

Exhibits A through G
Attached to the AJ-INVEST
ASSET PARTNERSHIP AND PURCHASE AGREEMENT

July 10, 2025

EXHIBIT A – ASSET ALLOCATION SCHEDULE
To the AJ-Invest Asset Purchase and Partnership Agreement

Pursuant to **Article I, Section 1.2** of the Agreement, the following assets constitute the Transferred Assets from Seller to AJ-Invest (the “Buyer”) as of the Closing Date. These assets include all tangible and intangible property necessary for the operation, continuity, and scalability of the Business.

Transfer of Assets.

Concurrently with the transfer of operational control, and subject to Section 1.3 below, Seller shall transfer to Buyer all of the following (collectively, the "Transferred Assets"), free and clear of any liens, claims, encumbrances, or restrictions of any kind:

I. Tangible Digital Assets

Primary Domain Name(s)

- [Insert full domain(s) here]
- Domain registrar login and ownership transfer documentation

Hosting and Cloud Infrastructure

- Server credentials (AWS, Google Cloud, etc.)
- Content Delivery Network (CDN), caching, and Domain Name System (DNS) configurations (e.g., Cloudflare, Netlify)

Software Codebase

- Full front-end and back-end code
- Access to GitHub, Bitbucket, GitLab, or other repositories
- Complete documentation and deployment scripts
- Product roadmap (current and historical)

Log in and Credentials

Seller shall deliver a notarized or digitally acknowledged attestation confirming that all login credentials and access tokens provided are accurate, functional, and grant full administrative access unless otherwise specified.

Email and Customer Relationship Management Systems (CRM)

- Access to Email Service Provider (ESP) platforms (Mailchimp, ConvertKit, etc.)
- Segmented mailing lists with associated metrics
- Campaign history and automation workflows

II. Operational & Marketing Assets

Social Media Accounts

- Twitter, Facebook, LinkedIn, Instagram, TikTok
- Ownership and authentication credentials

Analytics and Tracking Accounts

- Full access and admin rights to Google Analytics, Google Search Console
- Facebook Pixel, LinkedIn Insight Tag, Hotjar, Mixpanel, etc.
- Tag Manager and event tracking configurations

Ad Platform Accounts

- Google Ads, Meta Ads, Bing Ads, etc. (with permission or view-only access)
- Ad creative archives and performance dashboards

Marketing Funnels & Lead Gen Tools

- Landing page builders (ClickFunnels, Unbounce, etc.)
- Marketing automation flows and lead magnets
- Copywriting assets, email scripts, ad creatives

III. Customer & Revenue Systems

Customer List & Customer Relationship Management Systems (CRM) Data

- Subscriber, user, or customer master list in .CSV format
- Lifetime Value (LTV), churn, Monthly Recurring Revenue (MRR), and engagement stats
- Onboarding funnels and conversion flows

Payment Processor Accounts (View-Only or Transferable)

- Stripe / PayPal / Paddle / Shopify exports
- Gross revenue, net revenue, chargebacks, refunds

Subscription Management Tools

- Access to tools like Chargebee, Recurly, ProfitWell
- Historical Monthly Recurring Revenue (MRR), Annual Recurring Revenue (ARR) trends and churn metrics

Customer and Revenue Data

- Customer data shall be delivered in both raw export (e.g., .CSV, .XLSX) and structured format with labels and segmentation metadata clearly defined
- Seller certifies that all active customer/revenue data is included and no material segments are withheld.

IV. Contracts & Agreements

Vendor Agreements

- Hosting, billing, plugins, outsourced developers
- Any third-party tools with custom license terms

Partner or Affiliate Agreements

- Active affiliate contracts, terms, and revenue shares
- Co-marketing agreements or joint ventures

Employee and Contractor Agreements

- If applicable, list of freelancers, agencies, or staff with active scopes of work
- Seller shall provide copies of all agreements and confirm in writing which contracts are assignable, require consent to assign, or are at-will. Buyer may request written consent from counterparties post-closing to validate assignability where ambiguity exists

V. Intellectual Property

Trademarks and Copyrights

- United States Patent and Trademark Office (USPTO) filing documentation (if any)
- World Intellectual Property Organization (WIPO) filing documentation (if any)
- Common law claims to name/logo/design

