**INVESTMENT MANAGEMENT AGREEMENT**

This Agreement is made this \_\_st day of December, 2020 (the “Agreement”), by and between **NW Angel Funding, LLC** with address of 4152 Meridian Street #162, Bellingham, WA, 92668 (the “Manager”), **XYZ Company** with address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“the Company”).

1. Appointment. The Company hereby appoints Manager as an investment manager to manages The Company’s designated assets as The Company shall from time to time assign to it, the proceeds from the sale of such assets, and the income attributable to such assets (the “Account”). The Company shall promptly notify Manager in writing of any increase or reduction in the amount of the Account’s assets subject to Manager’s investment direction.

2. Authority and Duties of Manager. Manager is authorized, subject to the supervision and revocation authority at the discretion of the Company, to supervise and direct the investment and reinvestment of the assets in the Account, subject to such limitations as are contained in the Guidelines described in Section 3 of this Agreement, , and subject to the Company’s right to direct the investment of the Account by means of Instructions as described in Section 3 of this Agreement. Manager, as The Company’s agent and attorney-in-fact with respect to the Account, may: (a) subject to the supervision and revocation authority at the discretion of the Company, buy, sell, exchange, convert and otherwise invest or trade in any stocks, bonds, options, units and other securities, including money market instruments, whether the issuer is organized in the United States or outside the United States, at such times and in such manner as Manager determines; (b) subject to the supervision and revocation authority at the discretion of the Company, place orders for the execution of such securities transactions with or through such brokers, dealers or issuers as Manager may select, which brokers or dealers are entitled to receive compensation for their services which will be deducted from the account; (c) subject to the supervision and revocation authority at the discretion of the Company to execute certain documentation as the Account’s agent and attorney-in-fact as Manager may deem necessary to facilitate any such investment or reinvestment;. Manager may give a copy of this Agreement to any broker, dealer or other party to a transaction, as evidence of its authority to act on the Account’s behalf, (d) see Exhibit D for upfront costs to set up the Account.

Manager is authorized to accept delivery of cash or securities for the Account or to establish or maintain custodial arrangements for the Account. The Manager shall choose a custodian. Custodian to segregate the assets in the Account and to invest and reinvest them in accordance with the directions subject to the supervision and revocation authority at the discretion of the Company, transmitted by Manager and received by the Custodian.

1

Such directions shall be given in writing, and confirmed in writing promptly thereafter. The Company shall not change the Custodian without giving Manager reasonable advance written notice of its desire to do so, together with the name and other relevant information with respect to the suggested new Custodian. Manager shall not be liable for any act or omission of the Custodian.

3. Guidelines and Instructions. Attached hereto as Exhibit A is a statement of the investment objectives of The Company together with a statement of any and all specific investment restrictions applicable to the investment of the Account (the “Guidelines”). The Company shall have the right at all times to modify the Guidelines or to give Manager instructions (“Instructions”) to buy, sell or retain any investment, but no modification of the Guidelines and no Instructions or modifications of Instructions shall be binding upon Manager unless Manager has received written notice of them from an Authorized Person (as defined in Section 5(d)). Manager shall have a reasonable period to bring the Account into compliance with any changes to the Guidelines. Manager shall be under no duty to make any investigation or inquiry as to any statement contained in any written Guidelines or Instruction given and, unless and until specifically advised otherwise, Manager may accept the same as conclusive evidence of the truth and accuracy of the statements contained therein. The Guidelines and all Instructions, unless they expressly provide otherwise, shall continue to be effective until duly canceled by subsequent modifications duly communicated to Manager in writing.

4. Fees. As full compensation for its services under this Agreement, Manager shall be paid specified in Exhibit B. The Company shall direct the Custodian to pay directly to Manager all of Manager’s fees upon approval from the Company and as per Compensation agreement (see Exhibit B).

