBILITIES

The Company will use commercially reasonable efforts to match the Business Partner with an Entrepreneur whose profile aligns with the Business Partner's interests and qualifications.

The Business Partner acknowledges and agrees that the Company's role ends upon the successful match and execution of the Partnership Agreement between the Business Partner and the Entrepreneur. The Business Partner is responsible for understanding and fulfilling their obligations under the Partnership Agreement once signed.

The Company does not oversee, monitor, or enforce the terms of the Partnership Agreement.

4. RELEASE OF LIABILITY

The Business Partner irrevocably releases the Company, its affiliates, employees, contractors, and representatives from any and all claims, demands, or liabilities arising out of or related to participation in this program. This includes financial losses resulting from the Entrepreneur's actions or inactions, disputes related to the Partnership Agreement, and any failure of the business relationship to meet expectations or achieve intended results.

This release applies to all claims, whether known or unknown, and survives the termination of this Agreement.

5. GOOD FAITH, INTEGRITY, AND PROTECTION AGAINST ABUSIVE OR FRAUDULENT CONDUCT

Both Parties agree to act in good faith and maintain professionalism, honesty, and mutual respect throughout the term of this Agreement.

The Business Partner agrees to avoid any conduct that could harm the Company, its representatives, or its reputation. This includes making false or misleading statements about the Company or its representatives, engaging in extortionate, abusive, or harassing behavior, and attempting to coerce the Company into actions or remedies not outlined in this Agreement.

If the Business Partner violates this section, the Company reserves the right to terminate the Agreement immediately, initiate arbitration to recover damages caused by the Business Partner's conduct, and seek damages for abusive or fraudulent behavior.

By signing this Agreement, the Business Partner acknowledges the importance of professionalism and integrity in maintaining a successful program.

6. COMMITMENT TO THE ENTREPRENEUR AND RESPONSIBILITY TO HONOR THE MATCH

The Business Partner acknowledges that their participation in this program represents a serious commitment to the matched Entrepreneur.

Once matched, the Business Partner agrees to fully cooperate with the Entrepreneur and act in good faith. The Business Partner agrees to avoid abandoning or prematurely withdrawing from the partnership without valid cause. The Business Partner agrees to honor the terms of the Partnership Agreement as a matter of professionalism and fairness.

By signing this Agreement, the Business Partner affirms their understanding of these responsibilities and agrees to fulfill them.

7. DISPUTE RESOLUTION

This agreement includes a binding arbitration clause that governs how disputes are resolved. If mediation does not resolve the dispute, then any and all disputes, claims, or controversies arising out of or relating to this agreement—including but not limited to its breach, enforcement, interpretation, or termination—shall be resolved solely through final and binding

