UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **September 4, 2020**

Verb Technology Company, Inc.

(Exact Name of Registrant as Specified in Charter)

Nevada	**001-38834**	**90-1118043**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2210 Newport Boulevard, Suite 200 Newport Beach, California	**92663**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's Telephone Number, Including Area Code: **(855) 250-2300**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.0001	VERB	The Nasdaq Stock Market LLC
Common Stock Purchase Warrants	VERBW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company [ ]

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. [ ]

Item 1.01 Entry into a Material Definitive Agreement.

Membership Interest Purchase Agreement

On September 4, 2020, Verb Acquisition Co., LLC ("Verb Acquisition"), a subsidiary of Verb Technology Company, Inc. (the "Company"), entered into a Membership Interest Purchase Agreement (the "Purchase Agreement") with Ascend Certification, LLC, dba SoloFire ("SoloFire"), the sellers party thereto (collectively, the "Sellers"), and Steve Deverall, solely in his capacity as the seller representative, under which Sellers agreed to sell their entire interest in SoloFire, representing all of the outstanding limited liability company membership interests of SoloFire, to Verb Acquisition for a base purchase price of $5,700,000 less an aggregate of $517,750 in certain adjustments, subject to certain potential post-closing working capital adjustments, payable in a $1,982,250 Promissory Note (as defined below) and an aggregate $3,200,000 of Verb Acquisition's class B units (the "Class B Units").

The transactions contemplated by the Purchase Agreement (the "Transactions") closed on September 4, 2020 (the "Closing"). At the Closing, Verb Acquisition issued an aggregate 2,642,159 Class B Units to Sellers, which amount is equal to $3,200,000 divided by the quotient of (i) the sum of the volume weighted average prices of the Company's common stock during the ten (10) consecutive trading day period ending on the trading day immediately preceding the Closing, divided by (ii) ten (10).

The Purchase Agreement also contains customary representations, warranties and covenants, and other terms and conditions.

The Company has determined that the Transactions do not constitute the acquisition of a significant amount of assets, and thus do not trigger a disclosure under Item 2.01 of this Current Report on Form 8-K.

The description of the Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the Purchase Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by this reference.

Promissory Note and Guaranty

On September 4, 2020, Verb Acquisition issued a promissory note (the "Promissory Note") in favor of Steve Deverall, solely in his capacity as the seller representative under the Purchase Agreement, in the principal amount of $1,982,250. The Promissory Note accrues interest at a rate of 0.14% per annum and matures on October 1, 2020. The Promissory Note may be prepaid, at the option of Verb Acquisition, without premium or penalty, at any time. The Promissory Note contains a variety of events of default which are typical for transactions of this type and contains other customary terms and conditions.

On September 4, 2020, the Company entered into a Guaranty of Payment Agreement (the "Guaranty") for the benefit of Steve Deverall, as seller representative. The Guaranty provides for the unconditional guarantee by the Company, and the Company agreed to be liable for, the payment and performance when due of the principal amount of the Promissory Note and the interest thereon. The Guaranty also contains customary representations, warranties and covenants, and other terms and conditions.

The descriptions of the Promissory Note and Guaranty do not purport to be complete and are qualified in their entirety by reference to the Promissory Note and Guaranty, which are filed as Exhibits 10.2 and 10.3, respectively, to this Current Report on Form 8-K and are incorporated herein by this reference.

Exchange Agreement

On September 4, 2020, Verb Acquisition, the Company and the holders of Class B Units entered into an Exchange Agreement (the "Exchange Agreement") under which the parties agreed, from and after the six (6)-month anniversary of the Closing, that each holder of Class B Units shall be entitled to surrender its Class B Units to Verb Acquisition in exchange for shares of the Company's common stock at an exchange rate of one (1) share of the Company's common stock for one (1) Class B Unit.

The Exchange Agreement also contains customary representations, warranties and covenants, and other terms and conditions.

The description of the Exchange Agreement does not purport to be complete and is qualified in its entirety by reference to the Exchange Agreement, which is filed as Exhibit 10.4 to this Current Report on Form 8-K and is incorporated herein by this reference.

Form of Contribution and Exchange Agreement

On September 4, 2020, Verb Acquisition and each Seller entered into a Contribution and Exchange Agreement (the "Contribution and Exchange Agreement") under which, immediately prior to the Closing, each Seller agreed to contribute, transfer and assign to Verb Acquisition all of such Seller's limited liability company membership interests in SoloFire solely in exchange for its share of Class B Units.

The Contribution and Exchange Agreement also contains customary representations, warranties and covenants, and other terms and conditions.

The description of the Contribution and Exchange Agreement does not purport to be complete and is qualified in its entirety by reference to the Exchange Agreement, which is filed as Exhibit 10.5 to this Current Report on Form 8-K and is incorporated herein by this reference.

Amended and Restated Operating Agreement

On September 4, 2020, Verb Acquisition entered into an Amended and Restated Operating Agreement (the "Amended and Restated Operating Agreement") with Sellers. The Amended and Restated Operating Agreement authorizes class A units and Class B Units and contains customary representations, warranties and covenants, and other terms and conditions.

The description of the Amended and Restated Operating Agreement does not purport to be complete and is qualified in its entirety by reference to the Amended and Restated Operating Agreement, which is filed as Exhibit 10.6 to this Current Report on Form 8-K and is incorporated herein by this reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On September 4, 2020, Verb Acquisition issued the Promissory Note to Steve Deverall, as described under Item 1.01 above and incorporated herein by this reference.

On September 4, 2020, the Company entered into the Guaranty for the benefit of Steve Deverall, as described under Item 1.01 above and incorporated herein by this reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Number	Description
10.1	Membership Interest Purchase Agreement, dated September 4, 2020, by and among Verb Acquisition Co., LLC, Ascend Certification, LLC, the sellers party thereto and Steve Deverall, as the seller representative (*)
10.2	Promissory Note dated September 4, 2020 by Verb Acquisition Co., LLC in favor of Steve Deverall (*)
10.3	Guaranty of Payment Agreement dated September 4, 2020 by Verb Technology Company, Inc. for the benefit of Steve Deverall (*)
10.4	Exchange Agreement, dated September 4, 2020, by and among Verb Acquisition Co., LLC, Verb Technology Company, Inc. and the holders of Class B Units party thereto (*)
10.5	Form of Contribution and Exchange Agreement, dated September 4, 2020, by and between Verb Acquisition Co., LLC and the investors party thereto (*)
10.6	Amended and Restated Operating Agreement of Verb Acquisition Co., LLC, dated September 4, 2020, by and among Verb Acquisition Co., LLC and the members party thereto (*)

(*) Filed herewith. The agreement filed as an exhibit to this report contains representations and warranties made by the parties thereto. The assertions embodied in such representations and warranties are not necessarily assertions of fact, but a mechanism for the parties to allocate risk. Accordingly, investors should not rely on the representations and warranties as characterizations of the actual state of facts or for any other purpose at the time they were made or otherwise.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: September 10, 2020

Verb Technology Company, Inc.

By: */s/ Rory J. Cutaia*
Name: Rory J. Cutaia
Title: President and Chief Executive Officer

Exhibit 10.1

Execution Version

MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and among

Verb Acquisition Co., LLC,

the Sellers listed on Annex A,

Steve Deverall, as Seller Representative, and

Ascend Certification, LLC

Dated as of September 4, 2020

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Schedule 5.2(a)(ii)	Tax Treatment Methodology

Disclosure Schedule

Execution Version

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of September 4, 2020, by and among Verb Acquisition Co., LLC, a Nevada limited liability company ("**Buyer**"), Ascend Certification, LLC, a Utah limited liability company (the "**Company**"), the Persons listed on Annex A (individually, "**Seller**" and, collectively, "**Sellers**"), and Steve Deverall solely in his capacity as the Seller Representative (the "**Seller Representative**"). Buyer, the Company, each Seller and Seller Representative may be referred to herein, collectively, as the "**Parties**" and, individually, as a "**Party**."

RECITALS

WHEREAS, Sellers own all of the outstanding limited liability company membership interests in the Company (the "**Company Interests**");

WHEREAS, Sellers desire to sell to Buyer, and Buyer desires to purchase from Sellers, the Company Interests upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, in connection with the Closing, and as an inducement to Buyer and Sellers to enter into this Agreement, Sellers have entered into duly executed contribution and exchange agreements (collectively, the "**Rollover Agreements**") between each such Seller and Buyer, pursuant to which immediately prior to Closing Sellers will contribute certain of their Company Interests (the "**Contributed Interests**") to Buyer in exchange for equity interests in Buyer, which shall be valued at the Membership Interest Rollover Amount (Closing) (as defined below) and be transferred to Sellers at Closing (the "**Membership Interest Rollover**").

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements herein contained, and for other good and valuable consideration (the receipt and legal sufficiency of which are hereby acknowledged), the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
SALE AND PURCHASE OF COMPANY INTERESTS; CLOSING

1.1 Sale and Purchase of Company Interests. Except as otherwise agreed in writing between Sellers and Buyer, upon the terms and subject to the conditions hereof, at the Closing, Sellers shall sell, assign, transfer and deliver to Buyer, and Buyer shall purchase from Sellers, the Company Interests (other than the Contributed Interests) free and clear of all Liens (other than restrictions on transfer under applicable securities Laws) in exchange for consideration in the aggregate amount of Five Million Seven Hundred Dollars ($5,700,000) (the "**Base Purchase Price**"), which shall be adjusted and payable as set forth in Section 1.4(c)(i), and subject to further adjustment pursuant to Section 1.5.

1.2 Pre-Closing. No less than one (1) Business Day prior to the Closing Date, the Company and Sellers shall have delivered to Buyer the following:

(a) pay-off letters duly executed by each Person to whom any Unpaid Company Indebtedness is owed by the Company, including wire transfer instructions for the payment of such Unpaid Company Indebtedness to each such Person and a release of all Liens with respect to such Unpaid Company Indebtedness, effective upon the discharge of such Unpaid Company Indebtedness at the Closing;

(b) wire transfer instructions for the payment and satisfaction of all Unpaid Transaction Expenses owed by the Company to any Person and appropriate documentation for such Unpaid Transaction Expenses;

(c) wire transfer instructions for payment of the Change of Control Payments to the Company, for further payment to the applicable employees of the Company;

(d) wire transfer instructions for payment of the Closing Payment to Sellers; and

(e) the Closing Payment Certificate.

1.3 Location and Date. The consummation of the transactions contemplated pursuant to this Agreement (the "**Closing**") shall take place by remote exchange of signatures and documents on the date hereof (the "**Closing Date**"). To the extent permitted by Law, for Tax and accounting purposes the parties will treat the Closing as being effective as of 12:01 a.m., Pacific Time, on the Closing Date (the "**Effective Time**").