Website Content and Assets

- Blog articles, help docs, videos, graphics
- Custom illustrations, templates, icons, PDFs

Software & Technical IP

- Proprietary algorithms or processes
- Internal scripts, automations, integrations
- Seller shall certify in writing that all IP listed in this section is either solely owned or validly licensed by the Seller, and that there are no outstanding claims, disputes, or prior royalty agreements affecting the listed IP

VI. Other Intangible Assets

Reputation & Brand Equity

- Testimonials, press coverage, media mentions
- Brand guidelines, logos, tone-of-voice documentation

Standard Operating Procedures (SOPs)

- Operational playbooks, user support templates
- Customer success workflows

Community / Membership Portals

- Slack, Discord, Facebook Groups, etc. (if owned or transferable)
- Community rules and engagement history

VII. Outstanding Customer or Vendor Commitments

Seller shall provide a detailed list of:

- Open customer support tickets or refund requests;
- Prepaid annual customer subscriptions;
- Deferred affiliate commissions or promotional obligations;
- Pending vendor invoices or deliverables.

These items, if not disclosed in diligence, shall not be assumed by Buyer unless expressly agreed in writing.

Note: The Parties agree that this schedule includes, but is not limited to, the assets specifically itemized above. Any additional items customarily transferred in the ordinary course of sale of a digital or SaaS business, such as related licenses, user access rights, residual source files, analytics configurations, or associated collateral not separately itemized, shall be deemed included in the definition of 'Transferred Assets,' unless expressly excluded in writing.

VII Outstanding Commitments Assumed Liabilities

Buyer agrees to assume and be responsible for all liabilities incurred in connection with the operation of the Business on and after the Closing Date, including but not limited to:

- Operating costs, employee and contractor payments, subscription fees, ad spend, and software expenses;
- Customer refunds, chargebacks, and service obligations arising after Closing;
- Liabilities expressly disclosed and acknowledged during due diligence.

Unless expressly transferred in writing, any liabilities incurred prior to the Closing Date will continue to be the obligation and responsibility of the Seller and managed by Seller.

Allocation of Purchase Price.

The Purchase Price and related consideration, including any future payout under Section 2.1(b) or (c), shall be allocated among the Transferred Assets for tax and accounting purposes in accordance with a mutually agreed schedule to be finalized within thirty (60) days of the Closing Date and attached as Exhibit A.

EXHIBIT B – TRANSITION SUPPORT OUTLINE

To the AJ-Invest Asset Purchase and Partnership Agreement

Pursuant to Section 4 of the Agreement, the Seller agrees to provide Transition Support to ensure a smooth handover of operations, systems, relationships, and institutional knowledge. The scope of Transition Support is outlined as follows:

I. Transition Support Period

Duration: The Transition Period shall last for one hundred twenty (120) days from the Closing Date, unless otherwise extended in writing by mutual agreement.

- **Start Date:** The Transition Period begins on the Closing Date.
- **Termination:** All Seller obligations under this Exhibit shall terminate at the conclusion of the Transition Period unless extended in writing.

II. Scope of Support

During the Transition Period, Seller shall provide reasonable support, including but not limited to:

- Up to two (2) scheduled virtual meetings per week for the first thirty (30) days, and one (1) per week thereafter
- Availability via Slack, email, or messaging platform during business hours with a 48-hour response window
- Transfer and walkthrough of SOPs, platform configurations, sales/marketing funnels, and deployment pipelines
- Transfer of API keys, passwords, and credentials via secure channel (e.g., Notion, LastPass)

III. Onboarding and Knowledge Transfer

Weekly Strategy Calls & Live Messaging Access

- Weekly sync calls via Zoom or Slack (1x per week minimum during Transition Period)
- Agenda to include open questions, knowledge gaps, and upcoming operational priorities
- Summary email or Slack note required after each call from Seller for record-keeping

Systems & Tools

- Walkthrough of backend systems, DevOps, analytics, dashboards, and configurations.
- Technical documentation, user manuals, CI/CD environment, and server environment details.

Product & Development

- Code structure overview, including deployment process, staging vs. production, and current feature roadmap.
- Introduction to key technical contractors or development teams.

Customer Management

- Overview of support workflows, onboarding funnels, CRM tagging logic, retention triggers.
- Helpdesk, FAQ center, and chatbot setup (if applicable).