arbitration, except as otherwise expressly allowed below. The parties agree that arbitration will be conducted entirely online and based solely on written submissions, with no in-person appearances or live hearings unless mutually agreed or specifically required by the arbitration provider. Arbitration shall be administered by a neutral third-party arbitration provider, in the following order of preference: first by net-ARB at www.net-arb.com; if net-ARB is unavailable or declines to administer the matter, then by Arbitration Resolution Services (ARS) at www.arbresolutions.com; if ARS is unavailable, then by RapidRuling at www.rapidruling.com; if RapidRuling is not available, then by Brief (operated by Ejudicate) at www.ejudicate.com; and if none of the above providers are available or willing to handle the dispute, then by the American Arbitration Association (AAA) under its applicable rules, at www.adr.org. If all of the listed arbitration providers are unavailable or unwilling to accept the dispute, then and only then may the matter be filed in a small claims court or other court of competent jurisdiction located in the State of Colorado. In any such court proceeding, both parties knowingly and voluntarily waive any right to a trial by jury and agree that, where permitted by the court, the dispute shall be resolved by written submission only, without live testimony or in-person hearings. The parties consent to personal jurisdiction and exclusive venue in Colorado. All arbitration proceedings and any court proceedings must be conducted on an individual basis only, and no party may bring or participate in any class action, mass arbitration, collective arbitration, or representative action of any kind. By signing this Agreement, the Business Partner waives the right to trial by jury, participation in class actions or consolidated arbitrations, and filing lawsuits in court, except to enforce arbitration outcomes or as allowed in the event that no listed arbitration provider is available. The arbitrator shall have exclusive authority to resolve all issues related to the interpretation, applicability, enforceability, and scope of this arbitration provision, including any dispute about its validity or arbitrability, and shall not have authority to award punitive or exemplary damages against the Company under any circumstances. The costs of arbitration, including any filing fees, administrative fees, arbitrator compensation, and related costs, shall be shared equally by the Company and the Business Partner unless otherwise required by the provider's rules. However, the Company may, at its sole discretion, pay the Business Partner's share of arbitration fees in order to allow the case to proceed, and if the Company prevails in arbitration, the Business Partner agrees to reimburse the Company for all arbitration-related fees and costs, including attorneys' fees, case filing fees, administrative fees, and any other related expenses. This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1–16), and to the extent state law applies, shall be governed by the laws of the State of Colorado without regard to conflict of laws principles. The arbitrator's final decision shall be binding and enforceable in any court of competent jurisdiction. If the Business Partner initiates a lawsuit or other proceeding in violation of this clause, the Business Partner agrees to reimburse the Company for all attorneys' fees, arbitration fees, court costs, and other expenses the Company incurs in enforcing or defending this clause. This clause shall survive the completion of any transaction and any termination or expiration of this agreement.

8. EXHIBIT A: PARTNERSHIP AGREEMENT

Attached as Exhibit A is the current version of the Partnership Agreement that the Business Partner will be required to sign with the matched Entrepreneur upon completion of the match.

The Business Partner is encouraged and required to carefully review the Partnership Agreement, which includes the specific terms and obligations of both the Business Partner and the Entrepreneur, the complete compensation structure for the Business Partner, detailing how compensation will be calculated and when and how payments will be made, and all other relevant terms and conditions governing the relationship.

The Business Partner acknowledges and agrees that, unless otherwise agreed in writing directly with the Entrepreneur, the compensation structure outlined in the Partnership Agreement represents the total and complete compensation the Business Partner will receive for their participation in the partnership. It is their responsibility to carefully review and fully understand the compensation terms, including how much they will be paid and how payments will be calculated. Any questions or clarifications regarding compensation must be addressed before signing the Partnership Agreement with the Entrepreneur.

The Partnership Agreement attached as Exhibit A is intended to ensure transparency and reduce any potential misunderstandings. While the terms are subject to occasional updates and revisions, the final version presented at the time of the match will reflect the most current and applicable terms.

By signing this Agreement, the Business Partner confirms that they have reviewed or will review Exhibit A in detail, understand the compensation structure, and accept the terms as a condition of participation in the program.

9. GENERAL TERMS

This Agreement represents the complete understanding between the Parties and supersedes any and all other verbal or written representations. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall remain in full force and effect. Notices shall be sent via email (with proof of sending), certified or registered mail (with tracking), or courier service (with delivery confirmation). The Business Partner may not assign this Agreement without prior written consent from the Company. This Agreement is governed by the laws of the State of Colorado.

With my signature below, I affirm that I have read and understand this Agreement.

Business Partner: _____
(Signature)

For Company: _____
(Signature), Name and Title



GENERAL RELEASE OF LIABILITY

To Whom It May Concern:

This General Release of Liability (“Release”) is an important document that ensures clarity and fairness between the Releasor (“you,” the Entrepreneur) and the Releasee (“Venturezone Partners Inc, us,” the Company, including our affiliates, employees, contractors, officers, representatives, and “Additional Released Parties” named below). By signing this Release, you confirm your understanding and agreement to release us from any claims or liabilities related to our relationship and the services provided.

In exchange for the services we are providing to you, which we are fully committed to delivering to the best of our abilities, you agree to release and forever discharge us from any and all claims, demands, actions, or disputes you have now, may have had in the past, or could have in the future. This includes claims related to payments, fees, agreements, risk assumptions, interactions, or any aspect of our relationship. This Release applies to everything that has happened up to and including the date you sign this document.