1.4 Closing Deliveries.

(a) Deliveries by the Seller Representative and Sellers. Upon the terms and subject to the conditions contained herein, at the Closing, the Seller Representative or Sellers, as applicable, shall deliver, or cause to be delivered, to Buyer the following:

(i) Membership Interest Assignment Agreement. The Membership Interest Assignment Agreement substantially in the form of Exhibit A assigning and transferring to Buyer all Company Interests (other than the Contributed Interests) to be sold by each Seller (the "**Membership Interest Assignment Agreement**"), duly executed by each Seller;

(ii) Operating Agreement. The Amended and Restated Operating Agreement of Buyer, substantially in the form of Exhibit B (the "**Buyer Operating Agreement**"), duly executed by each Seller;

(iii) Key Employee Agreements and Offer Letters. The employment agreements, substantially in the forms of Exhibit C and Exhibit D (each, a "**Key Employee Agreement**" and collectively, the "**Key Employee Agreements**"), duly executed by Steve Deverall and Dustin Kenyon, respectively, and offer letters of employment duly executed by the other current employees of the Company;

(iv) Rollover Agreements. The Rollover Agreements, duly executed by each Seller;

(v) FIRPTA Certificates and W-9s . A certificate, in form and substance reasonably satisfactory to Buyer, pursuant to Treasury Regulation Section 1.1445-2(b), that Sellers are not foreign persons within the meaning of Section 1445 and Section 1446(f)(2) of the Code, and an executed copy of Internal Revenue Service ("**IRS**") Form W-9 from each Seller; and

(vi) Other Documents. All other certificates, documents, instruments and other items required to be delivered by the Company or any Related Party pursuant to the Transaction Documents or that are reasonably necessary to give effect to the transactions contemplated hereby or thereby or to vest in Buyer good and valid title in and to the Company Interests free and clear of all Liens (other than restrictions on transfer under applicable securities Laws).

(b) Deliveries by the Company. Upon the terms and subject to the conditions contained herein, at the Closing, the Company shall deliver to Buyer the following:

(i) Secretary's Certificates. A certificate executed by the Secretary of the Company as of the Closing Date certifying that attached thereto are (A) a true, complete and correct copy of the Organizational Documents of the Company, as in effect on the Closing Date, and, in the case of Organizational Documents publicly filed in the state of formation of such Person, certified by an appropriate authority of such state, and (B) true, complete and correct copies of resolutions of the members and the manager of the Company authorizing the execution, delivery and performance of the Transaction Documents and the transactions contemplated thereby, which resolutions have not been modified, rescinded or revoked;

(ii) Good Standing Certificates. A certificate issued by the Utah Division of Corporations & Commercial Code and each other jurisdiction in which the Company is qualified to do business, certifying as of a date no more than seven (7) Business Days prior to the Closing Date that the Company is in good standing under the Laws of such jurisdiction;

(iii) Resignations. Letters executed as of the Closing Date by any manager, director, officer or employee (or persons holding comparable positions) of the Company, if and to the extent requested by Buyer, resigning such person's positions as a manager, director, officer or employee (or any comparable position) of the Company;

(iv) Termination of Certain Agreements. Agreements executed as of the Closing Date by any Person who is a Member or an Affiliate of a Member who has an employment agreement, profit sharing agreement, proprietary information and inventions agreement or other agreement with the Company.

(v) Organizational Documents. The organizational record books, minute books, and seal, if any, of the Company; and

(vi) Other Documents. All other certificates, documents, instruments and other items required to be delivered by the Company or any Related Party pursuant to the Transaction Documents or that are reasonably necessary to give effect to the transactions contemplated hereby or thereby or to vest in Buyer good and valid title in and to the Company Interests free and clear of all Liens (other than restrictions on transfer under applicable securities Laws).

(c) Deliveries by Buyer. Upon the terms and subject to the conditions contained herein, at the Closing, Buyer shall pay, deposit or withhold the Base Purchase Price as provided in Section 1.4(c)(i) and shall otherwise deliver to the Seller Representative or, as applicable, Sellers:

(i) Base Purchase Price. At the Closing, the Base Purchase Price shall be payable, in order, as follows:

(A) Buyer shall withhold from the Base Purchase Price and pay directly to the holders of all Unpaid Company Indebtedness, all sums necessary and sufficient to fully pay, discharge and satisfy such Unpaid Company Indebtedness in accordance with the pay-off letters delivered pursuant to Section 1.2(a);

(B) Buyer shall withhold from the Base Purchase Price and pay directly to each Person to whom any Unpaid Transaction Expenses are owed, all sums necessary and sufficient to fully pay, discharge and satisfy all Unpaid Transaction Expenses in accordance with the wire transfer instructions and documentation delivered pursuant to Section 1.2(b);

(C) Buyer shall withhold from the Base Purchase Price and pay directly to the Company an amount equal to $300,000, representing the aggregate amount of the Change of Control Payments, in accordance with the wire transfer instructions delivered pursuant to Section 1.2(c) and then cause the Company to pay the portion of such Change of Control Payments payable to the employee on the Closing Date, in accordance with the Closing Payment Certificate and the Company's normal payroll methodology, to the applicable employee of the Company;

(D) Buyer shall withhold from the Base Purchase Price (1) an amount equal to $175,000, which shall be paid to Ben Mosbarger, Jason Etherington and Nate Babbel as bonus pursuant to the terms of certain offer letters to be entered into as of the date hereof (such amount the "**Offer Letter Payment**"), and (2) an amount equal to $42,750 as employer tax;

(E) Buyer shall withhold from the Base Purchase Price the Membership Interest Rollover Amount (Closing); and

(F) In lieu of a cash payment at Closing, Buyer shall execute and deliver to the Seller Representative for the benefit of Sellers a promissory note in the principal amount in an aggregate sum equal to (1) the remainder of the Base Purchase Price (taking into account the adjustments made pursuant to items (A) through (D) above), minus (2) the Membership Interest Rollover Amount (Closing) (the "**Closing Payment**").

(ii) Operating Agreement. The Buyer Operating Agreement, duly executed by Buyer;

(iii) Key Employee Agreements and Offer Letters. The Key Employee Agreements and offer letters with other current employees of the Company, duly executed by Parent;

(iv) Rollover Agreements. The Rollover Agreements, duly executed by Buyer;

(v) Membership Interest Rollover Consideration. The Membership Interest Rollover Consideration due at the Closing to Sellers; and

(vi) Guaranty of Payment Agreement. That certain Guaranty of Payment Agreement dated of even date herewith by Parent for the benefit of the Seller Representative.

1.5 Post-Closing Purchase Price Adjustment.

(a) Within forty-five (45) calendar days after the Closing Date, Buyer shall prepare and deliver to the Seller Representative an unaudited balance sheet of the Company along with the data and work papers, showing in reasonable detail the Buyer's good faith calculation of the Working Capital as of the Effective Time, together with the amount of the Working Capital Adjustment based thereon (collectively, the "**Final Working Capital Statement**").

(b) If the Seller Representative disputes any matter or item set forth in the Final Working Capital Statement, the Seller Representative may, within thirty (30) days after receipt of the Final Closing Statement, provide to Buyer a written statement of such disputes ("**Notice of Dispute**"). During such thirty (30)-day review period and any period of dispute with respect to the Final Working Capital Statement thereafter, Buyer shall, and shall cause the Company to, (x) provide Seller Representative and his representatives with reasonable access during normal business hours to the Books and Records of the Company and all working papers in the Buyer's or its representative's possession or control for purposes of their review of the Final Working Capital Statement and (y) cooperate reasonably with Seller Representative in connection with such review. Buyer and the Seller Representative shall use good faith efforts to jointly resolve such disputes within thirty (30) days after Buyer's receipt of the Notice of Dispute, which resolution, if achieved, shall be binding upon all Parties to this Agreement and not subject to dispute or judicial review.

(c) If Buyer and the Seller Representative cannot resolve such disputes to their mutual satisfaction within such thirty (30)-day period, Buyer and the Seller Representative shall, within the following ten (10) days, jointly engage the Neutral Accountant to review the Final Working Capital Statement together with the Notice of Dispute and any other relevant documents. The Neutral Accountant shall calculate the Working Capital using the items included in the Final Working Capital Statement that are not disputed by Buyer and the Seller Representative and shall make its own determination of any item that is disputed by Buyer and the Seller Representative, but otherwise in accordance with the provisions of this Agreement; provided, however, that in no event shall any such determination by the Neutral Accountant for any disputed item be outside the range therefor set forth in the Final Working Capital Statement and the written Notice of Dispute. The Neutral Accountant shall not be authorized or permitted to apply any accounting methods, treatments, principles or procedures other than as described in Section 1.5(a). When rendering decisions with respect to items disputed in the Notice of Dispute, the Neutral Accountant will take into consideration both sides of any required accounting entry when resolving such disputed item (e.g., a misclassification of outstanding checks between cash and accounts payable will require adjustment to both accounts, even if cash is the account subject to the Notice of Dispute and accounts payable is not). The Neutral Accountant shall report its conclusions as to such disputes and its determination of the Working Capital and the amount of the Working Capital Adjustment based thereon pursuant to this Section 1.5 no later than thirty (30) days after it is engaged by Buyer and the Seller Representative, which determination shall be conclusive on all Parties to this Agreement and not subject to further dispute or judicial review. A judgment on the determination made by the Neutral Accountant pursuant to this Section 1.5 may be entered in and enforced by any court having jurisdiction. If the Neutral Accountant resolves all of the objections in favor of Buyer, Seller Representative will be responsible for the Neutral Accountant's fees and expenses. If the Neutral Accountant resolves all of the objections in favor of Seller Representative, Buyer will be responsible for the Neutral Accountant's fees and expenses. If the Neutral Accountant resolves some of the objections in favor of each of Buyer and Seller Representative, then each of Buyer, on the one hand, and Seller Representative, on the other hand, shall be responsible for fifty (50%) of the Neutral Accountant's fees and expenses.

(d) At such time as the Working Capital as of the Effective Time is finalized (such amount being the "**Final Working Capital Amount**"), the Base Purchase Price shall be adjusted as follows (and such adjustment shall be referred to herein as the "**Working Capital Adjustment**"):

(i) If the Final Working Capital Amount is less than the Target Working Capital, then the amount of such deficiency shall be payable to Buyer by Seller Representative (on behalf of the Sellers), within three (3) Business Days, after the date of determination of the Final Working Capital Amount in immediately available funds by wire transfer to such bank account as per the written instructions of the Company or Buyer.

(ii) If the Final Working Capital Amount is greater than the Target Working Capital, then Buyer shall, within three (3) Business Days after the date of determination of the Final Working Capital Amount, pay any such excess to the Seller Representative (on behalf of Sellers, in accordance with each Seller's Pro Rata Share), in immediately available funds by wire transfer to such bank account as per the written instructions of the Seller Representative.

(e) The Parties agree that the procedures set forth in this Section 1.5 shall be the sole and exclusive method for resolving any disputes with respect to the determination of the Final Closing Adjustment Statement and the Final Working Capital Amount; provided, however, that this provision shall not prohibit Buyer or the Seller Representative from instituting litigation to enforce the determination of the Neutral Accountant.

1.6 Seller Representative.

(a) By their execution of this Agreement and delivery of their Company Interests and/or their acceptance of any consideration pursuant to this Agreement, Sellers hereby irrevocably appoint the Seller Representative as the representative, attorney-in-fact and agent of Sellers in connection with the transactions contemplated by this Agreement and in any litigation or arbitration involving this Agreement. In connection therewith, the Seller Representative is authorized to do or refrain from doing all further acts and things, and to execute all such documents as the Seller Representative shall deem necessary or appropriate, and shall have the power and authority to, in each case, in the name and on behalf of Sellers:

(i) act for Sellers with regard to all matters pertaining to this Agreement;

(ii) act for Sellers to transact matters of litigation or arbitration with regard to all matters pertaining to this Agreement;

(iii) execute and deliver all amendments, waivers, ancillary agreements, certificates and documents that the Seller Representative deems necessary or appropriate in connection with the consummation of the transactions contemplated by this Agreement (including waiving any closing conditions on behalf of Sellers or deem any closing condition satisfied);

(iv) receive funds, make payments of funds, and give receipts for funds;

(v) do or refrain from doing, on behalf of Sellers, any further act or deed that the Seller Representative deems necessary or appropriate in the Seller Representative's discretion relating to the subject matter of this Agreement as fully and completely as Sellers could do if personally present;

(vi) give and receive all notices required to be given or received by Sellers under this Agreement;

(vii) agree to, negotiate and/or comply with the determination of the Final Working Capital Statement and the Final Working Capital Amount pursuant to Section 1.5;

(viii) agree to, negotiate, enter into settlements and compromises and/or comply with arbitration awards and court Orders with respect to claims for indemnification made by Buyer under Article VI; and

(ix) receive service of process in connection with any claims under this Agreement.

