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# INVESTOR RELATIONS CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“Agreement”) is made this 9<sup>th</sup> day of August 2020, by and between CONTACT LLC (hereinafter referred to as the “Company” or “CONTACT LLC”), and MZHCI, LLC, a MZ Group Company (hereinafter referred collectively as the “Consultant” or “MZHCI”), and together “Parties”

## EXPLANATORY STATEMENT

The Consultant affirms that it has successfully demonstrated financial, investor relations, and investment banking advisory expertise, and possesses necessary scope of knowledge and experience in the areas of corporate finance, capital markets, FINRA compliance, including Regulation D, and overall matters of corporate investor/public relations. The Company believes that the Consultant’s knowledge, expertise and experience would benefit the Company in its assessment and preparatory stages of a potential Initial Public Offering (IPO) or other transaction in which the Company would become publicly traded, and the Company desires to retain the Consultant to perform consulting services related to going public and ongoing investor relations efforts on behalf of the Company under this Agreement.

NOW, THEREFORE, in consideration of their mutual agreements and covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the affixation by the parties of their respective signatures below, the parties agree as follows:

## CONSULTING SERVICES

1.1 MZHCI agrees that for a period of twelve (12) months commencing upon the receipt of its first cash payment of \$8,500, the Consultant will reasonably be available during regular business hours to advise, counsel and inform designated officers and employees of the Company as it relates to IPO preparation advisory, overall capital markets climate related to global macroeconomic conditions, world leading exchanges upon which Company may list its shares, Company’s competitors, related business acquisitions in the relevant market segments, investor relations, and other aspects of/or concerning the Company’s business about which MZHCI has knowledge or expertise.

1.2 The MZHCI team will act as Company’s internal corporate chaperone and issuer’s advocate exercising the highest degree of fiduciary duty to the company and all of its stakeholders. Being engaged in the pre-IPO process entrenches us into the internal team and helps to advise on best long-term shareholders for the issuer that will render a solid support for the stock.

MZHCI Initial  COMPANY Initial 

1.3 MZHCI shall render services to the Company as an independent contractor, and not as an employee. All services rendered by MZHCI on behalf of the Company shall be performed to the best of MZHCI's ability in concert with the overall business plan of the Company and the goals and objectives of the Company's management and Board of Directors. MZHCI will assist the Company to articulate its investment story; pre-pave the relationships with target supporters of the potential stock issuance, including institutional investors and sell-side analysts; secure the Company's participation in general and focused oriented investment conferences.

1.4 MZHCI will serve as the Company's internal advisor which will allow MZHCI to work on behalf of the Company with investment banks (the syndicate, research analysts, and the distribution/sales teams) and ensure that:

- a) All aspects of the Company's business model are presented as intended by management
- b) The Company is compared to the relevant peer groups
- c) Company is marketed to an exhaustive list of potentially interested investors
- d) Company's stock is allocated to the most optimal mix of investors to ensure long-term support and liquidity; positioning the Company for expansion of important trading attributes and metrics, such as ADV, market capitalization, along with favorable movement of 10, 50, 100 and other moving averages.

1.5 MZHCI agrees that all forecasts and financial projections ("Forecasts") are to be prepared solely by management of the Company and that the Consultant shall obtain the Company's approval for any and all content before distributing or otherwise disseminating any information or material relating to the Company or to any person or a group that is not available in public domain. MZHCI understands and agrees that Forecasts are provided on a best-efforts basis in their preparation, with no representation nor warranty as to their accuracy, sufficiency, or totality, and that such Forecasts constitute forward looking statements within the meaning of federal securities laws in most jurisdictions, including the United States.

## I. SCOPE OF SERVICES, PROGRAMS AND DELIVERABLES

MZHCI will assess the Company's readiness for capital markets and determine the best path in achieving the Company's goals. During the course of the engagement, MZHCI will counsel Senior Management on the life cycle of the financial markets, including how the Company is impacted by both macro-economic and micro-economic variables, its peer dynamic, and how allocation of shares in the book of orders can influence stock performance from the first day of trading to months into the future.