Sales & Marketing

- Review of prior paid campaigns, ad creative performance, CPL benchmarks.
- Overview of affiliate, influencer, and co-marketing programs.

IV. Introductions to Customers, Vendors, and Partners

Warm Hand-Offs

Personalized email intros or co-hosted calls for at least:

- Top 10 active customers or enterprise accounts
- Strategic vendors (e.g., developers, writers, designers)
- Key affiliates and ad network partners
- Transfer admin-level access to review portals (e.g., G2, Trustpilot)
- Seller to manage user-facing messaging or FAQs related to the transition if requested

Reputation Transfer

- Transfer of admin-level access to review platforms (e.g., TrustPilot, G2, BBB)
- Seller will manage user-facing messaging about the ownership transition, if requested
- Optional joint press release or messaging (subject to Buyer approval)

V. Ongoing Technical Support (Optional Extension Terms)

- Hourly Support Rate (Post Initial Period): **\$[Insert Rate]** per hour
- Minimum Commitment: **[Optional]**
- **Scope:** Technical bug resolution, urgent fixes, or advisory support
- **Format:** Prepaid retainer or as-needed invoice billing

VI. Meeting and Communication

- Weekly strategy syncs with Buyer via Zoom, Meet, or Slack Huddle.
- Seller shall provide post-call summaries covering open questions and action items.
- Seller to maintain 48-hour response window for ad hoc questions via Slack or messaging.

VI. Knowledge Base and Documentation Access

- Seller to transfer archive of documentation via Google Drive, Notion, Dropbox, or equivalent
- Includes: product decks, prior investment or pitch materials, past campaign assets, key customer comms
- Seller affirms that historical materials are materially complete and accurate to the best of their knowledge

VII. Optional Advisory Role (Post Transition)

If mutually agreed, Seller may serve in a non-operational advisory role for up to twelve (12) months following the Transition Period:

- Scope may include strategic input, merger preparation, product planning, or marketing strategy.
- Seller may be invited to monthly Zoom calls and provided with summary performance updates (e.g., MRR, churn, CAC).
- Seller shall have no operational or fiduciary authority unless separately contracted.
- If advisory support is extended, a monthly stipend or equity incentive may be negotiated in good faith.

VIII. Ongoing Technical Support (Optional)

- Rate: \$[Insert Hourly Rate]
- Format: Prepaid retainer or as-needed invoice billing
- Scope: Bug resolution, urgent patches, dev advisory, API integration updates
- Seller not required to offer post-Transition support unless specifically engaged

IX. Additional Support Commitments

- **No Sabotage Clause:** Seller agrees not to interfere with or disrupt Buyer operations, customers, or vendors
- **Co-Branding Grace Period** (if applicable): Seller branding may temporarily remain during transition period, upon mutual agreement
- Seller agrees to act in good faith to preserve continuity of relationships and public brand reputation

X. Failure to Perform

Nonperformance of Sections I–VI constitutes a breach under Section VI of the Agreement and may result in payment deferral, arbitration, or clawback of deferred comp

EXHIBIT C – SELLER EARNOUT SCHEDULE

To the AJ-Invest Asset Purchase and Partnership Agreement

Pursuant to Section 6 of the Agreement, Seller shall be eligible to receive performance-based milestone compensation (“Earn-Out”) following the Closing, subject to the verified achievement of specific financial and operational targets during the post-acquisition period (the “Earn-Out Period”).

I. Earn-Out Period

- Commencement: The Earn-Out Period shall commence on the Closing Date.
- Duration: The Earn-Out Period shall continue for a period of [12 or 18 or 24] months, as mutually agreed in writing.
- Payment Frequency: Earn-Out payments shall be calculated quarterly and disbursed within sixty (60) days following the end of each quarter, subject to performance validation.

II. Performance Milestones

Earn-Out payments shall be made based on the achievement of the following performance milestones:

Milestone Category	Target	Earn-Out Amount	Timing
Monthly Recurring Revenue (MRR)	MRR reaches or exceeds \$[Target]	[\$Amount]	Quarterly
Customer Retention / Churn	Churn maintained below X%	[\$Amount]	Quarterly
Active User Growth	+ XX% vs baseline	[\$Amount]	Quarterly
Gross Revenue	Cumulative gross revenue exceeds \$[Target]	[\$Amount]	One-time
Net Profit / EBITDA	Profit margin ≥ [X]% or EBITDA ≥ \$[Amount]	[\$Amount]	Annually

Note: All targets shall be verified using supporting documentation, including but not limited to Stripe, PayPal, Shopify, bank exports, Google Analytics, and CRM platform reports. Seller shall cooperate with Buyer in providing any clarifying data as reasonably requested.