(b) The Seller Representative shall act for Sellers on all of the matters set forth in this Agreement in the manner the Seller Representative believes to be in the best interest of Sellers. The Seller Representative is authorized to act on behalf of Sellers notwithstanding any dispute or disagreement among Sellers. In taking any action as the Seller Representative, the Seller Representative may rely conclusively, without any further inquiry or investigation, upon any certification or confirmation, oral or written, given by any Person whom the Seller Representative reasonably believes to be authorized thereunto.

(c) In the event the Seller Representative becomes unable to perform the Seller Representative's responsibilities hereunder, Sellers (acting by a written instrument signed by Sellers who held, as of immediately prior to the Closing, a majority (by voting power) of the then outstanding Company Interests) shall select another representative to fill the vacancy of the Seller Representative, and such substituted representative shall be deemed to be the Seller Representative for all purposes of this Agreement. The Seller Representative shall provide Buyer prompt written notice of any replacement of the Seller Representative, including the identity and address of the new Seller Representative. Upon any replacement of the Seller Representative, if requested by Buyer, the substitute Seller Representative shall execute a confidentiality agreement in connection with such appointment.

(d) For all purposes of this Agreement:

(i) Buyer shall be entitled to rely conclusively on the instructions and decisions of the Seller Representative as to the settlement of any disputes or claims under this Agreement, or any other actions required or permitted to be taken by the Seller Representative hereunder, and no Party shall have any cause of action against Buyer for any action taken by Buyer in reliance upon the instructions or decisions of the Seller Representative;

(ii) the provisions of this Section 1.6 are independent and severable, are irrevocable and coupled with an interest and shall be enforceable notwithstanding any rights or remedies that any Seller may have in connection with the transactions contemplated by this Agreement; and

(iii) this Section 1.6 shall be binding upon the executors, heirs, legal representatives, personal representatives, successor trustees, assignees and successors of each Seller, and any references in this Agreement to a Seller shall mean and include the successors to the rights of each applicable Seller hereunder, whether pursuant to testamentary disposition, the Laws of descent and distribution or otherwise.

(e) Sellers agree that the Seller Representative shall not be liable for any Damages while acting in good faith and in the exercise of its reasonable judgment and arising out of or in connection with the acceptance or administration of its duties under this Agreement.

1.7 Withholding Taxes. Buyer (and its Affiliates) shall be entitled to deduct and withhold from amounts otherwise payable by it pursuant to this Agreement to any Person, such Taxes as it is required to deduct and withhold with respect to the making of such payment under the Code, or any provision of state, local or foreign Tax Law, and to collect any necessary Tax forms, including Forms W-8 or W-9, as applicable, or any similar information, from Sellers and any other recipients of payments hereunder. Before making any such deduction or withholding from amounts otherwise payable pursuant to this Agreement (other than with respect to amounts treated as compensation and subject to payroll withholding), Buyer shall use commercially reasonable efforts to provide any Person on behalf of which such deduction or withholding is proposed to be made five (5)-days advance written notice of the intention to make such deduction or withholding, which notice shall include the basis for the proposed deduction or withholding under applicable Law and Buyer will reasonably cooperate with any reasonable request from such Person to obtain reduction of or relief from such deduction or withholding. In the event that any amount is so deducted, withheld and remitted to the appropriate Governmental Authority, such amount will be treated for all purposes of this Agreement as having been paid to the Person to whom the payment from which such amount was withheld was made.

1.8 Post-Closing Payments and Withholding. On or before October 5, 2020, Buyer shall cause the Company to pay (i) the Offer Letter Payment and the Change of Control Payments to Dustin Kenyon, Ben Mosbarger, Jason Etherington and Nate Babbel, as applicable (subject to any withholding taxes under applicable law thereon), and (ii) any applicable withholding taxes arising from the receipt by Ben Mosbarger, Jason Etherington and Nate Babbel of their pro rata portion of the Membership Interest Rollover Amounts (Closing), or the equity granted to them in the Company that they are exchanging for such rollover amounts (the "**Equity Compensation**"), in each case in accordance with the Company's normal payroll practice. Buyer shall cause the Company to remit any such withholding taxes to the appropriate Governmental Authority. Notwithstanding any other provision herein to the contrary, Buyer shall indemnify and hold harmless the Company and the Sellers for any failure by the Company to properly withhold taxes attributable to Offer Letter Payment, the Change of Control Payment, and the Equity Compensation.

ARTICLE II
REPRESENTATIONS AND WARRANTIES
OF THE COMPANY

To induce Buyer to enter into the Transaction Documents and consummate the transactions contemplated thereby, the Company makes the following representations and warranties to Buyer as of the date of this Agreement, except as disclosed by the Company in the written Disclosure Schedule provided to Buyer dated the date of this Agreement (the "**Disclosure Schedule**"), which shall be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in this Article II.

2.1 Due Organization; Power; Subsidiaries. The Company is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Utah. Section 2.1 of the Disclosure Schedule sets forth a correct and complete list of (a) any name under which the Company has done, or is doing, business and (b) each jurisdiction in which the Company is qualified to do business. The Company has all necessary limited liability company power and authority to carry on its business as is currently conducted. The Company is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the operation of its business as currently conducted makes such licensing or qualification necessary, except where the failure to be registered or qualified can be cured without material cost or expense and would not have a Material Adverse Effect on the Company. The Company does not own or have any interest in any shares or have any ownership interest in any other Person.

2.2 Authorization; No Conflict.

(a) The Company has full limited liability company power and authority to enter into this Agreement and the Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Company of this Agreement and the Transaction Documents to which it is a party, the performance by the Company of its obligations hereunder and thereunder and the consummation by the Company of the transactions contemplated hereby and thereby have been duly authorized by all requisite limited liability company action on the part of the Company, and (assuming due authorization, execution and delivery by Buyer) constitutes, or upon such delivery constitutes, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity) (the "**Enforcement Exceptions**").

(b) Except as set forth on Section 2.2(b) of the Disclosure Schedule, the execution, delivery and performance of the Transaction Documents by the Company, and the consummation of the transactions contemplated thereby, do not and will not, with or without notice, lapse of time or both: (i) conflict with or result in a breach or violation of the Organizational Documents of the Company; (ii) violate any law to which the Company or any assets owned or used by the Company is subject; (iii) require any consent, waiver, approval, declaration or authorization of, or notice to or filing with, any Governmental Authority; (iv) result in the imposition of any Lien upon any asset owned or used by the Company; or (v) violate, conflict with, result in a breach of, constitute a default under, result in the acceleration of or give any Person the right to accelerate the maturity or performance of, or to cancel, terminate, modify or exercise any remedy under, result in any loss of benefit under or require any consent, waiver, approval, notice, filing, declaration or authorization under, any Material Contract or Material Permit to which the Company is a party or by which the Company is bound or to which any asset of the Company is subject or under which the Company has any rights or the performance of which is guaranteed by the Company.

2.3 Capitalization.

(a) Section 2.3(a) of the Disclosure Schedule sets forth a correct and complete list of (i) the limited liability company interests of the Company, and (ii) the number (and class) of issued and outstanding limited liability company interests or other equity securities of the Company and all holders thereof. All outstanding limited liability company interests of the Company have been duly authorized and validly issued, are fully paid and nonassessable, were offered, issued, sold and delivered in compliance with all applicable Laws governing the issuance of securities and were not issued in violation of (or subject to) any preemptive rights (including any preemptive rights set forth in the Organizational Documents of the Company), rights of first refusal or similar rights. Except as set forth on Section 2.3(a) of the Disclosure Schedule, there are no options, warrants, equity securities, calls, rights, commitments or agreements to which the Company is a party or by which the Company is bound obligating the Company to issue, exchange, transfer, deliver or sell, or cause to be issued, exchanged, transferred, delivered or sold, additional limited liability company interests or other Equity Interests of the Company or any security or rights convertible into or exchangeable or exercisable for any such limited liability company interests or other Equity Interests.

(b) The Company is not a participant in any joint venture, partnership, limited liability company, trust, association or other non-corporate entity.

2.4 Financial Statements.

(a) Attached to Section 2.4(a) of the Disclosure Schedule are true, correct and complete copies of the following (collectively, the "**Financial Statements**"): (i) the Company's unaudited financial statements consisting of the balance sheet as of December 31 in each of the years 2019 and 2018 and the related statements of income, statements of members' equity and statements of cash flows and for the years then ended, respectively; and (ii) the Company's unaudited balance sheet as of June 30, 2020 (the "**Interim Balance Sheet**" and the date thereof, the "**Interim Balance Sheet Date**") and the related statement of income and statement of cash flows for the six (6) months then ended. Each of the Financial Statements have been prepared from, and are in accordance with the Books and Records of the Company, are true and correct in all material respects, and such Financial Statements fairly present in all material respects the financial condition of the Company as of the respective dates they were prepared and the results of the operations of the Company for the periods indicated, and were prepared in accordance with the Company's past practices.

(b) The Company is not liable for or subject to any Liability that is required by GAAP to be reflected or reserved against in a balance sheet, except for (i) Liabilities reflected on the Interim Balance Sheet and not previously paid or discharged, (ii) Liabilities incurred since the Interim Balance Sheet Date in the ordinary course of business, (iii) Liabilities that are not material in amount, (iv) forward-looking obligations to be performed after the Closing under any Contracts of the Company, (v) those Liabilities incurred in connection with this Agreement and the consummation of the transactions contemplated hereby, and (vi) those Liabilities set forth on Section 2.4(b) of the Disclosure Schedule.

(c) The Company has (i) properly and validly obtained and has complied with all applicable Laws with respect to its PPP Loan (the "**Company PPP Loan**"), and (ii) properly utilized (and documented the utilization of) the proceeds from the Company PPP Loan in accordance with all applicable Laws.

