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LETTER OF INTENT

May 20, 2019

[REDACTED]
[REDACTED]

EZ Social Media LLC. d/b/a/ Crypto PR Lab
& Millennium Communications

Dear [REDACTED]:

Transform Group International, LLC (the “Firm”), a Puerto Rico limited liability company (“Transform”, “The Group” or “Buyer”) is the leading public relations and advisory firm in the blockchain industry. Transform believes as the blockchain industry evolves and matures, the need for agency-of-record conflict companies will be required to continue a leadership position in the blockchain space. Management is confident that Crypto PR Lab and Millennium Communications has delivered an impressive reputation in the blockchain industry. We are also confident that by combining our resources and talented people, we can continue to dominate this burgeoning industry.

Therefore, we are pleased to confirm the interest of Transform Group to acquire 100% of the issued and outstanding equity interest in EZ Social Media LLC. d/b/a/ Crypto PR Lab, Millennium Communications collectively (“CryptoPR”).

1. **Acquisition of Interest/Consideration.** Subject to satisfaction of the conditions described in paragraph 5 below, at the closing of the acquisition (the “Closing”), the Buyer would purchase from the Seller 100% of the issued and outstanding shares of capital stock of CryptoPR, free and clear of any liens, charges or encumbrances (other than permitted encumbrances to be mutually agreed upon).

The target consideration for the purchase of the Company is \$400,000 USD on a debt-free basis to be paid in the form of a combination of cash and stock options. In addition, we are offering a share in profitability to be formed into a bonus pool. The acquisition consideration is based on an estimated \$280,000 in Revenue and \$195,000 in Net Profit for the trailing 12 months of operation. The recommended consideration is as follows;

- i. \$200,000 in cash. Cash will be generated from collection of Revenue from first day after Closing Date until the \$200,000 is reached;
- ii. \$200,000 in options to vest over 3 years from Closing Date plus;
- iii. Earn out of 50% of the Net Profit as a dividend from the CryptoPR P&L over the next two years.

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At the Closing, the Company is to be free of all interest-bearing debt, capital leases, taxes payable, and any amounts due to the Seller or related parties, or the Buyer may at its option reduce the purchase price to reflect such assumed liabilities.

2. Non-Competition Agreement: At the Closing, the Seller will enter into a non-competition agreement for three years (the "Non-Competition Agreement") pursuant to which the Seller will agree that neither they nor any affiliates will directly or indirectly engage in, consult, manage or otherwise participate in the operation of a business that directly competes with the Company or the Group, the Seller will agree that for a period of three years neither they nor any affiliates will solicit or employ any members of senior management of the Company or the Group.
3. Due Diligence. Following the signing of this letter, the Seller agrees to provide information on the Company, as well as reasonable access to its facilities, records, and customers, to Buyer (including its agents and lenders) for the purpose of completing its due diligence. It is expected that the Company will show performance similar to that which is stated in the materials provided thus far to the Buyer.
4. Covenants and Representations of the Seller. During the period from the signing of this letter to the Closing, the Seller will: (i) conduct the business of the Company in the ordinary course in a manner consistent with past custom and practice, and (ii) use their reasonable best efforts to maintain the business and employees, customers, assets and operations of CryptoPR.
5. Definitive Documentation. Subject to the mutual agreement of the parties, the terms and conditions of the proposed transaction will be set forth fully in a definitive purchase and sale agreement (the "Purchase Agreement") and other documents required to give effect to this Letter of Intent.

In general, the Buyer will expect to be indemnified for liabilities incurred outside the ordinary course of business or substantially in excess of those reflected in the Company's financial statements prior to the Closing, subject to a cap to be mutually agreed upon by the parties and set forth in the Purchase Agreement; The completion of the transaction shall be contingent upon the Buyer's completion of due diligence to its satisfaction and to receipt of financing sufficient to complete the transaction on terms which Buyer deems acceptable.

The Buyer's obligation to close will be subject to customary conditions, including:

- receipt of all necessary governmental and third-party approvals;
 - satisfactory completion of the Buyer's financial, accounting, business and legal due diligence review of the Company;
 - the execution of definitive agreements mutually satisfactory to the parties;
 - the absence of any material adverse change with respect to the Company; and,
 - Seller's and the Company's compliance with pre-closing covenants.
6. Confidentiality. Neither party shall disclose (except to its representatives, key managers, agents, lenders and investors) the existence of this Letter of Intent nor any of the terms and conditions contained herein without the prior written consent of the other party. Buyer and Seller will prepare all press releases and other pre-closing public announcements relating to the transaction described herein jointly.
 7. Exclusivity. The Seller agrees that unless negotiations between the Buyer and the Seller are earlier terminated by mutual agreement, the Seller with regard to the Company will not until 90 days from the date of the execution of this letter by both parties: (a) solicit, initiate or encourage the submission of any proposal or offer from any person or entity relating to a (i) liquidation, dissolution, sale of assets

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or stock, or recapitalization, (ii) merger or consolidation, (iii) acquisition or purchase of assets or any equity interest, or (iv) similar transaction or business combination, or (b) institute, pursue, or engage in any discussions, negotiations, or agreements with any person or entity concerning any of the foregoing, or furnish any information with respect to any effort or attempt by any other person or entity to do any of the foregoing. During the exclusivity period, the Seller agrees to immediately notify the Buyer of the substance of any transaction inquiry, proposal or offer concerning the Company that either the Company or the Seller may receive.

The Seller hereby acknowledges that neither they nor the Company is subject to any agreement which conflicts with the subject matter of this letter. The Seller represent and warrant that neither they nor the Company, nor any of their agents or representatives, as the case may be, has entered into any agreement or had any discussions with any third party regarding a transaction which could result in the Buyer having any liability to such third party as a result of entering into this letter or pursuing the transactions contemplated hereby. The Seller and Buyer agree to indemnify, defend and save and hold the other party harmless from any claims or liabilities resulting from any breach of the foregoing representation and warranty, including any legal or other expenses incurred in connection with the defense of any such claims or liabilities against the Buyer or Seller.

- 8. Conduct of Business. The Seller hereby represents that between the prior fiscal year end and the date of the signing of this letter the Company has conducted its business in the ordinary course.
- 9. Binding Effect/Termination; Governing Law. This letter is not intended to and does not create a legally binding obligation on the part of any party with respect to this proposal, except with regard to Paragraphs 6, 7, 9, and 10, which shall be legally binding on Buyer and Seller. This letter agreement shall be construed in accordance with the laws of the State of Nevada.
- 10. Miscellaneous. The Buyer and the Seller will each pay their own respective transaction expenses, including fees and expenses of investment bankers and other advisers, incurred in connection with the transactions contemplated. This Agreement shall not be assignable by any party without the consent of the other parties hereto. The laws of Nevada will govern this letter agreement.

If the foregoing is acceptable, please so indicate by executing and returning a counterpart of this letter. This offer will be deemed to have expired unless signed and returned to Enzo Villani no later than 12:00 am (Pacific Standard Time) on May 24, 2019.

Sincerely,

Michael Terpin
Chairman and CEO
Transform Group, LLC

CryptoPR

CryptoPR

Co-Founder and Chief Executive Officer

Co-Founder