5. Representations and Warranties. The Company hereby acknowledges, represents and warrants to, and agrees with Manager, as follows:

(a) The Company Assets. The Company is the sole owner of all assets in the Account and (i) there are no restrictions on the transfer, sale or public distribution of any such assets and (ii) no option, lien, charge, security or encumbrance exists over such assets, except as disclosed to Manager in writing.

(b) Authority. The Company has full authority and power to engage Manager under the terms and conditions of this Agreement, and such engagement does not violate The Company’s constituent documents, any other material agreement, order or judgment of any court or governmental authority, or any law applicable to The Company. The Company further represents that all investments permitted herein are within its power to enter into and have been duly authorized.

d) Authorized Persons. Any individual whose signature is affixed to this Agreement on the Company’s behalf has full authority and power to execute this

2

(Agreement on the Company’s behalf. The Company represents that the officer specified on the attached Certification of Authorized Persons (Exhibit C) is authorized to act for the Company and to certify to Manager from time to time, by listing on, and delivering to Manager Exhibit C or a substantially similar form, those other persons who also are so authorized to act on The Company’s behalf (“Authorized Persons”). The Company shall promptly notify Manager in writing of any event that could reasonably be anticipated to affect any such individual’s authority under this Agreement.

(e) Notice of Certain Events. The Company will promptly notify Manager in writing of any occurrence that results, or threatens to result, in any representations by The Company contained in this Agreement becoming inaccurate, false, misleading or incomplete.

6. Liability of Manager. Except as may otherwise be provided by law, the Company specifically agrees that Manager shall not be liable for: (a) any loss that the Company may suffer by reason of any investment decision made or other action taken or omitted in good faith and with that degree of care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity would use in the conduct of an enterprise of a like character and with like aims; (b) any loss, expense or other liability (including but not limited to attorneys’ fees) incurred by the Company or Manager arising from or in connection with Manager’s compliance with the Guidelines or Instructions believed by Manager to be accurate; (c) any act or failure to act by any broker or other person with whom Manager or The Company may deal in connection with the subject matter of this Agreement; or (d) any loss or failure or delay in performance of any obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond Manager’s reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, wars, terrorism, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utility, computer software or hardware, transportation or communication service, accidents, labor disputes, acts of civil or military authority, governmental actions and inability to obtain labor, material, equipment or transportation.

7. Brokerage. Where Manager places orders, or directs the placement of orders, for the purchase or sale of portfolio securities for the Account, in selecting brokers or dealers to execute such orders, Manager is expressly authorized to consider, among other factors, the fact that a broker or dealer has furnished statistical, research or other information or services which enhance Manager’s investment research and portfolio management capability generally. It is further understood in accordance with Section 28(e) of the Securities Exchange Act of 1934, as amended, that Manager may negotiate with and

assign to a broker a commission which may exceed the commission which another broker would have charged for effecting the transaction if Manager determines in good faith that

3

the amount of commission charged was reasonable in relation to the value of brokerage and research services (as defined in Section 28(e)) provided by such broker, viewed in terms either of the Account or Manager’s overall responsibilities to Manager’s discretionary accounts.

Nothing herein shall preclude the aggregation or “bunching” of orders for the sale or purchase of portfolio securities in the Account with other accounts managed by Manager. With respect to the allocation of trades, Manager shall not favor any account over any other and purchase or sale orders executed contemporaneously shall be allocated in a manner it deems equitable among the accounts involved. In some cases, prevailing trading activity may cause Manager to receive various execution prices on the entire volume of any security sold for the accounts of its the Company. In such cases, Manager may, but shall not be obligated to, average the various prices and charge or credit the Account with the average price, even though the effect of this aggregation of price may sometimes work to the disadvantage of the Account. The Company understands and acknowledges that Manager or its affiliates may, based upon such factors as Manager deems to be important, such as Manager’s or its affiliates’ respective trading strategies or their respective accounts’ relative sizes or investment objectives or investment restrictions, restrict to certain accounts purchases and sales of securities acquired in initial public offerings, including those that trade or are expected to trade at a premium in the secondary market.