III. Earn-Out Cap

- The total cumulative Earn-Out payable to Seller shall not exceed \$[Insert Cap] or [3x trailing 12-month EBITDA], unless otherwise agreed in writing.
- Upon reaching this cap, no further Earn-Out payments shall be owed.

IV. Reporting & Verification

Buyer shall provide the Seller with quarterly performance summaries including:

- Monthly Recurring Revenue (MRR) and Annual Recurring Revenue (ARR)
- Active user metrics and churn rates
- Gross revenue and net profit reports
- Exported data from CRM, payment processors, and accounting platforms
- Seller may request supporting documentation up to once per calendar quarter, with Buyer allowed a reasonable time to compile and deliver such information.
- Buyer retains sole discretion to validate reported figures, and may adjust earnings calculations for known fraud, chargebacks, or materially abnormal refund activity.

V. Payment Terms

- Form of Payment: ACH, Wire, or PayPal
- Payment Timing: No later than 60 days after quarter-end (subject to metric validation)
- Adjustments: Buyer reserves the right to make reasonable adjustments to Earn-Out payments to account for any refunds, chargebacks, or financial anomalies affecting net performance.
- In the event Seller is in material breach of the Agreement or Transition Support obligations, Buyer may temporarily withhold Earn-Out payments until such breach is resolved in good faith. Such deferral shall not constitute a waiver of Buyer's rights under this Agreement.

VI. Disputes or Clarifications

- In the event of disagreement regarding performance milestones or Earn-Out amounts, the parties shall first attempt good-faith resolution through written dialogue.
- If no resolution is reached within sixty (60) calendar days, either party may initiate binding arbitration under the terms outlined in Section 12 of the main Agreement.

VII. Acceleration Clause (Optional)

If Buyer exits the business before the full Earn-Out term concludes:

- Seller shall be entitled to a prorated payout based on the latest validated performance metrics prior to exit.
- The final calculation shall be made using the most recently available trailing data set and shall not exceed the maximum cap established in Section III.

VIII: Additional Provisions

- Buyer is under no obligation to continue any specific business practices, pricing, personnel, or vendor relationships solely for the purpose of achieving Earn-Out triggers.
- Earn-Outs shall be funded from operating profits or reinvested capital and shall not be construed as guaranteed compensation.
- This Earn-Out Schedule is intended to reward genuine business growth, not passive continuation of status quo operations.

EXHIBIT D – SELLER PARTICIPATION & UPSIDE FORMULA

To the AJ-Invest Asset Purchase and Partnership Agreement

Pursuant to Section 7 of the Agreement, the Seller shall be eligible to participate in the upside of a future exit involving the Business through a one-time equity kicker or resale-based participation model subject to the terms and conditions outlined below

I. Participation Rights

Seller shall receive a one-time participation payment upon a qualifying Exit Event during the Upside Eligibility Period.

- A “Qualifying Exit Event” shall include:
 - A third-party acquisition of the Business (asset or equity sale) resulting in a change of control;
 - A public offering, merger, or strategic consolidation;
 - A transfer to any affiliate of Buyer followed by an external sale within the eligibility period.

II. Upside Eligibility Period

- **Commencement:** The Upside Eligibility Period shall begin on the Closing Date.
- **Duration:** [36/48/60] months following the Closing Date (to be finalized).
- If no Qualifying Exit Event occurs during the Upside Eligibility Period, Seller’s participation rights shall expire automatically, with no further obligation owed by Buyer

III. Seller Upside Participation Formula

The Seller’s Upside Participation shall be calculated as follows:

Upside Payment = (Exit Value – Purchase Price – Transaction Fees) × Seller Participation Percentage

Where:

- **Exit Value** = Gross value of all consideration (cash and non-cash) received by Buyer at Exit, including earn-outs, holdbacks, and deferred amounts;
- **Purchase Price** = Total amounts paid to Seller under Section 2 of the Agreement, including base purchase and Earn-Outs (whether fixed or contingent);
- **Transaction Fees** = Reasonable, customary closing costs borne by Buyer, including broker commissions, legal fees, taxes, and escrow charges;
- **Seller Participation Percentage** = 15%, to be negotiated and inserted in the final version of this Exhibit.

