



**SILICON PRAIRIE CAPITAL PARTNERS, LLC**

**AGREEMENT FOR PROVISION OF  
MARKETBUILDER™ INVESTOR RELATIONS & REPORTING SERVICES TO  
\_\_\_ [COMPANY LEGAL NAME]  
DATED  
\_\_\_ [DATE OF AGREEMENT]**

**1. Introduction**

1.1 This is an agreement ("Agreement") between \_\_\_ [company legal name] of \_\_\_, \_\_\_ [city & state] ("\_\_\_ [company short name]" or the "Company"), and Silicon Prairie Capital Partners LLC of St. Paul, Minnesota ("SPCP" or the "Advisor"), each individually, a "Party" and collectively, the "Parties".

**2. Retention for Services**

2.1 The Company hereby retains the Advisor to provide its MarketBuilder™ services (the "Service") as mutually agreed upon by the Company and the Advisor.

**3. Term of Agreement**

3.1 This Agreement is effective as of the date first written above with a base term of twelve (12) months, extended month by month unless terminated or completed.

3.2 This Agreement can be terminated at any time by either party with fifteen (15) days written notice to the other party. Compensation to the Advisor in Section 6 survives termination.

**4. Representations of the Advisor**

4.1 The Advisor will work closely with the Company and all other related parties, on a best-efforts basis, to provide the Services in a timely and efficient manner.

4.2 SPCP represents that it is a Minnesota limited liability company, validly organized and in good standing and is a licensed securities broker dealer firm regulated by FINRA and the SEC.

**5. Representations of the Company**

5.1 The Company represents that all information about the Company, as furnished to the Advisor, will be true, complete, and correct in all material respects, and will not contain any untrue statement of a material fact or omit to state any material fact required to make the statements contained therein not misleading, to the best of the Company's knowledge and ability. The Company will advise the Advisor immediately of the occurrence of any event or any other change known to it which results in the Company's information containing an untrue statement of a material fact or omission of a material fact.

5.2 The Company acknowledges that it shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any reports produced with the assistance of the Advisor pursuant to the terms of the Service.

Further, the Advisor shall not be responsible or liable for the deletion, correction, corruption, destruction, damage, loss or failure to store any of the Company's data or reports. In the event this Agreement is terminated, other than by reason of Company's breach, the Advisor will make available to Company a file of any Company data within thirty (30) days of termination if Customer so requests at the time of termination.

The Company may correspond with, and utilize the services of, third party service providers whose services are or may be, embedded in, or linked to, the Service. Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between the Company and the applicable third party. The Advisor shall have no liability, obligation, or responsibility for any such correspondence, purchase, or utilization between the Company and any such third party. The Advisor does not endorse any sites on the Internet that are or may be linked through the Service. In no event shall the Advisor be responsible for any content, products, or other materials on or available from such sites.

## **6. Compensation, Expenses & Billing**

6.1 The Company will compensate Advisor for services rendered as outlined in "Appendix 1 – Fee Schedule" of this Agreement. However, if the scope of services substantially expands, the parties will negotiate in good faith to establish fair compensation for the additional services. For services not listed in Appendix 1, the Company will be billed at the Advisor's prevailing rates. The fee schedule denotes current fees at contract inception. The Advisor may increase fees periodically, given 30-day's written notice.

6.2 In addition to the fees paid under Section 6.1 above, the Company agrees to reimburse the Advisor for all reasonable expenses or other charges incurred in connection with the provision of services to the Company (including attorney's fees) at the rate in effect at the time. Notwithstanding the above, the Advisor reserves the right to request advance payment for substantial out-of-pocket expenditures.

6.3 The Advisor shall provide the Company with invoices for all amounts due. Monthly payments and expense reimbursements, if any, shall be invoiced on or about the 1st of each month. All payments are due on or before the 15<sup>th</sup> of the month.

6.4 The Company agrees to pay all fees and reimbursable expenses within twenty (20) days following the receipt of a billing notice. Interest charges at an annual rate of eighteen percent (18.00%) will accrue on unpaid balances outstanding for more than sixty (60) days.

6.5 All payments to the Advisor will be via electronic funds transfer (ACH or wire) as follows:

Bank name ..... Choice Financial Group  
SWIFT / BIC Code..... CHFGUS44021  
ABA number..... 091311229  
Account name ..... Silicon Prairie Portal & Exchange LLC  
Account number ..... 202390768785  
Reference ..... **MarketBuilder Subscription**

6.6 Payments to the Advisor may also be made by check. Please make checks payable to "Silicon Prairie Portal & Exchange LLC" and mail them to 475 Cleveland Ave N, Suite 101B, St. Paul MN 55104.

6.7 We will be happy to provide you with an IRS Form W-9 upon your request. Our Federal Tax ID number is 85-0581166.

**7. Confidentiality**

7.1 Any materials provided to the Advisor by the Company will be held in confidence by the Advisor as requested and to the extent possible, subject to any legal or regulatory requirements, but may be utilized as necessary to carry out the engagement in the discretion of the Advisor.

**8. Independent Contractor**

8.1 The Advisor is an independent contractor, not an employee of the Company, and will be responsible for its own tax reporting.

**9. Advertisements**

9.1 The Advisor shall have the right to place advertisements and press releases in financial and other newspapers, journals, brochures, and other advertising medium, at the Advisor’s expense, describing services provided to the Company hereunder, provided that the Advisor shall have submitted a copy of such proposed advertisement to the Company for its prior approval, which approval shall not be unreasonably withheld or delayed.