By signing this Release, you acknowledge that you are releasing us, as well as our employees, contractors, and affiliates, from any claims, whether known or unknown, and regardless of whether you discover new claims later. This Release includes anything related to our current and past relationship, including the services we have provided, any agreements or contracts we have entered into, or any other interactions we have had. You understand that this is a complete and binding Release, meaning you are giving up your right to pursue any legal claims against us related to the matters described herein. If any unexpected issues or disputes arise in the future, this Release protects us from being held responsible for claims you may try to bring against us.

We provide this Release to ensure both parties fully understand their rights and responsibilities and to avoid misunderstandings or disputes in the future. It also helps ensure that once we fulfill our obligations to you, you cannot bring claims against us for matters we have already resolved or addressed. We encourage you to read this Release carefully and let us know if you have any questions. Our goal is to ensure transparency and fairness and to avoid unnecessary conflicts or disputes after we have fulfilled our obligations to you.

This Release is final and binding, and it cannot be changed or canceled unless both you and we agree to any changes in writing. By signing below, you acknowledge that you have read this document carefully, understand its contents, and agree to its terms. You also confirm that you are signing it willingly and without any pressure or coercion.

Additional Released Parties:

Funding Partnerships LLC, Wholesale Shelf Corporations LLC, Corporate Cash Credit LLC.

Releasor's Signature

Effective Date

Releasor's Name



EXHIBIT A

PARTNERSHIP AGREEMENT

Effective Date: _____.

Corporation: _____, the ("Company").

Active Partner ("Entrepreneur"): _____, an Individual.

Email: _____ Cell Phone: _____

Address: _____

Silent Partner ("Business Partner"): _____, an Individual.

Email: _____ Cell Phone: _____

Address: _____

THIS PARTNERSHIP AGREEMENT ("Agreement") is made effective on the Effective Date stipulated above, by and between the Active Partner specified above ("Entrepreneur") and the Silent Partner specified above ("Business Partner"), collectively referred herein as the "Partners."

The terms of this Agreement are contractual, not a mere recital, and are the result of a mutual understanding between the Partners. Each Partner agrees that such Partner will not take any action that would interfere with the performance of this Agreement or which would adversely affect the rights provided for herein.

WHEREAS, the Partners agree and consent to enter into a Partnership regarding the ownership and operation of a Corporation pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Partners hereby agree as follows:

1. NAME, PURPOSE, AND PLACE OF BUSINESS

This Partnership is entered into for the operation of the Corporation stipulated above (the "Company").

2. ACTIVE AND SILENT PARTNERS

Active Partner ("Entrepreneur"): Has full voting rights and full economic rights.

Silent Partner ("Business Partner"): Has limited economic and voting rights.

3. TERMS

3.1. Term. This Agreement shall remain effective until the legal dissolution of the Company, subject to Section 11 of this Agreement.

3.2. Dissolution: Should the Company be dissolved, the Company will be liquidated, and the debts will be paid. All remaining funds, after debts have been paid, will be distributed first to the Business Partner until all Credit Accounts secured by the Business Partner on behalf of the Company have been settled and the "Business Partner Fees" have been paid to the Business Partner; thereafter, the remaining funds will be distributed in their entirety to the Entrepreneur.

4. INTEREST AND AUTHORITY

4.1. Interest. The Partners' ownership percentages in the Company are as follows: Business Partner: **100%** and Entrepreneur: **0%**.

4.2. Authority. All financial decisions must be taken with the consent of both Partners and all operational decisions will be taken at the discretion of the Entrepreneur.

4.3. Monetary Contributions. All monetary contributions will be made by the Entrepreneur.

4.4. Financing. All financing will be secured by the Business Partner, including but not limited to serving as personal guarantor for credit accounts obtained for the benefit of the Company.

5. COSTS

Entrepreneur will cover all costs of the Partnership, including all costs related to yearly accounting, filing of all state and federal tax returns, and required government forms.