IV. Upside Payment Terms

- **Payment Deadline:** Within 30 business days of Buyer’s receipt of Exit funds
- **Payment Form:** Wire transfer or other agreed-upon method
- **Notification:** Buyer shall notify Seller in writing within 5 business days of entering into a binding agreement for a Qualifying Exit Event.

V. Documentation and Transparency Rights

To support verification of the Upside Payment amount, Seller shall be entitled to receive:

- A copy of the executed Exit agreement (with confidential terms or buyer identity redacted if necessary);
- A detailed calculation sheet outlining the Exit Value, adjustments, and Upside Payment;
- Supporting evidence (e.g., escrow statement, wire confirmation, or bank summary) confirming receipt of Exit proceeds by Buyer.

VI. Payment Limitations & Clarifications

- **Single-Event Limitation:** The Upside Payment is a one-time, non-recurring obligation. No additional equity, royalty, or residual participation rights shall apply after the first qualifying Exit Event.
- **No Compounding or Future Claims:** The Upside Payment shall not accrue interest, nor shall Seller be entitled to any additional payments tied to future performance post-Exit.
- **No Participation Without Exit:** In the absence of a Qualifying Exit Event, no Upside Payment shall be due, and Seller shall retain no economic interest in the Business.

VII. Survivability & Assignment

- This Exhibit shall **survive the Closing Date and any termination** of the broader Agreement remaining enforceable throughout the Upside Eligibility Period.
- These rights shall also **remain binding** in the event of rebranding, restructuring, pivoting, spin-out, or other operational change to the Business, provided the core assets are subsequently sold or monetized in a triggering Exit.
- Seller may assign this right only to a legal heir or corporate successor entity upon written notice to Buyer. No other transfers or sublicensing of participation rights shall be permitted without Buyer's prior written consent.

EXHIBIT E – DUE DILIGENCE CHECKLIST ITEMS REQUESTED

To the AJ-Invest Asset Purchase and Partnership Agreement

Pursuant to the pre-closing requirements outlined in Article III and Section 4 of the Agreement, Seller agrees to provide the following due diligence materials in good faith. All documents shall be delivered in digital format unless otherwise agreed in writing.

Failure to provide materially accurate or complete documentation may result in renegotiation or cancellation of the Agreement under Section VI.

I. Revenue Verification

Entire Life of Business Financial Records

- Monthly profit and loss (P&L) statements covering the entire operational history (preferably from accounting software or CPA-reviewed)
- Exported payment histories from Stripe, PayPal, Shopify, Paddle, or other payment gateways
- Full bank statements for the most recent 24 months verifying deposits from revenue sources

Revenue Source Breakdown

- Share of recurring vs. one-time purchases
- Product-specific or customer-segment breakdowns
- Refund, transaction disputes and chargeback history with monthly totals

Subscription Metrics

- Monthly Recurring Revenue (MRR) and Annual Recurring Revenue (ARR) trends
- Churn rate (voluntary and involuntary, if tracked)
- Customer Acquisition Cost (CAC), Lifetime Value (LTV), and Average Revenue Per User (ARPU)
- Exported or screenshot data from SaaS analytics platforms (e.g., ProfitWell, ChartMogul, Baremetrics)

II. Traffic & Platform Analytics

Website & Traffic Data

- Read-only or screenshot access to Google Analytics and Google Search Console (covering 12–36 months)
- Top-performing pages, bounce rates, device mix, and session durations

SEO & Search Performance

- Domain authority and backlink profile (via Ahrefs, SEMrush, Moz, or equivalent)
- Organic keyword rankings and search trend analysis

Traffic Source Attribution

- Breakdown by source (organic, paid, referral, direct, social)
- Geographic traffic distribution
- Top referral URLs, UTM parameters, and advertising channel results

III. Technology Infrastructure & Product

Codebase and Repositories

- Read-only access to current repositories (GitHub, GitLab, Bitbucket, etc.)
- Technical documentation, API references, and integration specs