**10. Indemnity**

10.1 The Company will indemnify and hold harmless the Advisor against any and all claims, liabilities and expenses to which the Advisor may become subject in connection with the provision of the Services, unless such claims arise from the willful misconduct or gross negligence of the Advisor. The Company's obligations will include the payment of settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, litigation expenses and attorney's fees. Where any such damages or liabilities are the result of willful misconduct or gross negligence of both the Company and the Advisor, the Company’s duty of indemnification shall be in proportion to its allocable share of such willful misconduct or gross negligence. This Section 10 will survive the termination of this Agreement.

**11. Construction of Agreement and Assignment**

11.1 This Agreement will be performed and construed under the laws of the State of Minnesota and contains the entire agreement of the parties related to the subject matter covered. This Agreement is transferable and assignable to any successor entity, affiliate or holding company that essentially assumes the responsibilities and functions of the Company as described herein.

If the terms of our engagement as set forth herein are satisfactory, kindly sign and return it to us by email to [cedric.long@spcp.io](mailto:cedric.long@spcp.io) and [wiley.sharp@spcp.io](mailto:wiley.sharp@spcp.io) and it shall become effective as of the date first written above.

Very truly yours,

SILICON PRAIRIE CAPITAL PARTNERS LLC

Accepted and agreed by:

\_\_\_ [COMPANY LEGAL NAME]

\_\_\_\_\_  
Cedric M. Long  
President

\_\_\_\_\_  
printed name of Authorized Signatory  
\_\_\_\_\_  
title of Authorized Signatory

## APPENDIX 1 - FEE SCHEDULE

Our Fee Schedule outlines the charges associated with our typical services, other services or custom service tiers may be available by request and are priced on a case-by-case basis.

These fees are subject to periodic modifications with notice. Influential factors may include; alterations in the service scope, inflation, market fluctuations, and cost adjustments.

<b>SPCP MARKETBUILDER™ SERVICES FEE SCHEDULE</b>		<b>Effective.... Jul 10, 2023</b>		
<b>Form/Report</b>	<b>Per Report Prices</b>	<b>Subscription Prices</b>		
		<b>Setup Fee</b>	<b>Annual Fee</b>	<b>Total (1)</b>
<b>SEC Compliance Filings</b>				
<b>Regulation A+</b>				
Form 1-A – Offering Statement.....	25,000.00	na	na	25,000.00
Form 1-K – Annual Report, yr 1.....	na	3,500.00	12,000.00	15,500.00
Form 1-K – Annual Report, yr 2+.....	na	na	11,000.00	11,000.00
Form 1-SA - Semi-Annual Report, yr 1.....	na	3,500.00	10,000.00	13,500.00
Form 1-SA - Semi-Annual Report, yr 2 +.....	na	na	9,000.00	9,000.00
Form 1-U – Current Report.....	1,250.00	na	na	na
Form 1-Z – Exit Report.....	500.00	na	na	na
<b>Regulation CF</b>				
Form C – Offering Statement (2).....	10,000.00	na	na	10,000.00
Form C-AR – Annual Report, yr 1 (3).....	na	3,500.00	9,000.00	12,500.00
Form C-AR – Annual Report, yr 2+ (3).....	na	na	9,000.00	9,000.00
Form C-TR – Termination of Reporting.....	500.00	na	na	500.00
<b>Regulation D</b>				
Private Placement Memorandum (4).....	15,000.00	na	na	15,000.00
Form D – Notice of Exempt Offering of Securities.....	500.00	na	na	500.00
Reg D Annual Report, yr 1.....	-	3,500.00	9,000.00	12,500.00
Reg D Annual Report, yr 2+.....	-	-	9,000.00	9,000.00
<b>MarketBuilderSM Reports &amp; Services (5)</b>				
Quarterly Financial Releases (6).....	na	3,500.00	na	3,500.00
Type A Quarterly Financial Release (6).....	3,500.00	na	na	14,000.00
Type B Quarterly Financial Release (6).....	4,000.00	na	na	16,000.00
Current Reports (7).....	1,250.00	na	na	na
MiniModel Equity Valuation (7).....	3,500.00	na	na	na
IRC §409 Equity Valuation (7).....	tbd	na	na	na
Silicon Prairie ATS Listing.....	tbd	-	-	-
Disclosure & News Service.....	tbd	-	-	-
Podcasts.....	tbd	-	-	-
Webcasts.....	tbd	-	-	-

### Notes

- 1 Monthly payment and discount plans are available. In general, services may require input from the customer such as previously prepared offering statements and SEC filings and monthly internal financial statements.
- 2 Includes per offering filings on Form C-U, Progress Update and Form C/A, Amendment to Offering Statement.
- 3 Includes any amendments to Annual Report on Form C-AR/A.
- 4 The SEC does not mandate any particular form for Private Placement Memorandums, however, in practice, most professional prepared PPMs take about as much effort as a Reg 1-A Offering Circular or an S-1 Prospectus and follow a very similar disclosure outline.
- 5 MarketBuilder reports and services are suitable for any exempt filer.
- 6 Silicon Prairie's Type A quarterly financial releases run about 7 or 8 pages, focus on the financial performance of the company, and includes summary income statement and balance sheet data. The Type B reports are 11 to 13 pages and include underlying production data, as well as income statement and balance sheet data. Service is for four reports per year - Q1, Q2 & H1, Q3 & 9Mos, and Q4 & 1 yr. Total column is price for all four reports.
- 7 Current Reports and Valuations are one-offs.