6. BUSINESS PARTNER FEES

MONTHLY FEE: Business Partner shall be paid a Monthly Fee on the 15th of each Month, for the prior month, in arrears, on Credit Accounts which Business Partner personally guarantees the debt. The Monthly Fee shall be calculated using the percentages explained below based on the Total Outstanding Balances as of the last day of each Month, except for Credit Card Processing which shall be based on Monthly Processing Volume:

Unsecured: 1% up to \$100,000 and **0.5%** over \$100,000. Includes Credit Cards, Charge Cards, Loans, and Lines of Credit without Collateral.

Real Estate: 0.15%. Includes Loans, Leases and Lines of Credit on Real Estate.

Equipment: 0.25%. Includes Loans, Leases and Lines of Credit on Equipment and Vehicles.

FYI: Formula to Calculate Current "Outstanding Balance" on Leases: (Monthly Payment MULTIPLIED BY Lease Term in Months) MINUS Payments Made. Example: \$1,000 per Month for a Term of 120 Months is \$120,000 Initial Outstanding Balance, minus for example, 6 Months of payments already made in the past equaling \$6,000, results in a Current "Outstanding Balance" of \$114,000.

Credit Card Processing: 2% of Monthly Processing Volume up to 1st \$50,000 each Month, and **1%** of Monthly Processing Volume over \$50,000 each Month.

APPLICATION FEE: Business Partner shall be paid **\$50** Application Fee for each Credit Applicationsubmitted by Business Partner or on Business Partner's behalf, at the written request of the Entrepreneur, that results in one or more inquiries on Business Partner's Credit.

LATE FEES AND PENALTIES: Any Monthly Fee Payment that is not paid by Entrepreneur to Business Partner within 15 Calendar Days after the Due Date is considered a Late Payment and subject to a \$100 Late Fee plus accrued Interest at the Highest Interest Rate allowed by Law, or 10% per Year, whichever is greater.

7. FINANCIAL RESERVES TO PROTECT BUSINESS PARTNER

Business Partner shall, upon the funds for each Credit Account being made available by the Lender, draw from such Credit Account an amount equal to 6 Months' worth of estimated Monthly Payments calculated based on the Credit Account being fully utilized, and deposit such funds in a separate bank account in the Company' Name which only the Business Partner has full access to, hereby called the "Reserve Account", which Entrepreneur must be provided "Read-Only" access at all times. These funds shall be used in the event there are any unforeseen events that make the Entrepreneur temporarily unable to meet payment obligations on the Credit Account. Entrepreneur shall maintain such Financial Reserves fully funded at all times, and Business Partner cannot use these funds for any purpose other than as described here. Use of Reserve Funds for any other purpose shall constitute a breach of this Agreement by Business Partner.

8. FINANCIAL AND LEGAL PROTECTIONS FOR THE BUSINESS PARTNER

The Entrepreneur acknowledges the significant trust placed by the Business Partner and is fully committed to providing robust, comprehensive safeguards to protect their interests. These protections ensure the Business Partner's security in every possible situation:

8.1. Indemnification in Favor of the Business Partner: The Entrepreneur guarantees to indemnify, defend, and hold harmless the Business Partner from and against any and all expenses, losses, costs, liabilities, third-party claims, and direct provable damages (excluding punitive or exemplary damages) arising from any default of Credit Accounts personally guaranteed by the Business Partner. This ensures that the Business Partner is fully shielded from financial consequences resulting from such defaults.

8.2. Reserve Account to Protect the Business Partner: To provide immediate financial security, the Entrepreneur will establish and maintain a Reserve Account with funds equal to six months' worth of estimated payments for all Credit Accounts personally guaranteed by the Business Partner. This account, controlled exclusively by the Business Partner, ensures uninterrupted payment of obligations in the event of financial challenges faced by the Entrepreneur.