Hosting & DevOps Architecture

- Hosting provider details and server credentials
- Deployment process documentation and error log summaries
- Description of staging vs. production environments

Product Roadmap

- Upcoming features, backlog items, and sprint board
- Current development cycle status
- Known bugs, technical debt, or deferred fixes

IV. Customer, Operations and Market

Customer & Transaction Data

- Anonymized customer list with purchase history, LTV, and region
- Overview of Customer Relationship Management (CRM) platform(s) in use
- Lead qualification processes, sales pipelines, and onboarding flows

Support Systems & Engagement

- Ticketing system exports (e.g., Zendesk, Freshdesk)
- Average response and resolution times
- Internal documentation, FAQs, and support macros/SOPs

Competitive Positioning

- List of primary competitors
- Pricing comparisons and feature differentiators
- Seller insights into market niche, threats, and positioning

V. Legal, IP & Ownership

Domain Ownership

- WHOIS or registrar confirmation

Business Entity Details

- LLC or corporate registration docs (if any)
- Ownership cap table (if applicable)

Contracts & Liabilities

- Key vendor contracts (with termination clauses)
- Affiliate or ad network agreements
- Outstanding loans or litigation claims (if any)

IP Rights

- Registered trademarks and associated filings (USPTO, WIPO)
- Copyright claims for proprietary content or software
- Licensing documentation for all third-party plugins, assets, and dependencies

VI. Team & Contributors

1. List of Contractors / Employees

- Current contractors, freelancers, and employees with roles and compensation rates.
- Copies of signed NDAs, IP assignments, or non-competes (where applicable).

2. Team Handoff Plan

- Seller's role post-close.
- Recommendations for retaining or replacing key roles.

VII. Additional Disclosures & Representations

To ensure a full understanding of the financial and operational stability of the Business, Seller makes the following disclosures and agrees to furnish supporting documentation upon request:

1. Revenue Integrity Statement

All financial representations made by Seller are materially complete and accurate. No material facts have been omitted that would make such statements misleading.

2. Promotional Activity Disclosure

Any past lifetime deals, viral campaigns, or large one-time sales events (e.g., AppSumo) that could distort ongoing MRR or user count trends have been disclosed.

3. Risk Disclosure Requirement

Seller affirms that no known adverse conditions have been withheld, including but not limited to platform policy violations, major refund exposure, technical vulnerabilities, or undisclosed third-party disputes.

4. Sales Volatility Clarification

Seller shall provide written explanations for any monthly revenue fluctuations exceeding $\pm 25\%$ over the last 24 months.

VIII. Buyer Rights & Remedies

- Buyer reserves the right to request additional data or clarification at any point during the diligence period.
- Should Seller fail to disclose material adverse information or knowingly misrepresent facts, Buyer may exercise the remedies outlined in Section VI of the Agreement, including deal renegotiation, termination, or escrow withholding.

EXHIBIT F – PROMISSORY NOTE / SELLER FINANCE TERMS

To the AJ-Invest Asset Purchase and Partnership Agreement

This Promissory Note (“Note”) is issued pursuant to the AJ-Invest Asset Purchase and Partnership Agreement dated [Insert Effective Date] (the “Agreement”) between AJ-Invest, LLC (“Buyer”) and [Seller Name] (“Seller”).

I. Principal Amount and Terms

- Principal Amount: \$[Insert Amount Financed]
- Interest Rate: [X.XX]% per annum, simple interest
- Term: [12/24/36] months from Closing Date
- Start Date: [Insert Date]
- Maturity Date: [Insert Date]

II. Repayment Schedule

- Monthly Payments: \$[Insert Monthly Amount], due on the [1st/15th] of each month
- First Payment Due: [Insert Date]
- Grace Period: 10 business days after each due date
- Early Payment: Permitted without penalty

III. Deferred Payment Option

- Buyer shall have the option to defer payments for the first [3/6] months (“Deferral Period”), during which interest shall accrue.
- Deferred interest shall be added to the principal and amortized over the remaining loan term.

IV. Security and Collateral

- This Note shall be unsecured, or
- [Optional:] Secured by a first-position lien on the acquired domain(s), codebase, or payment processor rights until paid in full.