2.5 Absence of Changes. Except as set forth on Section 2.5 of the Disclosure Schedule, since the Interim Balance Sheet Date, the Company has conducted its business only in the Ordinary Course of Business, and there has not been, with respect to the Company, any:

(a) changes in the Company's equity securities;

(b) grant of any option or right to purchase or obtain (including upon conversion, exchange or exercise) any of the Company's equity securities;

(c) issuance of any security convertible into equity securities of the Company;

(d) grant of any registration or similar rights with respect to the equity securities of the Company;

(e) purchase, redemption, retirement or other acquisition by the Company of any of its securities;

(f) declaration or payment of any dividend or other distribution in respect of the Company's equity securities;

(g) amendment to the Company LLC Agreement;

(h) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of the Company's employees, officers, directors, independent contractors or consultants, other than in the Ordinary Course of Business or as provided for in any written agreement or Benefit Plan or as required by applicable Law;

(i) material change in the terms of employment for any employee of the Company or any termination of any employees of the Company other than in the Ordinary Course of Business or as provided for in any written agreement (including this Agreement) or Benefit Plan or as required by applicable Law;

(j) action to accelerate the vesting or payment of any compensation or benefit for any employee, officer, director, independent contractor or consultant of the Company other than in the Ordinary Course of Business or as provided for in any written agreement (including this Agreement) or Benefit Plan or as required by applicable Law;

(k) adoption, modification, or termination of any employment, severance, retention or similar Contract or agreement with any current or former director, officer (or individual holding similar authority) or employee of the Company, other than in the Ordinary Course of Business or as provided for in any written agreement or as required by applicable Law;

(l) adoption, modification or termination of any Benefit Plan, other than as required by applicable Law or any existing Benefit Plan or this Agreement, or collective bargaining or other agreement by the Company, in each case, with a union, works council or labor organization;

(m) material damage to or destruction or loss of any material asset or property of the Company, whether or not covered by insurance;

(n) material change in the Company's cash management practices, accounting methods or accounting practices;

(o) material asset of the Company sold, disposed of, leased, licensed, assigned or transferred, except in the Ordinary Course of Business;

(p) entry by the Company into any Contract that would constitute a Material Contract;

(q) incurrence, assumption or guarantee by the Company of any Indebtedness except unsecured current obligations and Liabilities incurred in the Ordinary Course of Business;

(r) cancellation of any material debts or entitlements;

(s) transfer, assignment or grant by the Company, outside the Ordinary Course of Business, of any license or sublicense of any material rights under or with respect to any Intellectual Property;

(t) capital investment by the Company in, or any loan by the Company to, any other Person;

(u) acceleration, termination, material modification to or cancellation of any Material Contract;

(v) material capital expenditures by the Company, or commitment to make the same;

(w) entry into a new line of business or abandonment or discontinuance of existing lines of business by the Company;

(x) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of bankruptcy or insolvency Law or consent to the filing of any bankruptcy petition against it under any similar Law, in each case by the Company;

(y) purchase, lease or other acquisition by the Company of the right to own, use or lease any property or assets for an amount in excess of $25,000, individually (in the case of a lease, per annum) or $50,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of inventory or supplies in the Ordinary Course of Business;

(z) acquisition by merger or consolidation with, or by purchase of a substantial portion of the assets or equity securities of, or by any other manner, any business or any Person, or any division thereof, by the Company;

(aa) action by the Company to change or rescind any Tax election, or amend any Tax Return that would have the effect of increasing the Tax Liability or reducing any Tax asset of the Buyer or the Company in respect of any post-Closing Tax period;

(bb) promotional, sales or discount or other activity that are or were intended to have the effect of accelerating sales prior to the Closing that would have otherwise been expected to occur subsequent to the Closing; or

(cc) contract to do any of the foregoing, or any action or omission that would result in any of the foregoing, in each case by the Company.

2.6 Real Property; Encumbrances.

(a) The Company does not own any Real Property.

(b) Section 2.6(b) of the Disclosure Schedule sets forth a correct and complete listing of all Company Leased Real Property. The Company has a valid leasehold interest to the leasehold estate in the Company Leased Real Property granted to the Company pursuant to the applicable Real Property Lease (subject to Permitted Liens). Except as set forth on Section 2.6(b) of the Disclosure Schedule, there are no parties other than the Company in possession of any portion of the Company Leased Real Property, and, to the knowledge of the Company, no Contract grants any Person the right of use or occupancy of any portion of the Company Leased Real Property (other than common areas pursuant to the terms of the Real Property Leases).

(c) To the knowledge of the Company, there are no pending or threatened condemnation proceedings, lawsuits or administrative actions relating to any portion of the Company Leased Real Property.

2.7 Assets. The Company has good and valid title to, or a valid leasehold interest in, all of the Assets, free and clear of all Liens (other than Permitted Liens). To the knowledge of the Company, all buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible Assets owned or used by the Company are (and with due consideration for reasonable wear and tear and the age of each specific Asset), structurally sound, in good operating condition and repair and adequate for the uses to which they are being put and none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other tangible Assets (whether owned, leased or licensed) is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. All tangible Assets are located on the Company Leased Real Property or sites controlled by the Company's customers pursuant to Government Contracts.

2.8 Taxes. Except as set forth on Section 2.8 of the Disclosure Schedule:

(a) Since the date of its formation, the Company has been properly treated as a partnership under Treasury Regulation Section 301.7701-3(b)(1)(i) for U.S. federal Income Tax purposes and no election has been made to treat the Company as an association taxable as a corporation for U.S. federal Income Tax purposes under Treasury Regulation Section 301.7701-3(c).

(b) All Income Tax Returns and other material Tax Returns required to be filed on or before the Closing Date by the Company (taking into account applicable extensions) have been, or will be, timely filed, and the Company has timely paid, or will pay, all Taxes due and payable by it (whether or not shown thereon as owing). All Taxes with respect to periods ending on or prior to the Closing Date that are not yet due and payable have been accrued and adequate reserves therefor have been established on the balance sheet. All such Tax Returns referenced in this Section 2.8(b) are correct and complete in all material respects and were prepared in substantial compliance with all applicable laws. The Company currently is not the beneficiary of any extension of time within which to file any Tax Return. Sellers have made available to Buyer true, correct and complete copies of all federal and state income Tax Returns of the Company for the prior five (5) Tax years.

(c) The Company (i) has withheld and paid (to the appropriate Governmental Authorities) all Taxes required by Law to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, member, or other party and (ii) has complied with all related information reporting requirements.

(d) The Company is not a party to or bound by any Tax indemnity, Tax sharing, Tax allocation or similar agreement, other than any Commercial Tax Agreement. The Company is not and has not been a member of an affiliated, combined, consolidated or unitary Tax group for Tax purposes. The Company has no liability for Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any corresponding provision of state, local or foreign Tax Law) as transferee, by contract (other than pursuant to a Commercial Tax Agreement) or as a successor.

(e) The Company has not executed or entered into a closing agreement pursuant to Section 7121 of the Code (or any similar provisions of foreign, state or local Law) which would apply to any tax period of the Company ending after the Closing Date. The Company has not received any private letter ruling of the IRS or comparable rulings of any other Governmental Authority which would apply to any tax period of the Company ending after the Closing Date (and no request for any such ruling is currently pending). No power of attorney that currently is in effect has been granted by the Company with respect to any Tax matter.

(f) The Company does not currently have, and has never had, a permanent establishment (as defined by applicable tax treaty) and is not subject to Tax in any foreign country.

(g) There are no Liens for Taxes upon the assets of the Company other than statutory Liens for Taxes that are not yet due and payable.

(h) The Company is not (and has not been) a party to any joint venture, partnership or other arrangement, agreement or contract that could be treated as a partnership for Tax purposes. The Company has not issued any "profits interest" in the Company, as that term is defined in Revenue Procedure 93-27, 1993-2 C.B. 343, as clarified by Revenue Procedure 2001-43, 2001-2 C.B. 191.

(i) The Company has not participated in any "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(1).

(j) The Company (i) uses the cash method of accounting for Income Tax purposes, (ii) has elected to amortize the start-up expenses of the Company under Code Section 195 ratably over a period of 180 months as permitted by Code Section 195(b), and (iii) has elected to amortize the organization expenses of the Company under Code Section 709 ratably as permitted by Code Section 709(b).

(k) The Company will not be required to include any material item of income in, or to exclude any material item of deduction from, taxable income in any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting or use of an improper method of accounting or (ii) closing agreement made prior to the Closing Date.

(l) The Company (i) has not made any election under Partnership Audit Provisions to have them apply to the Company with respect to any period (or portion thereof) before January 1, 2018, and (ii) has not made any election to opt out of the Partnership Audit Provisions with respect to any period (or portion thereof) after December 31, 2017.

(m) The Company has not (i) applied for loan forgiveness pursuant to Section 1106 of the CARES Act, (ii) deferred payment of any payroll Taxes pursuant to Section 2302 of the CARES Act, (iii) claimed the employee retention credit pursuant to Section 2301 of the CARES Act or other credit pursuant to any COVID-19 Law, or (iv) amended any income tax return for a taxable year prior to 2020 in order to carry back a net operating loss to such year.

2.9 Employee Benefit Plans.

(a) Section 2.9(a) of the Disclosure Schedule contains a correct and complete list of all Company Benefit Plans and Company Benefit Arrangements. The Company has provided to Buyer complete and correct copies of the following documents with respect to each Company Benefit Plan and Company Benefit Arrangement, to the extent applicable: (i) all plan documents, and written descriptions of all non-written agreements relating to any such plan or arrangement; (ii) the most recent Form 5500, including all schedules thereto, annual report, financial statements and any related actuarial reports; (iii) the most recent summary plan description and summaries of material modifications thereto; (iv) all material and non-routine communications received from the IRS, Department of Labor, or any other Governmental Authority on or after January 1, 2016; (vi) the most recent determination letter received from the IRS, as applicable, and (vii) the most recent employee manuals or handbooks containing personnel or employee relations policies.

(b) Each Qualified Plan has received a favorable determination letter, or is the subject of a favorable advisory or opinion letter as to its qualification, issued by the IRS as to its qualifications, and, to the knowledge of the Company, no act or omission in the operation of such plan has occurred that would reasonably be expected to materially adversely affect its qualified status. Each Company Benefit Plan and each Company Benefit Arrangement has been operated and administered in all material respects in accordance with its terms and with all applicable Laws, including ERISA and the Code. With respect to each Company Benefit Plan, to the knowledge of the Company, (i) no non-exempt transactions prohibited by Code Section 4975 or ERISA Section 406 and (ii) no act or omission has occurred, which in either event would reasonably be expected to have a Material Adverse Effect.

(c) Neither the Company nor any ERISA Affiliate has, within six (6) years prior to the date of this Agreement, maintained, sponsored or been required to contribute to any Pension Plan.

(d) There are no pending or, to the knowledge of the Company, threatened claims (other than routine benefit claims and proceedings with respect to qualified domestic relations orders) relating to any Company Benefit Plans or Company Benefit Arrangements (including any such claim against any fiduciary of any such Company Benefit Plan or Company Benefit Arrangement of which the Company has knowledge). No audit or examination by any Governmental Authority (including the IRS and the Department of Labor) is pending, nor to the knowledge of the Company, threatened.

(e) Except as set forth on Section 2.9(e) of the Disclosure Schedule, no Company Benefit Plan or Company Benefit Arrangement exists that, as a result of the transactions contemplated hereby, would (either alone or in combination with another event) (i) increase, accelerate or vest any compensation or benefit, (ii) require severance, termination or retention payments or any other material payment from the Company that is not otherwise set aside in a trust or accrued for as a Liability, (iii) forgive any indebtedness, or (iv) promise or provide any tax gross ups or tax indemnification under Section 409A of the Code.

(f) No Company Benefit Plan or Company Benefit Arrangement provides post-employment medical benefits except as required by COBRA or other applicable Laws.

(g) The Company does not maintain and has not maintained any Benefit Plan or Benefit Arrangement covering any current or former employee of the Company that is or was subject to the Laws of any jurisdiction outside of the United States.

(h) To the knowledge of the Company, each Company Benefit Plan or Company Benefit Arrangement that is a "nonqualified deferred compensation plan" (as defined in Code Section 409A(d)(1)) has been operated in all material respects in operational and documentary compliance with Section 409A and all IRS guidance promulgated thereunder, to the extent such section and such guidance have been applicable to such Benefit Plan, except for any instance of non-compliance that would not reasonably be expected to have a Material Adverse Effect.

(i) The amount of the Unpaid Employee Payments of the Effective Date is $0.00.