8.3. Security Interest in Favor of the Business Partner: The Entrepreneur grants the Business Partner a security interest in all assets associated with the obligations under this Agreement, including receivables, inventory, equipment, and other tangible or intangible property. This ensures the Business Partner's priority in repayment and further protects their financial position in the event of any default. All necessary documentation will be executed to formalize this security interest.

8.4. Right to Terminate and Release from Personal Guarantees: If the Entrepreneur defaults on any payment or obligation related to Credit Accounts personally guaranteed by the Business Partner, the Business Partner has the right to terminate this Agreement with 30 days' written notice. Upon such notice, the Entrepreneur will immediately request that each lender remove the Business Partner as a guarantor and transfer all obligations to the Entrepreneur. While the final decision rests with the lenders, the Entrepreneur will take all possible steps to secure the release of the Business Partner. Regardless of the lenders' decision, the Entrepreneur guarantees to indemnify the Business Partner against any claims or liabilities arising from these guarantees, ensuring that their financial exposure is minimized in every circumstance.

8.5. Strictly Limited Liability of the Business Partner: The Business Partner's liability is strictly limited to the specific personal guarantees provided under this Agreement. The Entrepreneur assumes full responsibility for all other financial, operational, or legal obligations, ensuring that the Business Partner is never held accountable for the Entrepreneur's business decisions or actions.

8.6. Dispute Resolution and Arbitration to Protect the Business Partner: Any disputes arising from this Agreement will be resolved exclusively through binding arbitration, ensuring a fair, efficient, and confidential resolution process. The Entrepreneur will cover all arbitration-related costs incurred by the Business Partner, guaranteeing that they face no financial burden while enforcing their rights under this Agreement.

9. COMPANY BANK ACCOUNTS

OPERATING ACCOUNT(S): Business Partner agrees to open and assist as needed in the maintenance and operation of each Operating Bank Account for the Company and to give Entrepreneur full online access at all times to every Operating Bank Account of the Company, including full access to add payees and make payments via all available payment options such as Bill-pay, ACH, Wire Transfer, etc. Should Business Partner use any of the funds obtained for the Company for any purpose without the express authorization of the Entrepreneur, then whatever amount is used by Business Partner without the express authorization of the Entrepreneur shall be considered as a Credit towards any amount owed by Entrepreneur to Business Partner, and shall give the Entrepreneur the option but not the obligation to terminate this Agreement immediately, without penalty, and without any further Fees of any kind due to Business Partner, which shall also cause any unpaid Business Partner Fees to be waived by Business Partner. In the event the Entrepreneur's access to an Operating Account is made unavailable by the Bank or by the Business Partner, then until such access is restored, it shall be assumed that Business Partner has utilized all the funds in the Operating Account for another purpose and in breach of this Agreement.

RESERVE ACCOUNT: Business Partner agrees to open and assist as needed in the maintenance and operation of one, and only one, Reserve Bank Account for the Company and to give Entrepreneur read-only access at all times to such Reserve Bank Account. Should Business Partner use any portion of these funds for any other purpose, then whatever amount is used by Business Partner for another purpose shall be considered as a Credit towards any amount owed by Entrepreneur to Business Partner, and shall give the Entrepreneur the option but not the obligation to terminate this Agreement immediately, without penalty, and without any further Fees of any kind due to Business Partner, which shall also cause any unpaid Business Partner Fees to be waived by Business Partner. In the event the Entrepreneur's read-only access to the Reserve Account is made unavailable by the Bank or by Business Partner, then until such access is restored, it shall be assumed that Business Partner has utilized all the funds in the Reserve Account for another purpose and in breach of this Agreement.

OTHER ACCOUNTS: Any other Bank Account, Brokerage Account, or any kind of Financial Account which is considered an Asset and is not a Reserve Account, shall be considered an "Operating Account" under this Agreement.

10. BUSINESS PARTNER RESPONSIBILITIES

RESPONSIVENESS: Business Partner agrees to be responsive to Entrepreneur via What's App, and to be responsive to all Lender communications and demands.

