

Kenton-Dau LLC

363 Mount Pleasant Road • Christchurch • New Zealand • +64 22 101 9057 • <http://kenton-dau.com>

REVENUE SHARING AGREEMENT

This REVENUE SHARING AGREEMENT (the “Agreement”) is dated as of the _____ day of _____, _____ (“Effective Date”) and is made by and between **KENTON-DAU LIMITED** (“KD”), a New Zealand limited liability company with its principal place of business located at 363 Mount Pleasant Road Christchurch 8081 New Zealand and **XXXX** (“XXXX”), a _____, whose principal place of business is located at: _____.

Hereinafter KD and XXXX shall be referred to collectively as the “Parties.”

RECITALS

WHEREAS, It is understood by the Parties that KD has developed a new asset class.

WHEREAS, it is understood by the Parties that XXXX may wish to market products based on the new asset class design.

WHEREAS, it is understood that a product based on the new asset class can be identified by two features both being present, namely 1. The product is non-collateralized and 2. the product enables early investors the capital efficiency typical of seed-stage investments BUT with the advantage of a historical performance track record.

WHEREAS, it is understood that if and when XXXX offers a product that contains both the above defining features it is using the new asset class design developed by KD.

AGREEMENT

NOW THEREFORE, in consideration of the recitals it is hereby acknowledged, the Parties agree as follows:

1. Revenue Sharing.

1.1 Revenue Sharing. It is hereby agreed that XXXX shall share with KD twenty percent (20%) of the revenues XXXX, or any of its affiliates or subsidiaries derives from the sale of products based upon the new asset class design.

2. Reporting & Payment.

2.1 Reporting. Share of revenue due is reported at the end of each calendar month. The report is sent to KD via email branton@kenton-dau.com. The report sets forth a summary list of sales invoiced and payment received during the preceding period. Reporting shall start one month prior to the offer of any product based on the new asset class design.

2.2 Payment. Share of revenue paid within 14 days of the month due into an account nominated by KD.

3. Indemnification.

3.1 Indemnification. XXXX agrees to hold KD harmless against any and all claims, demands, causes of action, damages, costs, expenses, penalties, losses and liabilities (whether under a theory of negligence, strict liability, contract or otherwise) incurred or to be incurred from the use of the new asset design provided.

3.2 No Representation. KD makes no representation that asset design is appropriate for particular persons or in specific locations. The use of the asset design by XXXX is at their own risk. XXXX is responsible for establishing the legality of any product offering under any or all jurisdictions and the compliance of the product with local laws, if and to the extent local laws are applicable.

4. Confidentiality

4.1 Confidentiality. Until XXXX launches a product based on the new asset class, or such a product is launched by a third party, XXXX agrees to keep confidential all details of the new class design.

5. Liability Limitations.

5.1 KD'S LIABILITY FOR ANY CLAIM OR CAUSE OF ACTION WHETHER BASED IN CONTRACT, TORT OR OTHERWISE WHICH ARISES UNDER OR IS RELATED TO THIS AGREEMENT SHALL BE LIMITED TO USD 1,000.

5.2 IN NO EVENT SHALL KD BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR THE CLAIMS OR DEMANDS MADE BY ANY THIRD PARTIES, WHETHER OR NOT KD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Term and Termination.

6.1 Term. This Agreement will become in effect on the Effective Date and will remain in effect for 5 years from that date.

6.2 Survival. Upon any termination or expiration of this Agreement, the following provisions will survive any such termination or expiration: Sections titled ("Indemnification"), ("Liability Limitations"), and ("General").

7. General.

7.1 Relationship of Parties. XXXX and KD are independent organisations and this Agreement shall not establish any relationship of partnership, joint venture, employment,

franchise, or agency between XXXX and KD. Neither XXXX nor KD shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

7.2 Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other party. However, KD shall have the right to assign this Agreement to an affiliate or subsidiary. This Agreement will bind and inure to the benefit of the respective successors and permitted assigns of XXXX or KD.

7.3 Entire Agreement and Amendment. This Agreement completely and exclusively states the agreement between XXXX and KD regarding its subject matter. This Agreement supersedes and governs all prior or contemporaneous understandings, representations, agreements, or other communications between XXXX and KD, oral or written, regarding such subject matter.

7.4 Severability. If any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein, provided that the removal of such offending term or provision does not materially alter the burdens or benefits of either of the parties under this Agreement.

7.5 Third Party Beneficiaries. The provisions of this Agreement are for the benefit of the parties and not for any other person. Should any third party institute proceedings, this Agreement shall not provide any such person with any remedy, claim, liability, reimbursement, cause of action, or other right.

7.6 Governing Law; Forum Selection; Consent of Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of New Zealand, without regard to its conflicts of law principles. All judicial proceedings to be brought with respect to the Agreement or any other dispute between the parties hereto shall be brought in a New Zealand court (the "Court") and by execution and delivery of this Agreement, the parties hereto each accepts generally and unconditionally the exclusive jurisdiction of the Court and irrevocably waives any objection (including, without limitation, any objection of the laying of venue based on the grounds of forum non-conveniens) which either of them may now have or hereafter have to the bringing of any such action or proceeding with respect to this Agreement or any other dispute in the Court.

7.7 Executed in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same document.

7.8 Construction. The headings and numbering of sections in this Agreement are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning or interpretation of this Agreement or the particular section to which they relate. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any party because that party drafted or caused its legal representative to draft any of its provisions.

7.9 Waivers. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the party against whom such waiver or consent is claimed. No course of dealing or failure of any party to strictly enforce any term, right or condition of this Agreement shall be

construed as a waiver of such term, right or condition. Waiver by either party of any default by the other party shall not be deemed a waiver of any other default. No course of dealing shall be deemed to amend the Agreement in the absence of any writing signed by duly authorized representatives of each party.

7.10 Remedies Cumulative. Unless otherwise provided for under this Agreement, all rights of termination or cancellation, or other remedies set forth in this Agreement, are cumulative and are not intended to be exclusive of other remedies to which the injured party may be entitled by law or equity in case of any breach or threatened breach by the other party of any provision in this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date by their duly authorized representatives.

KENTON-DAU LIMITED.

XXXX, INC.

By: _____

By: _____

Name: Branton Kenton-Dau

Name: _____

Title: Principal

Title: _____

Date: _____

Date: _____

Witness Name: _____

Witness Name _____

Address: _____

Address: _____

Date: _____

Date: _____