2.10 Employment Matters.

(a) Section 2.10(a) of the Disclosure Schedule sets forth a correct and complete list, as of the date of this Agreement, of (i) all officers and directors of the Company; (ii) all employment agreements to which the Company is bound (other than offer letters for at-will employment without an obligation for severance or the form employment Contract entered into in the ordinary course of business, a true and correct copy of which has been provided to Buyer); (iii) offer letters for at-will employment with other employees of the Company, and (iv) the current annual compensation (and the portions thereof attributable to salary, bonus and other compensation respectively) of each employee and director, as applicable, of the Company as of the date of this Agreement.

(b) The Company is not the subject of any unfair labor practice complaint pending or, to the knowledge of the Company, threatened, before the National Labor Relations Board.

(c) The Company is not nor has it been a party to or bound by any collective bargaining agreement, trade union agreement, works council or employee representative agreement. There have been no labor unions or other organizations representing or, to the knowledge of the Company, purporting or attempting to represent any employee of the Company. To the knowledge of the Company, since January 1, 2016, no employee of the Company has attempted to organize a labor union or other organization to represent any employee of the Company. There is no current, pending or, to the knowledge of the Company, threatened strike, slowdown, picketing, work stoppage, concerted refusal to work overtime or other similar labor activity with respect to any current employee of the Company.

(d) The Company is in material compliance with all applicable Laws respecting labor, employment, fair employment practices, terms and conditions of employment, applicant and employee background checking, immigration and required documentation, workers' compensation, occupational safety and health requirements, plant closings, wages and hours, worker classification, employment discrimination, disability rights or benefits, equal opportunity, labor relations, employee leave issues and unemployment insurance. The Company is not bound by any consent decree with any Governmental Authority arising out of any employment or labor issues, and, to the knowledge of the Company, none has been threatened. Since January 1, 2016, there have been no claims of harassment, discrimination, retaliatory act or similar actions against any employee, officer or director of the Company and, to the knowledge of the Company, there have been no threats of such claims or actions. The Company has properly treated all service providers classified as independent contractors for all Tax purposes.

(e) The Company has not effectuated a "plant closing" or "mass layoff" as those terms are defined in the Worker Adjustment, Retraining and Notification Act ("**WARN Act**"), affecting in whole or in part any site of employment, facility, operating unit or employee of the Company, without complying with all provisions of the WARN Act, or implemented any early retirement, separation or window program within the twenty-four (24) months prior to the date of this Agreement, nor, as of the date of this Agreement, has the Company announced any such action or program for the future.

2.11 Compliance; Permits.

(a) The Company is conducting and, to the knowledge of the Company, has at all times in the past three (3) years conducted its business and operations in material compliance with all applicable Laws and Permits, and with all of its posted or internal policies related to privacy, the use, collection and protection of Sensitive Data or system security ("**Privacy Policies**"). Since January 1, 2017, the Company has not received any written communication from any Governmental Authority or Person alleging noncompliance in with any applicable Law or Privacy Policies. Without limiting the generality of the foregoing, the Company is currently in material compliance with and, to the knowledge of the Company, has materially complied with: (i) its policies, other legal obligations and any obligations under any Contract applicable to the Company or to which the Company is bound with respect to privacy, including the receipt, access, acquisition, collection, compilation, use, storage, processing, transmission, safeguarding, security, disposal, destruction, disclosure, sale, licensing, rental, or transfer ("**Handling**") of Sensitive Data or other protected personally identifiable consumer information; and (ii) its policies and any obligations under any Contract applicable to the Company or to which the Company is bound with respect to applicable state and federal consumer financial protection Laws. The Company maintains commercially reasonable administrative, technical, and physical safeguards that are in compliance in all material respects with all applicable Laws or obligations under any Contract to which the Company is bound. To the knowledge of the Company, there are no notices, claims, charges, investigations, proceedings or disciplinary actions pending or threatened by a Governmental Authority or any other Person against the Company alleging a violation of any applicable Laws relating to data security or privacy of Sensitive Data. To the knowledge of the Company, since January 1, 2016, there have not been any actual or alleged incidents of data security breaches, unauthorized access, loss, or use of any of the Business Systems, Sensitive Data or confidential information or trade secret, or unauthorized Handling of any Sensitive Data, company data, confidential information or trade secret, in each case used or held for use by or on behalf of the Company. The Company has received no written or, to the knowledge of the Company, other notice from any Governmental Authority regarding any investigation, proceeding or disciplinary action pending or threatened by a Governmental Authority against any Top Customer or Top Vendor.

(b) The Company owns or holds all Permits required for the conduct of the business of the Company (including the operation of the Company's real property and tangible assets), except where the failure to own or hold such Permit would not have a Material Adverse Effect on the Company (the "**Material Permits**"). Each Material Permit is valid and in full force and effect. Section 2.11(b) of the Disclosure Schedule sets forth a correct and complete list of each Material Permit. To the Company's knowledge, no event has occurred that, with notice or the lapse of time or both, would result in the termination, revocation, non-renewal, suspension or restriction of any Material Permit.

2.12 Legal Proceedings. Except as set forth on Section 2.12 of the Disclosure Schedule, there is no Action pending or, to the knowledge of the Company, threatened against the Company, and no written notice of any Action against the Company, whether pending or threatened, has been received by the Company. There are no Orders against the Company, and no supervisory agreements, memoranda of understanding, commitment letters or similar written undertakings with or to any Governmental Authority by the Company. The Company is not party to any Action seeking to enjoin or restrain the activities of any other Person, for declaratory relief or to recover monies due to the Company.

2.13 Contracts and Commitments.

(a) Section 2.13(a) of the Disclosure Schedule sets forth a correct and complete list of the following Contracts to which the Company is a party (collectively, the "**Material Contracts**"):

(i) (A) each Contract with a Top Customers and (B) each Contract with a Top Vendor;

(ii) each Current Government Contract;

(iii) each Contract that requires the expenditure by the Company of more than $25,000 in the aggregate during the twelve-month period ending on December 31, 2020;

(iv) each Contract with any Related Party (other than any Company Benefit Plans or Company Benefit Arrangements);

(v) each power of attorney;

(vi) each Contract with any employee of the Company (other than any Company Benefit Plans, Company Benefit Arrangements, or any form offer letter or form Contract entered into in the ordinary course of business, a true and correct copy of which has been provided to Buyer), including any Contract under which such employee is advanced or loaned any funds (other than advancements of expenses to employees in the ordinary course of business);

(vii) each Contract with any independent contractor of the Company or any consultant to the Company (other than any Company Benefit Plans, Company Benefit Arrangements, or any form offer letter or form Contract entered into in the ordinary course of business);

(viii) each Contract that is not terminable by the Company without penalty on less than six months' notice;

(ix) each Contract evidencing Company Indebtedness, including any loan or credit agreement, security agreement, guaranty, indenture, mortgage, pledge, conditional sale or title retention agreement, equipment obligation or lease purchase agreement;

(x) each written warranty, guaranty or other similar undertaking with respect to contractual performance (other than contracts entered into in the ordinary course of business a primary purpose of which is not providing a warranty or guaranty);

(xi) each lease, rental or occupancy agreement, license, installment and conditional sale agreement, and other Contract affecting the ownership of, leasing of, title to, use of, or any leasehold or other interest in, any real or personal property, including each Real Property Lease;

(xii) each license or other Contract pursuant to which the Company uses Company Licensed Intellectual Property (excluding currently-available, off-the-shelf, non-exclusive Software programs);

(xiii) each license or other Contract pursuant to which the Company has licensed or otherwise granted any right to any Person with respect to Company Intellectual Property, but excluding non-exclusive licenses granted to customers of the Company in the Ordinary Course of Business;

(xiv) each Contract for the sale of Assets (other than in the Ordinary Course of Business) or for the acquisition of the assets or business of any other Person pursuant to which the Company has continuing obligation;

(xv) each Contract that contains any customer non-solicitation, non-competition, confidentiality or similar obligations binding the Company or that otherwise prohibits the Company from entering into any line of business;

(xvi) each Contract in which the Company has granted "most favored nation" pricing provisions or exclusive marketing or distribution rights relating to any service, product or territory or has agreed to purchase or otherwise obtain any material product or service exclusively or on most favored terms from a single party or sell any product or service exclusively or on most favored terms to a single party; and

(xvii) each Contract concerning the establishment or operation of a partnership, joint venture or similar enterprise (other than referral agreements and reseller agreements in the ordinary course of business).

The Company has made available to Buyer a true and correct copy of all written contracts (or description of any oral contracts) which are referred to on Section 2.13(a) of the Disclosure Schedule, together with all amendments, schedules, exhibits, annexes, waivers or other changes thereto.

(b) Each Material Contract is in full force and effect and is a legal, valid, binding and enforceable obligation of the Company and, to the knowledge of the Company, each of the other parties thereto. Neither the Company nor, to the knowledge of the Company, any other party to any Material Contract, is in violation, breach or default under, any Material Contract, and, to the knowledge of the Company, there exists no condition or event which, after notice, lapse of time or both, would constitute any such violation, breach or default. The Company does not have any Contract with a Governmental Authority.

2.14 Intellectual Property.

(a) Company Registrations. Section 2.14(a) of the Disclosure Schedule sets forth a correct and complete list of all Intellectual Property Registrations that are owned by the Company and all pending applications for registration of Intellectual Property of the Company (collectively, the "**Company Registrations**") in each case, enumerating specifically the applicable filing or registration number, title, jurisdiction in which filing was made or from which registration issued, date of filing, date of issuance, and names of all current applicant(s) and registered owner(s), as applicable. All assignments, if any, of Intellectual Property Registrations to the Company have been properly executed and recorded. All Company Registrations are subsisting and unexpired, and, to the knowledge of the Company, valid and enforceable. All necessary registration, maintenance and renewal and other fees in connection with those Company Registrations have been paid in a timely manner.

(b) Ownership and Sufficiency. Except as set forth in Section 2.14(b) of the Disclosure Schedule, each item of Company Owned Intellectual Property is, and following the Closing, will be owned by the Company, and each item of Company Licensed Intellectual Property will be available for use under a license by the Company on substantially identical terms and conditions as it was immediately prior to the Closing, in either case, without other restriction and without payment of any kind to any third party (other than amounts that would have been payable by the Company even if the transactions contemplated hereby did not occur). Except as set forth in Section 2.14(b) of the Disclosure Schedule, the Company is the exclusive owner of all right, title and interest in, to and under Company Owned Intellectual Property, free and clear of any Liens (except Permitted Liens), subject to any non-exclusive licenses granted to customers of the Company in the Ordinary Course of Business. With respect to each item of Company Owned Intellectual Property, the item is not subject to any Order; and no Action is pending or, to the knowledge of the Company, threatened or anticipated that challenges the legality, validity, enforceability, use or ownership of the item. To the knowledge of the Company, the Company owns or has the right to use all Intellectual Property necessary for the operation in all respects of the business of the Company as presently conducted without any conflict with, violation, misappropriation, or infringement of the rights of any Person.

(c) Protection Measures. The Company has taken commercially reasonable measures to protect the proprietary nature of each item of Company Owned Intellectual Property, and to maintain in confidence all trade secrets and confidential information comprising a part thereof. The Company uses commercially reasonable measures to police the quality of all goods and services sold, distributed or marketed under each of its Trademarks. The Company maintains commercially reasonable security, disaster recovery, back-up, and business continuity plans, procedures and facilities and test such plans and procedures on a regular basis, and such plans and procedures have been updated where proven ineffective in any material respects following such testing. No Person other than the Company, and its contractors or employees who are bound by confidentiality agreements or other enforceable obligations of confidentiality, has any current or contingent right to access or possess any proprietary source code of the Company. To the Company's knowledge, no Person other than the Company, and its contractors or employees who are bound by confidentiality agreements or other enforceable obligations of confidentiality, has accessed or possessed any proprietary source code of the Company.