MZHCI's value-add is shown at each stage of the process based on lessons learned from the best and worst deals from MZHCI's collective capital markets experience. Consultant will work closely with senior management, heads of business lines, and legal counsel throughout the assessment and the preparation process, becoming an integral part of the company's investor relations and communications arm in the process:

### 1. PUBLIC PLANNING & SERVICES

- A. Understand the Company's technology process, business model, growth strategy
- B. Through its proprietary process assessing public readiness and share its recommendation in the format of the report to management of the Company




- C. Formulate investment story and outline all possible pockets of investors by size, vertical and geographic focus, by vertical, investment style, and others
- D. Produce proactive and consistent investor targeting strategy and coordinate relationship-building roadshows
- E. Maintain relationship with all target funds throughout pre-public stage of the process to the extent allowed by FINRA and SEC and with full compliance with Regulation FD and other applicable laws and regulations
- F. Advise on best Syndicate Selection and justify the choices to management
- G. Assist company in managing data room and gathering information necessary for the bankers, auditors and legal counsel to complete marketing and the registration documents;
- H. Evaluate corporate marketing collateral and assist the company in building presentation materials, executive summaries, elevator pitches
- I. Assistance with Internal Financial Models, Valuation & Forecasting
- J. Roadshow Scripting, assistance with analyst teach-in presentations
- K. Management coaching on key points; and main Q&A items to ensure consistent messaging
- L. Orchestrate proactive Investor Relations Strategy for the first year of the company post its public markets debut
- M. Coordinate all shareholder-facing related items such as the corporate website, including upload of all required documents and inclusion of sections in line with best practices of shareholder communication and reporting
- N. Assist in booking Deal Roadshows, solicit feedback from bankers and report to client
- O. Assist in responding to all SEC or other regulator comments so the Company can obtain any requisite approvals in an expeditious fashion
- P. Assist with and recommend ultimate allocations of shares in the order book before pricing

## 2. POST PUBLIC SERVICES

Post being public, MZHCI transitions to serve as your dedicated internal IR or supplement your IR team with our comprehensive investor relations program and technology solutions.

- A. Provide a Senior Account Manager and single point of contact for all investors.
- B. Execute global (if appropriate) or domestic IR strategies with proactive shareholder targeting
- C. Liaise with investment bankers and expand relationships with research analysts
- D. Consistently communicate with the investment community and financial media
- E. Conduct perception studies and generate analytics
- F. Internal and external communication during crisis management
- G. Manage investor database/CRM to include relevant communications and action items for shareholders and prospective investors
- H. Coordinate all material press releases including earnings releases; disseminate these communications to the Company's master list
- I. Manage preparation process for all quarterly calls, including scripting, call invites and conference call / webcast logistics
- J. Assist with planning and coordination of all aspects of analyst days and annual shareholder meetings
- K. Timely address all communications, including daily ad hoc calls from current shareholders and interested investors; and schedule conference calls for management with all relevant pre-qualified parties on buy- and sell sides
- L. Assist management with crisis communications, timely and consistently

- M. Provide any relevant advice requested by management of the Company with respect to public markets and trading dynamic of the stock to help management make the right decisions
- N. Conduct intermittent perception studies: contact shareholders/analysts and prospective investors on as needed basis to gather feedback and views of Company's health and management's efficiency and ability to execute vs. expectations

### INVESTMENT AWARENESS AND OUTREACH

MZHCI will implement an ongoing stock market support system with the general objective of expanding awareness among market constituents. Consultant will do the following:

