



Troy MacDonald | Chief Executive Officer

HyFi Corp.
20801 Biscayne Blvd
Suite 403
Aventura, FL 33180. USA

Date:

To:

Address:

FUNDING ADVISORY AND CONSULTING AGREEMENT

This FUNDING ADVISORY AND CONSULTING AGREEMENT dated as of (this “Agreement”) by and between (the “Company”) and HyFi Corp. (the “Consultant”).

WHEREAS, the Consultant has indicated the ability to prepare the company for funding through these actions:

- 1.** Conducting a comprehensive overview and analysis of the status of the project to be implemented.
- 2.** Specific recommendations to increase the likelihood of an approval for funding.
- 3.** Takes an active role in helping to implement the recommendations given. These recommendations may relate to (but are not limited to):
 - a.** off-take agreements and their use of language,
 - b.** proper selection of (bankable) off-takers,
 - c.** helping to arrange introductions to bankable off-takers for the company’s benefit (additional fees apply),
 - d.** business plan(s), pro-forma and financial modelling,



- e. OEM selection to increase the trustworthiness and insurability of the project deliverables,
- f. insurance coverage/wraps,
- g. other investor protection scenarios,
- h. equity investment, choice of project location,
- i. quality of management
- j. proposed development teams.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Consultant and the Company hereby agree as follows:

1. **Services.** The Consultant hereby agrees to attempt to identify Targets. The Consultant does not guarantee or warrant the accuracy or completeness of information, if any, provided to the Company by a Target or by the Consultant concerning a Target. The Company is encouraged to perform its own due diligence and analyses concerning any Target(s). The decision to consummate a Transaction with a Target as well as the aggregate consideration amount and structure shall be determined by the Company in its sole and absolute discretion.
2. **Compensation.** At the closing of each offering (each, a “Closing”), the Company shall compensate the Consultant as outline in Table A. The Company will make payments to the Consultant as outlined in Table B and as directed to authorize a wire payment in Schedule A.
3. **Termination.** This Funding Agreement shall continue until terminated upon ninety (90) day written notice of either party to terminate the Funding Agreement. Should the Company effectuate a Transaction as defined in this Agreement with any of the Target(s) identified by Consultant in a period of a twenty-four (24) month after termination of Agreement, Consultant will be due full Funding Fee as defined herein.



4. Non-Circumvent. The Company hereby irrevocably agrees not to circumvent, avoid, bypass, or obviate, directly or indirectly, the intent of this Agreement through any transaction, transfer, pledge, agreement, recapitalization, loan, lease, assignment, or otherwise. The Company (including affiliates of such parties) agrees that it will not attempt, directly or indirectly, to contact parties introduced to the Company by the Consultant on matters described in this Agreement or contact or negotiate with any confidential source provided by the Consultant, except through the Consultant or with the expressed written consent of the Consultant as to each such contact.

The Company and any of its Board of Directors, Officers, or Employees shall not contact, deal with, or otherwise become involved in any transaction with any corporation, partnership, individual, banks, trust or lending institutions introduced by or through The Consultant without the permission of the Consultant. Any violation of this provision shall be deemed an attempt to circumvent this provision, and the Company shall be liable for damages in favor of the circumvented party.

5. Independent Contractor. The Consultant is an independent contractor, and nothing herein shall create any partnership or joint venture (unless stipulated in a separate agreement) or employer-employee relationship. The Consultant shall not have the right or authority to legally bind the Company and the Consultant shall not represent to any third party that the Consultant can legally bind or otherwise obligate the Company.

6. Disclosure. Any financial or other advice, descriptive memoranda or other Documentation provided by the Consultant pursuant to this Funding Agreement may not be disclosed publicly or to any third party in any manner without the prior written approval of the Consultant. All non-public information given to the Consultant by the Company or by a Target or the Consultant to the Company will be considered as confidential information and shall be maintained as such by the Consultant and by the Company, respectively, until the same becomes known to third parties or the public without release thereof by the Consultant or the Company, respectively.

The Consultant may advertise the conclusion of any Transaction in the financial press. The Company shall provide to the Consultant full, complete and accurate information regarding the Company's business, prospects, financial information, etc. shall be solely responsible for the accuracy and completeness of all disclosures regarding the Company and shall promptly advise the Consultant of any material changes in any information



previously provided to the Consultant or distributed to prospective Targets.

