

THIS ENGAGEMENT AGREEMENT (the “Agreement”) is made effective as of this _____ day of _____, by and between _____, LLC et.al (the “Client”) and Next Level IR, LLC et al. (the “Company”). The Client and the Company are, collectively, the “Parties”.

WHEREAS the Client desires to use the services of the Company and the Company desires to provide marketing and investor relations services to the Client to identify accredited investors interested in participating in an offering issued by a Special Purpose Vehicle (SPV)/(JV) entity to be formed e.g. Capital SPV, LLC. The Parties believe that it is in their best interests to define their relationship upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein and for other valuable consideration including a good faith deposit of \$12,500.00 paid by the Client, upon the receipt of this letter and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby covenant, contract, and agree as follows (Effective as of _____, 2024, through _____, 2025).

Services:

- (a) The Company shall use reasonable efforts to match the Client with investor(s) (the “Potential Investors”) from the institutions indicated by the Parties below:

<u> X </u>	Accredited Investors
_____	Venture Capital Firms
<u> X </u>	Broker Dealers/RIAs
_____	Hedge Funds
<u> X </u>	Joint Venture Partners

For purposes of this Agreement, (i) “Accredited Investors” shall mean a bank, insurance company, registered investment company, business development company, or small business investment company, a natural person with income exceeding \$200,000 or joint income with a spouse exceeding \$300,000 (ii) “venture capital firms” shall mean a type of private equity capital typically provided to early stage, high potential, growth companies (iii) “broker dealers” shall mean any individual or firm in the business of buying and selling securities for itself and others (iv) “hedge funds” shall mean as a class, invest in a broad range of investments including shares, debt, commodities and so forth, (v) “joint venture partner” shall mean the cooperation of two or more individuals or businesses-each agreeing to share profit, loss and control-in a specific enterprise.

- (b) In addition to the obligations listed in Section I (a) above, the Company shall (i) provide key contact information i.e., name, email address, telephone number of the Potential Investor as investor(s) interest is expressed (ii) accredited investor status will be verified in advance on all Potential Investor(s) referrals in compliance with Reg D Rule 501
- (c) The Company shall (i) provide a funding model to analyze the soundness of the proposed investment (s); (ii) gather pertinent data as listed in the Scope of Work below to prepare a sound marketing package for investor introduction and presentation; (iii) collaborate with the Client during the underwriting process to establish the terms of the offering and investment type; and (iv) provide weekly updates by telephone or in writing on Fridays.

SCOPE OF WORK

QUANTITY	DESCRIPTION	SERVICE	TOTAL
1	Facilitate an Investor Marketing and Capital Placement Campaign for Real Estate Projects and Early-Stage Companies (to include weekly Friday updates): INITIAL DELIVERABLES ARE AS FOLLOWS:	Deposit	\$12,500
1	<ul style="list-style-type: none"> Special Purpose Vehicle (SPV) LLC Formation/Registration 	SPV	included
1	<ul style="list-style-type: none"> Term Sheet/Legal 	TS	included
1	<ul style="list-style-type: none"> Purchase Agreement/Subscription 	PA	included
	<ul style="list-style-type: none"> Accredited Investor Verification 	IV	included
1	<ul style="list-style-type: none"> Financial Analyst/Underwriting/Funding Model 	FA	included
1	<ul style="list-style-type: none"> One Page Teaser and/or Investment Deck 	Deck	included
			\$12,500

NOTE: ADDITONAL FEES apply (e.g. IR management, Third Party Service Providers, etc.) and will be deducted from the proceeds at funding.

Limitation of Liability and Indemnification:

The Company engages in a referral service, and consequently (i) the Company may or may not be a party to an agreement entered into between the Company and Potential Investor; (ii) Potential Investors are not affiliates or independent contractors of the Company; and (iii) the Company shall not be liable for any damages caused by any Potential Investor referred to the Client. Further the Company makes no warranties as to the abilities or character of the Potential Investors. Accordingly, the Client agrees to indemnify, defend and hold the Company and its members, agents, employees, and customers harmless from any and all losses, claims, damages, liabilities or expenses (including reasonable attorneys' fees) of any kind or nature, in whole or in part, or arising, directly or indirectly, from this Agreement. The provisions of this Section III shall survive the termination of this Agreement.

Miscellaneous:

This Agreement constitutes the entire agreement between the Parties relating to the subjecting matters hereof and supersedes and terminates all prior agreements between the Parties. No term, provision of this Agreement may be modified or discharged orally but only by a written instrument duly executed by the Parties. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the fullest extent permitted by law. This Agreement shall be governed and construed in accordance with the internal laws of the State of Florida without giving effect to its principles of conflicts of laws.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

CLIENT:

Print Name

Title

Signature

COMPANY: Next Level IR, LLC

By: Valerie Emanuel

NEXT LEVEL IR, LLC
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