(d) Infringement by the Company. To the knowledge of the Company, no current business activity of the Company infringes or violates, or constitutes a misappropriation of, any Intellectual Property right of any third party. The Company has not received any notice alleging any such violation, infringement or other conflict, and has not received any invitation or request to license any third party patent or patent application as a condition to continuing the operation of its business as presently conducted.

(e) Infringement of Company Rights. Except as set forth on Section 2.14(e) of the Disclosure Schedule, to the knowledge of the Company, no Person is infringing, violating or misappropriating any Company Owned Intellectual Property.

(f) Authorship. Except as set forth on Section 2.14(f) of the Disclosure Schedule, all employees, independent contractors, and other Persons to whom the Company has provided access to the Company's confidential information (including any confidential information contained in the Software and Documentation included in the Company Owned Intellectual Property) have executed enforceable written agreements requiring them to maintain the confidentiality of such information, use such information only for the benefit of the Company and assign all rights in such information and other Intellectual Property to the Company. For avoidance of doubt, the Company's distribution of Software and Documentation included in the Company Owned Intellectual Property to customers of the Company in the Ordinary Course of Business, pursuant to non-exclusive licenses to use such Software and Documentation, shall not constitute granting such customers "access" to the Company's confidential information embodied such Software or Documentation, where the confidential information is not readily accessible without extraordinary measures such as disassembly or reverse-engineering. Each item of the Company Owned Intellectual Property (including Software and Documentation) has been designed, authored and tested by employees, officers, consultants or independent contractors of the Company within the scope of their employment or engagement and each copyright in a work of authorship authored by such Person has been within the scope of such Person's employment or engagement. To the knowledge of the Company, none of its employees, officers, consultants or independent contractors are in violation of any such agreements. Except for Intellectual Property for which the Company has a license or valid right of use, to the knowledge of the Company, no Person (including customer, past or present employee, officer, director, shareholder, or Affiliate) has any claim of ownership or right (other than non-exclusive license rights granted to customers of the Company in the Ordinary Course of Business) in the Intellectual Property used, owned or purportedly owned by the Company.

(g) Open Source. Except as set forth on Section 2.14(g) of the Disclosure Schedule, the Company has not distributed or otherwise used any Open Source Materials in a manner that would obligate the Company to (i) disclose or distribute any of its products in source code form, (ii) license or otherwise make available any of its products on a royalty-free basis or (iii) grant any rights in any Company Owned Intellectual Property.

(h) Business Systems. The computer systems, including the computer software, hardware, equipment, networks, databases, platforms, servers, interfaces, applications, websites and related information technology systems, that are used or held for use by the Company in its business as presently conducted (collectively, the "**Business Systems**"): (i) are owned, leased or licensed by the Company; (ii) are reasonably sufficient for the current needs of the Company, including as to capacity, scalability, and ability to process current peak data needs and customer volumes in a timely manner; and (iii) the Company will continue to have such rights immediately after the Closing. Except as set forth on Section 2.14(h) of the Disclosure Schedule, since January 1, 2016, to the knowledge of the Company, there have been no failures, breakdowns, data losses, continued substandard performance or other adverse events affecting any such Business Systems that have caused or could reasonably be expected to result in the substantial disruption or interruption in or to the use of such Business Systems and/or the conduct of the business of the Company or that was reportable to any Governmental Authority or affected party or that was not otherwise remedied or replaced in all material respects. To the knowledge of the Company, the Business Systems do not contain any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus" (as these terms are commonly used in the computer software industry), or other software routines or hardware components intentionally designed to permit unauthorized access to, or to maliciously disable or erase software, hardware, or data. The Company is not in breach of any of its Contracts, agreements or licenses relating to the Business Systems.

2.15 Insurance. Section 2.15 of the Disclosure Schedule sets forth a correct and complete list of each insurance policy (other than any insurance policy funding a Company Benefit Plan or a Company Benefit Arrangement) carried by the Company, the amounts and types of insurance coverage available thereunder, and any pending claims thereunder. The Company has delivered to Buyer complete and correct copies of all such insurance policies. With respect to each such insurance policy: (i) such policy is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, and (ii) the Company is not in violation, breach or default (including any violation, breach or default with respect to the giving of notice), and to the knowledge of the Company, no event has occurred which, after notice or the lapse of time or both, would constitute a violation, breach or default or permit termination, revocation or modification under such policy. All premiums payable under all such policies have been timely paid, and the Company is in material compliance with the terms of such policies. Such insurance policies are sufficient for compliance by the Company with all requirements under all applicable Laws applicable to the Company, or its rights, properties or assets, or otherwise required by Contracts to which the Company is a party or by which any of the Company's rights, assets or properties are bound. There is no Action pending under any such insurance policy as to which coverage has been questioned, denied or disputed by the underwriters of such policies.

2.16 Transactions with Affiliates. Except as set forth on Section 2.16 of the Disclosure Schedule, none of the Sellers or any Affiliate thereof or of the Company or any officer, manager, director or employee of the Company has any financial interest in any property used by the Company or a financial interest in any transaction with the Company (other than with respect to services provided to, and compensation and benefits owed by, the Company to employees in the Ordinary Course of Business, or pursuant to and in accordance with this Agreement and the other Transaction Documents).

2.17 Top Customers and Top Vendors.

(a) Section 2.17(a) of the Disclosure Schedule sets forth a correct and complete list of (i) the ten (10) largest customers by gross profits allocable to the Company, taken as a whole, during the twelve (12)-month period ended on the Interim Balance Sheet Date (each, a "**Top Customer**" and, collectively, the "**Top Customers**"), and (ii) the ten (10) largest vendors by total amounts paid by the Company during the twelve (12)-month period ended on the Interim Balance Sheet Date (each, a "**Top Vendor**" and, collectively, the "**Top Vendors**").

(b) Since the Interim Balance Sheet Date, no Top Customer or Top Vendor has: (i) stopped, or indicated in writing an intention to stop, receiving services from or providing goods or services to the Company; (ii) reduced in any material respect, or indicated in writing an intention to reduce in any material respect, receipt of services from or provision of goods or services to the Company; or (iii) changed in any material respect, or indicated in writing an intention to change in any material respect, the terms and conditions on which it receives services from or provides goods or services to the Company. To the knowledge of the Company, there is no development affecting any Top Customer or Top Vendor Bank that would impair the ability of such Top Customer or Top Vendor to perform their obligations under their Contracts with the Company in accordance with their respective terms.

2.18 Brokers and Agents. Except as set forth on Section 2.18 of the Disclosure Schedule, no broker or finder has acted for the Company in connection with the Transaction Documents or the transactions contemplated thereby, and no broker or finder is entitled to any brokerage or finder's fee or other commissions in respect of such transactions based upon agreements, arrangements or understandings made by or on behalf of the Company.

2.19 No Other Company Representations or Warranties. Except for the representations and warranties expressly set forth in this Article II and Article III (as modified by the Disclosure Schedule), in any Transaction Document or in any certificate delivered pursuant hereto or thereto, neither the Company, Sellers nor any other Person: (a) makes or has made any representations or warranties, express or implied, including any representations or warranties as to condition, merchantability, suitability or fitness for a particular purpose of any of the assets of the Company, or (b) makes or has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Company or its business (including any representation or warranty of any kind or nature whatsoever concerning or as to the accuracy or completeness of any projections, budgets, forecasts or other forward-looking financial information concerning the future revenue, income, profit or other financial results of the Company). Any and all statements or information communicated by the Company, Sellers or any other Person regarding the Company or its business outside of this Article II and Article III, including by way of the documents provided in response to Buyer's due diligence requests and any management presentations provided, whether verbally or in writing, are deemed to have been superseded by this Agreement, it being agreed that no such prior or contemporaneous statements or communications outside of this Agreement shall survive the execution and delivery of this Agreement. Sellers acknowledge that neither the Buyer nor any of its officers, mangers, directors, employees or representatives, nor any other Person makes or will be deemed to have made hereunder any representations or warranties, express or implied, regarding the Buyer or its business, except as expressly set forth in this Agreement, in any Transaction Document or in any certificate delivered pursuant hereto or thereto.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLERS

3.1 Matters Relating to Sellers. To induce Buyer to enter into the Transaction Documents and consummate the transactions contemplated thereby, each Seller represents and warrants, solely as to itself, to Buyer, as of the date of this Agreement, as follows:

(a) Such Seller has all requisite capacity, power and authority to execute, deliver and perform the Transaction Documents to which it is a party, and to transfer, convey and sell to Buyer at the Closing the Company Interests to be sold or contributed by such Seller hereunder. This Agreement is, and all other Transaction Documents to which such Seller is a party are, or when executed and delivered by such Seller, will be, (i) duly and validly authorized, executed and delivered by such Seller and (ii) assuming the due authorization, execution and delivery by the other parties thereto, a legal, valid and binding obligations of such Seller, enforceable against it in accordance with their respective terms, subject to the Enforcement Exceptions.

(b) The execution, delivery and performance by such Seller of the Transaction Documents to which it is a party and the consummation of the transactions contemplated thereby, do not and will not, with or without notice, lapse of time or both, require any consent, waiver, approval, declaration or authorization of, or notice to or filing with, any Governmental Authority.

(c) Such Seller owns the number and type of Company Interests reflected on Section 2.3(a) of the Disclosure Schedule as being owned by such Seller free and clear of all Liens (other than restrictions on transfer under applicable securities Laws or pursuant to the terms of the Company LLC Agreement) and, at the Closing, Buyer will acquire from such Seller, free and clear of all Liens (other than restrictions on transfer under applicable securities Laws or pursuant to the terms of the Company LLC Agreement or Liens imposed by Buyer), good and valid title to all such Company Interests.

(d) Except as set forth on Section 2.18 of the Disclosure Schedule, no broker or finder has acted for such Seller in connection with the Transaction Documents or the transactions contemplated thereby, and no broker or finder is entitled to any brokerage or finder's fee or other commissions in respect of such transactions based upon agreements, arrangements or understandings made by or on behalf of such Seller.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Sellers to enter into the Transaction Documents and consummate the transactions contemplated thereby, Buyer represents and warrants to Sellers, as of the date of this Agreement, as follows:

4.1 Due Organization; Tax Status. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Nevada. Buyer has full limited liability company power and authority necessary to carry on the businesses in which it is engaged and to own and use the properties owned and used by it. Buyer is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the operation of its business as currently conducted makes such licensing or qualification necessary, except where the failure to be registered or qualified can be cured without material cost or expense. Buyer is currently a wholly-owned subsidiary of Parent and is treated as an entity that is disregarded as separate from Parent for U.S. federal Income Tax purposes and no election has been made to treat Buyer as an association taxable as a corporation for U.S. federal Income Tax purposes under Treasury Regulation Section 301.7701-3(c). Buyer (a) was formed solely for the purpose of engaging in the transactions contemplated by this Agreement, (b) has engaged in no other business activities and (c) has conducted its operations only as contemplated by this Agreement.