In no event shall Manager be obligated to effect or place an order for any transaction for the Company which Manager believes would violate any applicable state or federal law, rule, or regulation, or of the regulations of any regulatory or self-regulatory body to which Manager or any of its affiliates is subject to at the time of the proposed transaction.

8. Confidential Relationship. Each party agrees that all non-public confidential information concerning the other party which may become available to such party in connection with services, transactions or relationships contemplated in this Agreement shall at all times be treated in strictest confidence and shall not be disclosed to third persons except as (a) may be required by law or regulatory authority, including but not limited to any subpoena, administrative, regulatory or judicial demand or court order, (b) as otherwise set forth in this Agreement, or (c) upon the prior written approval of the other party to this Agreement. The Company authorizes Manager (i) to include The Company’s name in a representative or sample the Company list prepared by Manager, provided Manager shall not disclose the Company contact information or any information about The Company’s holdings, and (ii) to use Manager’s investment experience with respect to the Account, or

4

the Account’s performance, in composite performance presentations, marketing materials, attribution analyses, statistical compilations, or other similar compilations or presentations, provided such use does not disclose the Company’s identity except to the extent permitted by The Company.

9. Reports. Manager shall send to the Company a written report of the Account as of the weekly or within five days of the end of each week. If this agreement is terminated, s provided herein, if earlier, Manager shall be forever released and discharged from all liability and accountability to anyone with respect to each such report, including, without limitation, all acts and omissions of Manager shown or reflected in each such report, except with respect to any acts or omissions as to which The Company shall have filed written objections with Manager within such sixty (60) day period. Nothing herein shall impair the right of Manager to a judicial settlement of any report rendered by it. One in a manner determined in good faith by Manager to reflect its fair market value.

10. Acknowledgment of Investment Risk. Notwithstanding any provision herein to the contrary, The Company understands that the value of investments made for the Account may go down as well as up and is not guaranteed. The Company agrees that Manager has not made and is not making any guarantees, including without limitation a guarantee as to any specific level of performance of the Account. The Company further understands and acknowledges that investment decisions made on behalf of The Company’s Account by Manager are subject to various market, currency, economic, and business risks as well as the risk that those investment decisions will not always be profitable. The Company acknowledges that past performance results achieved by accounts supervised or managed by Manager are not indicative of the future performance of the Account. The Company understands that securities, mutual funds and other non-deposit investments are not deposits or other obligations of, or guaranteed by, Manager or any affiliate, are not insured by the Federal Deposit Insurance Corporation (“FDIC”) or any other government agency, and are subject to investment risk, including possible loss of principal amounts invested.

11. Termination; Survival. This Agreement may be terminated by either party upon sixty (60) days’ written notice to the other party. Such termination will not, however, affect the liabilities or obligations of the parties under this Agreement arising from transactions initiated prior to such termination. Sections 4, 7, 9, 10, 17, and 18 shall survive the termination of this Agreement. Upon any termination of this Agreement, Manager shall have no further obligations hereunder, provided that: (a) any liability under this Agreement of one party to the other shall survive and remain in full force and effect, notwithstanding such termination, with respect to any claim or matter on which either of the parties has given the other written notice prior to such termination (except

5

that Manager may render to The Company a statement of fees due Manager through the date of termination after such date, see Exhibit B), until such liability has been finally settled; (b) Manager retains the right to complete any transactions open as of the termination date and to retain amounts in the Account sufficient to affect such completion; and (c) Manager shall be entitled to its fees and expenses, pro-rated to the date of termination. Upon termination, it shall be The Company’s exclusive responsibility to issue instructions in writing regarding any assets in the Account.

12. Assignment. This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940, as amended), in whole or in part, by Manager without the prior written consent of The Company. Subject to the preceding sentence, Manager may delegate all or part of its duties under this Agreement to any affiliate.