COOPERATION: Business Partner agrees to cooperate with Entrepreneur and with all Lenders in order to achieve Entrepreneur's Desired Financing Goals in a timely manner, and understands that Entrepreneur's Minimum Financing Goals are: \$250,000 for Unsecured and/or \$1 Million for Real Estate and/or \$500,000 for Equipment.

CORRECT USE OF FUNDS: Business Partner agrees to use Funds of the Company only as authorized and instructed in this Agreement or as authorized and instructed in writing by Entrepreneur. Any unauthorized use of funds by Business Partner shall constitute a breach of this Agreement by Business Partner.

11. DISPUTE RESOLUTION

All disputes, claims, or controversies arising out of or relating to this Agreement, including but not limited to its interpretation, performance, or alleged breach, shall be resolved exclusively through binding arbitration administered by FairClaims (www.fairclaims.com). Both Parties agree to the following:

Mandatory Arbitration: Arbitration is the sole and exclusive means of resolving any disputes between the Parties. Court proceedings are not permitted, except to enforce arbitration awards.

No Trial by Jury: By entering into this Agreement, both Parties knowingly and voluntarily waive the right to a trial by jury for all disputes arising under this Agreement.

No Class Actions or Consolidated Claims: Arbitration shall be conducted on an individual basis only. Both Parties waive the right to participate in or bring class action lawsuits, class arbitrations, or consolidated claims.

FairClaims Procedures: Arbitration will be conducted via written submissions unless both Parties agree otherwise. The rules and procedures of FairClaims at the time of the dispute shall govern, except where they conflict with this Agreement, in which case the terms of this Agreement shall control.

Limits on Arbitrator Authority: The arbitrator shall have no authority to award punitive or exemplary damages. The arbitrator's decision shall be final and binding, and enforceable in any court of competent jurisdiction.

Arbitration Costs: Entrepreneur will pay all filing fees as required by FairClaims. The prevailing Party shall be entitled to recover reasonable arbitration-related costs, including filing fees and enforcement expenses.

Survival of Clause: This Dispute Resolution clause shall survive the termination or expiration of this Agreement.

12. GENERAL TERMS

Severability and Enforceability: If any provision of this Agreement is found to be invalid, unenforceable, or contrary to applicable law, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law. If necessary, the invalid provision will be modified or reinterpreted to align with its original intent while complying with applicable law.

Amendments and Modifications: This Agreement may only be amended or modified in writing, signed by both Parties. No oral agreements or representations shall alter the terms of this Agreement.

Notices: All notices required or permitted under this Agreement shall be deemed properly given if sent via email (with proof of sending), certified or registered mail (with tracking), or courier service (with delivery confirmation) to the addresses provided at the beginning of this Agreement.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law principles.

Assignment: Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party. Any unauthorized assignment shall be null and void.

Entire Agreement: This Agreement, including any attached exhibits, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, understandings, and representations, whether written or oral.

Survival of Obligations: Provisions related to confidentiality, indemnification, dispute resolution, and any other obligations that, by their nature, extend beyond the termination or expiration of this Agreement, shall survive indefinitely.

With my signature below, I affirm that I have read and understand this Agreement.

Entrepreneur: _____
(Signature)

Business Partner: _____
(Signature)



Exhibit A

Assignment of Shares in

A _____ Corporation

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned Shareholder of the Corporation stipulated above, "Assignor", a Corporation existing under the laws of the State stipulated above, hereinafter "Corporation", does hereby assign, transfer and warrant to

_____, "Assignee",

all of his/her/its shares in the Corporation.

The Bylaws of the Corporation does not prohibit assignment of shares and an assignment of all of the Corporation's shares does not dissolve the Corporation. An assignment entitles the assignee to receive distributions of cash and other property and the allocations of profits, losses, income, gains, deductions, credits, or similar items to which the assignee's assignor would have been entitled. The Assignor ceases to be a shareholder upon assignment of all the assignor's shares in the Corporation.

By execution hereof, Assignor transfers all shares (100% of the Corporation) to Assignee on the Effective Date specified below.

Full Legal Name of Shareholder ("Assignor")

Signature

Effective Date