- A. Make introductions to targeted investors utilizing a proprietary, robust database:
  - i. Equity Brokers
  - ii. Analysts (both generalists and industry specialists)
  - iii. Portfolio Managers/Institutions
  - iv. High Net Worth Investors
  - v. Market Makers
  - vi. Financial Publications
- B. Organize at least (2) virtual Roadshows post going public with a goal of 100+ new potential investors and analysts in a flexible format to accommodate Company's Management business schedule
- C. Conduct Virtual Non-Deal Roadshows. Virtual Roadshows are live investor presentations webcast from management's locale. This will be by invitation only and participants will be comprised of shareholders, institutional and retail investors, and buy/sell side analysts
- D. Arrange Investor calls (1-on-1) ongoing for both new introductions and follow-up
- E. Provide Roadshow feedback (ongoing) and recommendations to improve management's delivery and engagement effectiveness with certain investors
- F. Screen all North American investment firms for upcoming financial conferences and select those that would be appropriate for PIC. Consultant will work to secure invitations and aim to pre-arrange meetings with relevant investors
- G. Continually update target prospective investors on corporate progress
- H. Provide IR Progress Report to management/Board of Directors once per quarter

### FINANCIAL MEDIA RELATIONS

Targeted media relations offer an important segment to the corporate story. MZHCI will target media opportunities that highlight PIC's strategy, growth objectives, board of directors, developments and milestones related to its business. Services include:

- A. Targeted media programs
- B. Strategic counsel
- C. Release drafts and media targets
- D. Q&A to support significant corporate developments
- F. Feedback after interviews

**Trade Magazines & Journals** - Investors, business partners, customers, and business reporters utilize the industry press as a valued source of information. MZHCI will raise awareness for PIC's business

and technologies, and news events related to growth performance, partnership deals, and significant product advances in qualified trade magazines and journals.

**Business & Financial Media** – MZHCI will identify the optimal news, corporate, and industry trends that will provide angles in the business/financial media and then actively pursue those opportunities with the appropriate reporter(s).

### **PUBLIC MARKET INSIGHT**

MZHCI will counsel and educate the Company's senior management on the life cycle of the financial markets and most importantly how the Company is impacted directly and indirectly by different variables. The Team at MZHCI leverages its collective expertise on all aspects of strategic financial, corporate and crisis communications gain through representing over 200 public companies. MZHCI will help the Company set and manage expectations while relaying valuation metrics, perceptions, and methodologies utilized by investment professionals. This consulting aspect of MZHCI's business is extremely valuable for management to optimize key opportunities and to avoid pitfalls.

As part of its ongoing commitment and partnership with the Company, MZHCI will educate the Company's senior management on the importance of establishing conservative expectations and how various corporate actions may be perceived and impact the public market. MZHCI can also help access acquisition candidates plus discuss the financial impacts and longer-term implications.

**Assuming that management's efforts are leading ultimately to success and greater profitability, the end results of any and all communication and awareness campaigns should be:**

- A.** An increase in the number of financial professionals (including brokers, institutions and analysts) and individual investors that are educated and knowledgeable about PIC: including senior management, the company's products, and its current financial condition & growth opportunities.
- B.** An increase in the number of articles printed in both trade and financial publications.
- C.** Increase suitability for public listing and ensure better access to capital markets, debt or equity, which will facilitate future acquisitions and working capital needs.

### **III. TERM**

This Agreement becomes effective upon execution and shall remain effective for a period of twelve (12) months following receipt of the first cash payment to MZHCI. This Agreement will continue and will automatically renew if notice of termination is not received within 60 days prior to the end of the term.




#### IV. COMPENSATION

<b>Cash</b>	\$8,500 USD per month payable on the 1 <sup>st</sup> day of each month.
<b>Equity</b>	<p>CONTACT LLC will issue \$150,000 USD worth of restricted common stock to MZHCI ("MZ Shares") at a price equal to the first round of capital financing exceeding \$1M USD to the Company, following its acquisition by or merger with a public issuer ("Financing"). The MZ Shares will be issued within 10 days of the stock commencing trading following such acquisition of or merger with the Company.</p> <p>The Financing is expected to be completed at or around \$0.50 CAD (\$0.37 USD) ("Expected Financing Price") for a total of approximately \$4M CAD (or ~\$3M USD), resulting in the issuance of the MZ Shares, which is expected to total approximately 400,000 shares. Should the Financing be completed for less than or more than the Expected Financing Price, the MZ Shares would be adjusted accordingly. The MZ Shares shall be deemed earned, fully paid for, and non-forfeitable when issued.</p>
<b>Expense Reimbursement</b>	Only expenses that would ordinarily be incurred by the Company will be billed back on a monthly basis. Applicable reimbursements would include: creation, printing and postage for investor packages, fees for news wire services. Any packages requiring additional photocopying/ printing will be billed back to the Company at cost (with no mark-up). Any extraordinary items, such as broker lunch presentations, air travel, hotel, ground transportation or media campaigns, etc. shall be paid by the Company, only with Company authorization in writing prior to incurring any expenses.