13. Communications. All reports and other communications required hereunder to be in writing shall be delivered in person or sent by first-class mail postage prepaid, overnight courier, or confirmed facsimile with original to follow.

If to the Company:

Attention: XYZ Company

\_\_\_\_\_\_\_, CEO

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email –

If to Manager:

Attention: NW Angel Funding, LLC

Virgil G. Smock, Managing Director

4152 Meridian Street #162

Bellingham, WA, 92668

Email – nwfunding@earthlink.net

Either party to this Agreement may, by written notice given at any time, designate a different address for the receipt of reports and other communications due hereunder.

14. Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the United States and with the laws of the State of Washington without giving effect to the choice of law or conflict of law provisions thereof. The parties hereby consent to jurisdiction and venue in the federal and state courts located Washington.

15. Entire Agreement; Modification. This Agreement: (a) sets forth the entire understanding of the parties with respect to the subject matter hereof; (b) supersedes any and all previous agreements, understandings and communications, oral or written,

6

regarding this subject matter; and (c) may not be modified, amended, or waived except by a specific written instrument duly executed by the party against whom such modification, amendment, or waiver is sought to be enforced. In the event of any conflict or inconsistency with this Agreement and any instructions or investment guidelines that are not made part of this Agreement or any investment policy statement, this Agreement will control.

16. Headings. The headings of the sections of this Agreement are for convenience of reference only and will not affect the meaning or operation of this Agreement. As used herein, references in the singular shall, as and if appropriate, include the plural.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

18. Severability. In the event that any provision of this Agreement is deemed to be void, voidable, illegal, or invalid for any reason, such provision will be of no force and effect only to the extent that it is so declared void, voidable, illegal, or invalid. All of the provisions of this Agreement not specifically found to be so deficient will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers to be effective as of the date first written above.

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| XYZ Company | | |
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| By: |  |  |
| Name: |  |  |
| Title: |  | CEO |
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| NW Angel Funding, LLC | | |
|  |  | |
| By: |  |  |
| Name: |  | Virgil G. Smock |
| Title: |  | Managing Director |

7

**EXHIBIT A**

**Statement of Investment Objectives**

Estimated gross returns of at least 100% per month.

**Statement of The Company Account Restrictions**

None

8

**EXHIBIT B**

**FEE SCHEDULE**

As compensation for managing the Account, Manager shall be paid as follows:

Weekly, Manager shall distribute the net buy/sell profits forty percent (40%) to Manager and sixty percent (60%) to The Company**.** Net proceeds shall be defined as gross receipts received from buy/sell transactions less any expenses directly related thereto. All disbursements will be made through a paymaster set up to disburse profits to the Parties.

Note: Should this Investment Management Agreement be terminated prior to the completion of a buy/sell transaction (s) by The Manager, The Manager shall be entitled to compensation on the transaction, when it is completed. It is the understanding of The Parties that all transactions will be completed or allowed to be completed before a termination would occur. Should any costs result due to termination of this Agreement, e.g. costs of administration of the buy sell contracts in place, those costs will be paid prior to termination of this Agreement.

9

**EXHIBIT C**

**CERTIFICATION OF AUTHORIZED PERSONS**

I certify, as the CEO of XYZ Company (“the Company”)

 that the

following persons are “Authorized Persons” under the Agreement:

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| **NAME** |  | **TITLE** |  | **SPECIMEN SIGNATURE** |
|  |  | |  | |
| Virgil G. Smock |  | Manager |  |  |
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|  | XYZ Company | |
| By: |  |  |
|  |  | Signature |
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|  |  | , CEO |
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| Date: December \_\_, 2020 | | |

10

**EXHIBIT D**

**ANTICIPATED EXPENES TO SETUP THE BUY SELL FOR THE COMPANY**

The Company will set aside funds cover anticipated costs to setup the $500 million buy/sell transaction. The Manager will invoice the Company for actual costs incurred. Costs will include SWIFT costs, travel costs, administrative back office costs, and other direct costs.

11