4.2 Authorization; No Conflict.

(a) Buyer has full limited liability company power and authority to enter into this Agreement and the Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and the Transaction Documents to which it is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite limited liability company action on the part of Buyer. This Agreement has been duly and validly executed and delivered by Buyer and (assuming due authorization, execution and delivery by the Company, Sellers and any other applicable parties thereto) constitutes, or upon such delivery constitutes, a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Enforcement Exceptions.

(b) The execution, delivery and performance of the Transaction Documents by Buyer, and the consummation of the transactions contemplated thereby, do not and will not, with or without notice, lapse of time or both: (i) conflict with or result in a breach or violation of the Organizational Documents of Buyer; (ii) violate any law to which the Company or any assets owned or used by the Company is subject; (iii) require any consent, waiver, approval, declaration or authorization of, or notice to or filing with, any Governmental Authority; (iv) result in the imposition of any Lien upon any asset owned or used by Buyer; or (v) violate, conflict with, result in a breach of, constitute a default under, result in the acceleration of or give any Person the right to accelerate the maturity or performance of, or to cancel, terminate, modify or exercise any remedy under, result in any loss of benefit under or require any consent, waiver, approval, notice, filing, declaration or authorization under, any Contract or Permit to which Buyer is a party or by which Buyer is bound or to which any asset of Buyer is subject or under which Buyer has any rights or the performance of which is guaranteed by Buyer.

4.3 Brokers and Agents. Except for Ladenburg Thalmann & Co., Inc., no broker or finder has acted for Buyer in connection with the Transaction Documents or the transactions contemplated thereby, and no broker or finder is entitled to any brokerage or finder's fee or other commissions in respect of such transactions based upon agreements, arrangements or understandings made by or on behalf of Buyer.

4.4 Sufficient Funds. At the Closing, Buyer will have sufficient funds available as and when needed to consummate the transactions contemplated hereby and to perform its obligations hereunder. Buyer will not become insolvent as a result of consummating the transaction contemplated by this Agreement.

4.5 Investment Intent; Restricted Securities. Buyer is purchasing the Company Interests solely for its own account, for investment purposes only, and not with a view to, or any present intention of, reselling or otherwise distributing the Company Interests or dividing its participation herein with others. Buyer is an "accredited investor" as defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act. Buyer understands and acknowledges that (a) none of the Company Interests have been registered under the Securities Act or any state or foreign securities Laws, in reliance upon specific exemptions thereunder for transactions not involving any public offering, (b) none of the Company Interests are traded or tradable on any securities exchange or over-the-counter, and (c) the Company Interests may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is pursuant to the terms of an effective registration statement under the Securities Act and are registered under any applicable state or foreign securities Laws or pursuant to an exemption from registration under the Securities Act and any applicable state or foreign securities Laws.

4.6 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that would reasonably be expected to adversely affect the Buyer's performance of its obligations under this Agreement or the consummation by Buyer of the transactions contemplated hereby, or seek to prevent, enjoin or otherwise delay the transactions contemplated hereby. To Buyer's knowledge, no event has occurred, or circumstance exists that may give rise to, or serve as a basis for, any such Action.

4.7 No Other Representations and Warranties; Acknowledgment. Notwithstanding anything contained in this Agreement, Buyer is not making any representation or warranty, express or implied, beyond those expressly given in this Agreement, in any other Transaction Document or in any certificate delivered pursuant hereto or thereto. Buyer acknowledges that it has conducted to its satisfaction an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties and projected operations of the Company, and, in making its determination to proceed with the transactions contemplated by this Agreement, Buyer has relied solely on the results of its own independent investigation and verification and the representations and warranties of the Company and Sellers expressly and specifically set forth in Article II and Article III (as modified by the Disclosure Schedules).

ARTICLE V
COVENANTS

5.1 Maintenance of Books and Records. For a period of seven (7) years after the Closing Date, Buyer agrees to retain in accordance with the Company's historical record retention policy (and shall cause the Company to retain) and Buyer shall not (and shall not permit the Company to) dispose of or destroy, other than in compliance with such historical record retention policy, any of, the material business records and files of the Company or relating to all periods prior to the Closing Date, in the form such business records and files existed as of the Closing Date. Buyer shall make such copies, if any, reasonably available to the Seller Representative or its Representatives and for a period of seven (7) years after the Closing Date to the extent necessary for the Seller Representative or its Representatives to (w) fulfill any of its obligations hereunder or under any other Transaction Document, (x) satisfy any if its reporting or similar obligations to any of its members, or (y) respond to any claim for indemnification pursuant to the terms hereof; provided, however, any such access shall be conducted in such a manner as not to interfere unreasonably with the operation of the business. Notwithstanding the foregoing, any and all such records may be destroyed by Buyer at any time if such party sends to the Seller Representative written notice of its intent to destroy such records, specifying in reasonable detail the contents of the records to be destroyed; such records may then be destroyed after the thirtieth (30^{th}) calendar day following such notice unless the Seller Representative notifies the destroying party that it desires to obtain possession of such records, in which event the destroying party shall transfer the records to the Seller Representative.

5.2 Tax Matters.

(a) Tax Treatment.

(i) For U.S. federal, state and local Income Tax purposes, Sellers and Buyer agree that (1) the sale contemplated herein of the Company Interests that are other than the Contributed Interests shall be treated as a purchase and sale of partnership interests, (2) the contribution of the Contributed Interests by the Sellers to the Buyer shall be treated as a contribution of property for partnership interests in the Buyer pursuant to Section 721(a) of the Code, and (3) Buyer shall be considered a continuation of the Company (collectively, the "**Intended Tax Treatment**").

(ii) Consistent with the Intended Tax Treatment and the Code Section 754 election, Buyer and Sellers agree that the Base Purchase Price, as adjusted pursuant to Section 1.5 (together with all liabilities of the Company that are treated as purchase price for applicable Tax purposes) shall be allocated among the assets of the Company for applicable Tax purposes in a manner consistent with Section 755 of the Code and the relevant Treasury Regulations, in accordance with the methodology attached hereto as Schedule 5.2(a)(ii), which the Parties agree reflects the fair market value (or the methodology to determine the fair market value) of the assets of the Company.

(iii) Except as otherwise required pursuant to a "determination" within the meaning of Section 1313 of the Code (or any similar provision of state, local or foreign Law), the Parties agree to report consistently with the Intended Tax Treatment on their Tax Returns, and to not take any position for applicable Tax purposes that is inconsistent therewith.

(b) Tax Returns; Payment of Taxes.

(i) Tax Returns. All Tax Returns for the Company for taxable periods ending on or prior to the Closing Date (a "**Pre-Closing Tax Period**"), which are filed after the Closing Date, shall be prepared in a manner consistent with prior practices, methods, and elections of the Company, as applicable, unless otherwise required by applicable law. The preparing Party shall deliver copies of the Tax Returns prepared by such Party to the nonpreparing Party, for review and comment, at least twenty (20) days prior to filing. All Tax Returns for a Pre-Closing Tax Period shall be prepared at the expense of Sellers. All Tax Returns for a Straddle Period shall be prepared by and at the expense of the Company. The non-preparing Party shall provide any written comments within ten (10) days after receipt of such Tax Return from the preparing Party. If no such written comments are delivered, then non-preparing Party shall be deemed to have accepted such Tax Return. Upon receipt of written comments, Buyer and the Seller Representative shall consult and attempt to resolve in good faith all reasonable comments to any Tax Returns. If, after consulting in good faith, Buyer and the Seller Representative are unable to resolve any comments, then, if such unagreed Tax Return is a non-Income Tax Return or a Straddle Period Income Tax Return, it shall be referred to the Neutral Accountant for resolution. If the Neutral Accountant is unable to make a determination with respect to any disputed item prior to the due date for the filing of the Tax Return in question, then (i) the Seller Representative, Buyer, or the Company, as applicable, shall timely file such Tax Return in accordance with the preparing Party's reasonable position and (ii) when the Neutral Accountant subsequently resolves the dispute, the Seller Representative, Buyer, or the Company, as applicable, shall promptly file an amended Tax Return, if necessary, reflecting the resolution by the Neutral Accountant. The fees and expenses of the Neutral Accountant shall be shared equally by Sellers and Buyer. Sellers shall be responsible for all Taxes due and payable with respect to the Company for all Pre-Closing Tax Periods, including the portion of a Straddle Period that ends on the Closing Date.

(ii) Pre-Closing Tax Period Income Tax Returns. The Seller Representative, at the expense of Sellers, shall prepare or cause to be prepared all Income Tax Returns of the Company for all taxable periods that end on or before the Closing Date. Sellers shall timely pay to the appropriate Governmental Authority, all Income Taxes that are due and payable with respect to the Company for all taxable periods that end on or before the Closing Date.

(iii) Pre-Closing Tax Period Non-Income Tax Returns and Straddle Period Tax Returns. Buyer shall prepare or cause to be prepared and file or cause to be filed (A) all non-Income Tax Returns for the Company for all Pre-Closing Tax Periods which are filed after the Closing Date and (B) all Tax Returns for the Company for Tax periods which begin before the Closing Date and end after the Closing Date (a "**Straddle Period**"). Buyer shall make all payments required with respect to any such Tax Returns; provided, however, that the Seller Representative, on behalf of Sellers, shall promptly reimburse Buyer to the extent any payment Buyer is required to make is attributable to a Pre-Closing Tax Period (or deemed pursuant to Section 5.2(c) to end) on or before the Closing Date to the extent such Taxes exceed the amount of such Taxes that were included as an accrued Tax liability in determining the Final Working Capital Amount; provided, further, in no event shall Buyer or the Company be responsible for Taxes that flow-thru to Sellers, e.g., Income Taxes. For the avoidance of doubt, Income Taxes of Sellers shall not be included as a Tax liability in the determination of the Final Working Capital Amount and shall be payable by Sellers.

(iv) Transaction Deductions. Buyer and Sellers agree that in connection with the preparation and filing of Income Tax Returns of or with respect to the Company, to the extent permitted by applicable Law any deductions and/or losses of or with respect to Company Indebtedness, Employee Payments, and Transaction Expenses shall be claimed in taxable periods, or portions thereof, ending on or before the Closing Date and that the Company shall claim any available election under the safe harbor provisions contained in Revenue Procedure 2011-29, 2011-18 I.R.B. 746, with respect to any "success-based fees".

(v) Transfer Taxes. Notwithstanding any other provision in the Transaction Documents, all transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest) ("**Transfer Taxes**") incurred in connection with the Transaction Documents (including any transfer or similar tax imposed by states or subdivisions) shall be borne by 50% Buyer and 50% by Sellers. The party legally responsible for filing any Tax Return with respect to Transfer Taxes shall, at its own expense, timely file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and, if required by applicable Law, Buyer and/or Sellers, as applicable, will join in the execution of any such Tax Returns and other documentation.

(c) Allocation of Taxes. The portion of any Taxes for a Straddle Period that are allocable to the portion of such period ending on the Closing Date shall be deemed to equal (i) in the case of Taxes other than real or personal property Taxes or Transfer Taxes, the amount which would be payable if the taxable year ended with, and included, the Closing Date, and (ii) in the case of real and personal property Taxes and similar ad valorum Taxes, the amount of such Taxes for the entire Straddle Period multiplied by a fraction the numerator of which is the number of calendar days in the Straddle Period ending with the Closing Date and the denominator of which is the number of calendar days in the entire Straddle Period. For purposes of computing the Taxes attributable to the two portions of a taxable period pursuant to clause (i) of this Section 5.2(c), the amount of any item that is taken into account only once for each taxable period (e.g., the benefit of graduated tax rates, exemption amounts, etc.) shall be allocated between the two portions of the period in proportion to the number of days in each portion.