#### V. PRIOR RESTRICTION

MZHCI represents to the Company that it is not subject to, or bound by, any agreement which sets forth or contains any provision, the existence or enforcement of which would in any way restrict or hinder MZHCI from performing the services on behalf of the Company that MZHCI is herein agreeing to perform.

Neither MZHCI nor any consultant it utilizes in connection with the services hereunder shall provide any service to, or contract with any direct competitor of the Company during the Term of this Agreement (including any extensions thereof) or for a period of ninety (90) days thereafter.

#### VI. ASSIGNMENT

This Agreement is exclusively to be performed by MZHCI and may not be assigned in any way by MZHCI without the prior written consent of the Company. Subject to the foregoing, the rights and obligations under this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, legatees, successors and permitted assigns of MZHCI and upon the successors and assigns of the Company.

#### VII. CONFIDENTIALITY




Except as required by law or court order, MZHCI will keep confidential any trade secrets or confidential or proprietary information of the Company which are now known to MZHCI or which hereinafter may become known to MZHCI and MZHCI shall not at any time directly or indirectly disclose or permit to be disclosed any such information to any person, firm, or corporation or other entity, or use the same in any way other than in connection with the business of the Company and in any case only with prior written permission of PIC. Consultant acknowledges and agrees that breach of this Confidentiality agreement by Consultant and/or anyone employed by or otherwise associated with Consultant may also constitute a violation of the Insider Trading Act and/or other securities and other laws. For purposes of this Agreement, "trade secrets or confidential or proprietary information" includes information unique to or about the Company including but not limited to its business and is not known or generally available to the public.

Both Parties agree that the Company shall assume and remain at all times responsible for all information, statements, and documents released or provided to Consultant and for compliance with Regulation FD or any other provisions of the Securities Exchange Act of 1934 (the "1934 Act Obligations").

Any confidential material held by Consultant will be returned to Company within one calendar month of the expiration or termination of this Agreement.

Any confidential information should not be disclosed by Consultant for a period of five (5) years subsequent to the termination of this Agreement.

## VIII. DEFAULT

1. Except for a claim or controversy arising under Section VIII of this Agreement, any claim or controversy arising under any of the provisions of this Agreement shall, at the election of either party hereto, be determined by arbitration in California in accordance with the rules of the American Arbitration Association. The decision of the Arbitrator shall be binding and conclusive upon the parties. Each party shall pay its own costs and expenses in any such arbitration. The prevailing party shall be entitled to reimbursement of all fees incurred, including attorney, filing, travel and anything associated with the arbitration.
2. In the event that MZHCI commits any material breach of any provision of this Agreement, as determined by the Company in good faith, the Company may, by injunctive action, compel MZHCI to comply with, or restrain MZHCI from violating, such provision, and, in addition, and not in the alternative, the Company shall be entitled to declare MZHCI in default hereunder and to terminate this Agreement and any further payments hereunder.
3. Since MZHCI must at all times rely upon the accuracy and completeness of information supplied to it by the Company's officers, directors, agents, and employees, the Company agrees to indemnify, hold harmless, and defend MZHCI, its officers, agents, and employees at the Company's expense, against any proceeding or suit which may arise out of and/or be due to any material misrepresentation in such information supplied by the Company to MZHCI (or any material omission by the Company that caused such supplied information to be materially misleading).

MZHCI agrees to indemnify, hold harmless and defend the Company, its officers, directors, employees and agents from and against any and all claims, actions, proceedings, losses, liabilities, costs and expenses