- 7. Indemnity.** The Company in connection with the Funding engagement hereby indemnifies the Consultant from any pending or threatened claim, or any litigation, proceeding or other action in connection with or arising out of or relating to the engagement of the Consultant under Funding Agreement, provided that such indemnity shall not apply with respect to any conduct of Consultant that constitutes a material breach of its obligations under this agreement.
- 8. Funding Representation and Warranties.** The Consultant hereby represents and warrants that it is not a broker-dealer registered under the United States Securities Act of 1933, as amended and regulations thereunder, as well as applicable state securities laws and regulations. The Consultant further represents and warrants that its activities in connection with this Agreement will not come under such laws and regulations.
- 9. Entire Agreement, etc.** This Funding Agreement sets forth the entire understanding and agreement of the Company and the Consultant concerning the subject matter hereof and supersedes any prior communications, understandings and agreements between the parties. This Funding Agreement may not be amended, supplemented or modified, nor can any of its provisions be waived, except by a writing signed by the Company and the Consultant. The Consultant may not assign this Funding Agreement or delegate any of its duties hereunder without prior written consent of the Company.
- 10. Governing Law.** This Funding Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of law provisions. This Funding Agreement shall not be interpreted or construed with any presumption against the party which caused this Funding Agreement to be drafted.
- 11. Counterparts.** This Funding Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.



Accepted and Agreed:

HyFi Corp
20801 Biscayne Blvd. Suite 403
Aventura, FL 33180
USA

By: _____

Name:

Date:

Accepted and Agreed:

By: _____

Name:

Date:



TABLE A: FEES (APPLIES TO DEBT OR EQUITY)

The following fees will be paid by the Company to the Consultant only on successful closing of the transaction, when the Company has received funding in its bank account.

Size of debt funding	Rate, %	Value, \$m
Up to \$100m	3.75%	Up to \$3.75m (3.75% x \$100m)
From \$100m to \$500m	3.50%	Up to an additional \$14.0m (3.50% x \$400m)
From \$500m to \$1,000m	3.25%	Up to an additional \$16.25m (3.25% x \$500m)
From \$1,000m to \$2,000m	2.75%	Up to an additional \$27.5m (2.75% x \$1,000m)
Over \$2,000m	2.50%	Increments that may apply

and/or

Size of equity funding	Rate, %	Value, \$m
Up to \$100m	3.75%	Up to \$3.75m (3.75% x \$100m)
From \$100m to \$500m	3.50%	Up to an additional \$14.0m (3.50% x \$400m)
From \$500m to \$1,000m	3.25%	Up to an additional \$16.25m (3.25% x \$500m)
From \$1,000m to \$2,000m	2.75%	Up to an additional \$27.5m (2.75% x \$1,000m)
Over \$2,000m	2.50%	Increments that may apply

UPFRONT ONBOARDING FEES (see “Schedule A” for Wire Details to remit payment)

Onboarding fees of \$15,000.00 USD apply to all deals/projects where no investment grade off-taker is confirmed via a fully executed and fully bankable off-take agreement or PPA. The onboarding fee will also apply to ALL manufacturing plant financings, real estate development projects, new acquisitions, and all other projects where a major off-take customer is not part of the business model, i.e., retail businesses. Should the project be successfully funded the onboarding fee will be deducted from the consultants' closing fees above. ***If an investment Grade off-taker is proven prior to onboarding the onboarding fee may be waived in its entirety at the consultant's discretion.** **HyFi offers project and business consulting services for clients. We review your project/company and get directly involved as needed to ensure your project succeeds. Pre-onboarding advisory, consulting and project suitability fitness review video/audio calls are offered at \$1500.00 USD per call (90 minute maximum), multiple payment options are available including paypal, our address for emailing paypal payments is advisory@hyfi-corp.com.**



TABLE B: PAYMENT (TO BE COMPLETED ONLY WHEN THE CLIENT APPROVES A FINANCING TERM SHEET)

Disbursement Authorization

Funding Date:

To:

From:

Address 1:

Address 2:

Date:

RE: DISBURSEMENT OF FUNDS AUTHORIZATION. In connection with the pending funding of an aggregate of \$ _____ pursuant to that certain Funding Agreement dated _____ and the HyFi Corp FUNDING ADVISORY AND CONSULTING AGREEMENT dated _____ (the "Agreement"). HyFi Corp is entitled to charge a Consultancy fee equivalent to _____ % of the value of funds raised (as per Table A). You are hereby directed to disburse such funds as follows:

1. _____ % of funds raised to HyFi Corp in accordance with the wire transfer instructions attached as Schedule A

I hereby authorize the payment of fees due to the HyFi Corp account outlined in **Schedule A.**

By: _____

Name:



SCHEDULE A: WIRE INSTRUCTIONS

Name of bank: Citibank

Account holder: HyFi Corp

Account holder address: 20801 Biscayne Blvd. Suite 403, Aventura, FL 33180, USA

Account number: 9154167704

Routing number: 266086554

Swift: CITIUS33

Bank Address: 3300 N Miami Ave, Miami, FL 33127, United States

Submit completed form via email to "HyFi Corp": t.macdonald@hyfi-corp.com

Please ensure the file is saved locally on your computer before proceeding with the email attachment.