V. Default Provisions

A default shall occur if:

- Buyer fails to make payment within 60 business days of due date
- Buyer declares bankruptcy or enters insolvency proceedings
- Buyer breaches the Agreement and fails to cure within 60 days after written notice

Upon default, the full remaining principal plus accrued interest shall become immediately due and payable, and Seller may seek collection remedies as permitted by law.

VI. Assignment and Transfer

- Buyer may not assign this Note without Seller’s written consent.
- Seller may assign rights to payment upon notice to Buyer.

VII. Governing Law and Jurisdiction

- This Note shall be governed by the laws of the State of California.
- Any disputes shall be resolved via binding arbitration in San Diego County, CA.

VIII. Miscellaneous

- All payments shall be made via Automated Clearing House (ACH) or wire transfer to Seller's designated account
- Partial invalidity of any provision shall not affect the remainder of this Note
- This Note may be amended only in writing signed by both parties

Deferred Buyout Option.

Buyer may initiate a full deferred purchase of the Business on new installment terms, subject to mutual agreement and attached addendum.

IN WITNESS WHEREOF, the undersigned have executed this Promissory Note as of the Effective Date referenced within the agreement.

Buyer:

AJ-Invest, LLC

By: Ray Upton, CEO

Signature: _____

Date: _____

Seller:

[Seller Name]

Signature: _____

Date: _____

EXHIBIT G – MUTUAL NON-COMPETE & NON-SOLICITATION ADDENDUM

To the AJ-Invest Asset Purchase and Partnership Agreement

This Mutual Non-Compete and Non-Solicitation Addendum (“Addendum”) is entered into pursuant to Section 8 of the Asset Purchase and Partnership Agreement (the “Agreement”) between AJ-Invest, LLC (“Buyer”) and [Seller Name] (“Seller”), dated [Insert Effective Date]. The intent is to preserve the business’s goodwill and prevent post-close interference.

I. Non-Compete Obligations

1.1 Seller Restrictions

For a period of 36 months following the Closing Date, Seller agrees not to:

- Directly or indirectly own, operate, invest in, advise, or consult for any business that competes with the acquired Business within the same product niche or digital category (the “Restricted Business”).
- Launch or relaunch a similar business under a different brand or domain serving the same customer base, unless explicitly approved by Buyer in writing.

Carveouts:

- Passive investments <5% in public companies
- Speaking, consulting, or educational roles that do not involve launching or advising a direct competitor

1.2 Buyer Restrictions (Optional, if mutual clause desired)

Buyer agrees not to intentionally replicate Seller’s prior non-competing business ventures or proprietary concepts that are unrelated to the acquired Business.

II. Non-Solicitation Obligations

2.1 Customer and Partner Non-Solicitation

Seller agrees that for a period of 36 months following Closing, they shall not:

- Solicit, contact, or attempt to divert any customers, partners, or vendors of the Business that were active within the 36 months prior to Closing.
- Interfere with or attempt to modify any existing contractual or strategic relationships held by the Business.

2.2 Employee and Contractor Non-Solicitation

Seller agrees that for a period of 36 months, they shall not:

- Hire or recruit any current employees, independent contractors, or advisors engaged by the Business during the 24 months prior to Closing.
- Encourage such individuals to leave their engagement or employment with Buyer.

2.3 Mutual Courtesy Clause (Optional)

Both parties agree to avoid negative public commentary or reputational harm directed at each other or at the Business post-sale.

III. Geographic Scope

- These restrictions apply globally, as the Business is digital in nature and accessible online across international markets.

IV. Enforcement & Relief

- Breach of this Exhibit shall constitute a material breach of the Agreement.
- Buyer may seek injunctive relief, specific performance, or liquidated damages in the amount of \$[Insert, optional] if competitive harm is substantiated.
- Arbitration under Section 12 governs any disputes.

VI. Governing Law and Duration

- This Addendum shall be governed by the laws of the State of California and shall survive for 36 months following the Closing Date.
- Disputes shall be resolved via arbitration per the Agreement's terms in San Diego County, CA.

IN WITNESS WHEREOF, the parties have executed this Non-Compete & Non-Solicitation Addendum as of the Effective Date within the Agreement.

Buyer:

AJ-Invest, LLC

By: Ray Upton, CEO

Signature: _____

Date: _____

Seller:

[Seller Name]

Signature: _____

Date: _____