(d) Tax Indemnification. Notwithstanding any other provision of this Agreement, until the expiration of the applicable statute of limitations, plus sixty (60) days, each Seller, separately and not jointly and severally, based on such Seller's Pro Rata Share, agrees to indemnify the Buyer Indemnified Parties and hold them harmless, from and against, without duplication, all Taxes (or the non-payment thereof) for which the Company is liable for all taxable periods or portions thereof (as determined in Section 5.2(c)) ending on or before the Closing Date (including, without limitation, any and all Taxes of any Person imposed on Buyer or the Company for such period or portion thereof as a transferee or successor, by contract, other than any Commercial Tax Agreement, or pursuant to any Law), or otherwise, to the extent such Taxes were not included as an accrued Tax liability in determining the Final Working Capital Amount.

(e) Cooperation in Tax Matters. Sellers and Buyer shall cooperate reasonably in connection with the filing of Tax Returns of the Company and any Tax Proceeding of the Company. Such cooperation shall include the provision of records and information with respect to the Company which are in the possession of any Seller or Buyer or the Company and are reasonably relevant to any such Tax Proceeding.

(f) Tax Proceedings. The Seller Representative or Buyer, as applicable, shall promptly notify the other Party in writing of becoming aware of the commencement after the Closing Date of any Tax Proceeding, or of any demand or claim on Buyer or any of its Affiliates, including the Company, which could give rise to a claim for indemnification under this Agreement relating to or arising from Taxes for a Pre-Closing Tax Period or a Straddle Period (a "**Tax Indemnification Event**"). Such notice shall contain factual information (to the extent known to the recipient party) with respect to the Tax Indemnification Event in reasonable detail and shall include copies of any notice or other document received from any Governmental Authority in respect thereof. If there is a Tax Indemnification Event relating to Income Taxes solely with respect to a Pre-Closing Tax Period, then the Seller Representative shall have the right to assume the defense of such Tax Proceeding; provided, the Seller Representative shall (A) acknowledge in writing that such Taxes are within the scope of the indemnification obligations set forth in this Agreement, (B) appoint a recognized and reputable counsel reasonably acceptable to Buyer in connection with such defense, and (C) notify Buyer of its intent to assume the defense of such Tax Proceeding within ten (10) days of receipt of the notice of the Tax Indemnification Event relating to such Tax Proceeding; provided, further, that if the Seller Representative elects to assume the defense of a Tax Proceeding pursuant to this Section 5.2(f), Buyer shall be entitled to participate in such Tax Proceeding (at its own expense) and the Seller Representative shall not settle, abandon or otherwise resolve such Tax Proceeding without the written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. Additionally, for any notice of final partnership adjustment received by the Company with respect to which an "imputed underpayment" (within the meaning of Section 6225(b) of the Code) may be determined for a Pre-Closing Tax Period, the Seller Representative shall consent to the Company's timely making of the election pursuant to Section 6226 of the Code and timely file or otherwise provide all required reports and statements, and otherwise take any other action, required by Section 6226 of the Code and the Treasury Regulations promulgated thereunder to push out the Tax adjustments or "imputed underpayment" to Sellers. All other Tax Proceedings against the Company shall be controlled by Buyer, provided that if any such Tax claim could result in a Tax Indemnification Event under which the Sellers may be subject to indemnification obligations owed to Buyer pursuant to this Agreement, then the Seller Representative shall be entitled to participate in such claims and Buyer shall not settle, abandon, or otherwise resolve any such claims without the written consent of the Seller Representative, which consent shall not be unreasonably withheld, conditioned or delayed. For the avoidance of doubt, the provisions of this Section 5.2(f), rather than those of Section 6.5, shall apply with respect to any Tax Proceeding.

(g) Refunds. Sellers shall be entitled to the amount of any refund of Taxes of the Company with respect to all Pre-Closing Tax Periods or portions (as determined under Section 5.2(c)) of Straddle Periods through and including the Closing Date (to the extent such Taxes were paid by the Company prior to the Closing or by any Seller after the Closing or were included as an accrued Tax liability in the Final Working Capital Amount, and excluding any refunds of Taxes that were reflected as an accrued Tax asset in the Final Working Capital Amount), net of any reasonable out-of-pocket costs incurred in obtaining such refund or any Taxes incurred as a result of receipt of such refund, which refund is actually received from a Governmental Authority (or credited or applied to reduce Taxes otherwise payable) by Buyer or its Affiliates (including the Company) after the Closing. Buyer shall pay, or cause to be paid, to the Seller Representative on behalf of Sellers any amount to which Sellers are entitled pursuant to the prior sentence within ten (10) calendar days of the receipt or recognition of the applicable refund or credit by Buyer or its Affiliates. To the extent any such refund is subsequently disallowed or required to be returned to the applicable Governmental Authority, Sellers agree promptly to repay the amount of such refund or credit, together with any interest, penalties or other additional amounts imposed by such Governmental Authority, to Buyer.

(h) Section 754 Election. Buyer shall cause the Company to make, and Sellers shall cooperate in the making of, a timely and effective election under Code Section 754 (and any equivalent election for applicable state and local Income Tax purposes), which Section 754 election (and equivalent election) shall be filed by the Company (or the applicable Subsidiary) with its U.S. federal Income Tax Return (and applicable state and local Income Tax Returns) for the taxable year that includes the Closing Date and shall be effective for such taxable year.

(i) Tax Adjustments. The Parties agree to treat any amount paid pursuant toSection 1.5, this Section 5.2 and Article VI as an adjustment to the Base Purchase Price for U.S. federal Tax purposes, unless otherwise required by Law.

(j) Tax Sharing Agreements. Any and all existing Tax sharing or similar agreements to which the Company is a party, other than any Commercial Tax Agreement, shall be terminated as of the Closing Date.

(k) Scope. Any claim by any Party relating to a breach by another Party of its obligations under this Section 5.2 shall be pursued in accordance with the procedures for indemnification claims, and shall otherwise be subject to the terms and conditions, set forth in Article VI. Notwithstanding the foregoing or any other term or condition of Article VI, to the extent there is any inconsistency between the terms of Article VI and this Section 5.2 with respect to the allocation of responsibility between Sellers and Buyer for Taxes relating to the Company, the provisions of this Section 5.2 shall govern. For the avoidance of doubt, unless expressly excluded, the applicable provisions of Section 6.3 shall apply with respect to any amounts payable by Sellers under this Section 5.2.

(l) Amended Returns and Retroactive Elections. Buyer shall not, and shall not cause the Company to, (i) amend any Tax Returns filed with respect to any Tax year ending on or before the Closing Date, or (ii) make any Tax election that has retroactive effect to any Tax year ending on or before the Closing Date, in each case without the prior written consent of the Seller Representative, such consent not to be unreasonably withheld, conditioned, or delayed.

5.3 Confidentiality. Each Seller recognizes that, by reason of its ownership of Company Interests in the Company and/or employment by the Company before the Closing Date, such Seller has acquired Confidential Information of the Company, the use or disclosure of which could cause Buyer, the Company and/or their respective Affiliates substantial Damages that could not be readily calculated and for which no remedy at Law would be adequate. Accordingly, each Seller covenants and agrees with Buyer that, from and after the Closing, such Seller shall not at any time, directly or indirectly, use, disclose or publish, or permit any of such Seller's Affiliates to use, disclose or publish, any Confidential Information of the Company, unless (a) such information becomes generally available or known to the public through no fault of any Seller or any of its Affiliates (or, prior to the Closing, the Company), (b) is obtained by any Seller or any of its Affiliates from a third party not under confidentiality obligations and without a breach of any obligations of confidentiality; or (c) the disclosing Party is advised in writing by counsel that disclosure is required by Law or Order; provided, however, that prior to disclosing any information pursuant to clause (c) above, such Person shall give prior written notice thereof to Buyer and provide Buyer with the opportunity to contest such disclosure and shall cooperate with efforts to prevent such disclosure. Notwithstanding the foregoing, this Section 5.3 will not prohibit (i) any retention of copies of records or disclosure (A) required by any applicable Law so long as reasonable prior notice is given to Buyer and the Company of such disclosure and a reasonable opportunity is afforded Buyer and the Company to contest the same or (B) made in connection with the enforcement of any right or remedy relating to this Agreement or the transactions contemplated thereby, (ii) the use by any Seller of general industry information or know-how in such Seller's ordinary course of business, or (iii) the use by any Seller of Confidential Information in the course of such Seller's duties as an employee of the Company or Buyer.

5.4 Further Assurances. From time to time after the Closing Date, upon reasonable request of any Party, each Party shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably required to consummate and make effective the transactions contemplated by the Transaction Documents.

5.5 Non-Competition and Non-Solicitation.

(a) The Sellers acknowledge and agree that (i) Buyer has required that each Seller, for itself and on behalf of its Related Persons, make the covenants set forth in this Section 5.5 as a condition to Buyer's willingness to purchase the Company Interests pursuant to this Agreement, (ii) the provisions of Section 5.3 and this Section 5.5 are reasonable and necessary to protect the goodwill of the business of the Company from and after Closing, and (iii) that a breach or threatened breach of Section 5.3 or this Section 5.5 would give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agree that in the event of a breach or a threatened breach by any Seller of any such obligations, Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

(b) Accordingly, in consideration of the premises contained herein and in consideration of and as an inducement to Buyer to consummate the transactions contemplated by this Agreement, each Seller, for itself and on behalf of such Seller's Related Persons, covenants and agrees that, no such Person shall, directly or indirectly:

(i) with respect to all Sellers and their respective Related Persons, during the period from and after the Closing Date until the third (3rd) anniversary of the Closing Date (such period, the "**Restricted Period**"), engage or invest in, own, manage, operate, finance, control, receive a financial interest in, or participate in the ownership, management, operation, financing, or control of, be employed by, any business that is primarily engaged in the development of sales enablement SaaS platform software (the "**Restricted Business**") in the United States (the "**Restricted Territory**"); provided, that (1) such Person may purchase or otherwise acquire up to (but not more than) two percent (2%) of any class of securities of any enterprise (but without otherwise participating in the activities of such enterprise) if such securities are listed on any national securities exchange or have been registered under Section 12(g) of the Exchange Act, (2) notwithstanding the foregoing, no member of a Seller's Family (other than such Seller) shall be prohibited from being employed by any business engaged in the Restricted Business, and (3) notwithstanding the foregoing, any member of a Seller's Family (other than such Seller) may purchase or otherwise acquire up to (but not more than) two percent (2%) of any class of securities of any enterprise (but without otherwise participating in the activities of such enterprise except as an employee pursuant to the immediately preceding clause (2));

(ii) during the applicable Restricted Period whether for such Person's own account or the account of any other Person: (A) solicit, employ, or otherwise engage as an employee, independent contractor or otherwise, any Person who was an employee of the Company on the Closing Date or in any manner induce or attempt to induce any such employee of the Company to terminate such employee's employment with the Company, Buyer or Buyer's Affiliates (including Parent) or (B) interfere with the relationship of the Company, Buyer or Buyer's Affiliates with any Person who was an employee of the Company on the Closing Date; provided, that such Person shall not be prohibited from placing any advertisements for positions to the public generally;

(iii) during the applicable Restricted Period: (A) solicit for business, which business is competitive with that of the Company, any customer, client or vendor of the Company, (B) encourage, induce, seek to encourage or induce, or assist any other Person to encourage, induce or seek to encourage or induce any customer, client or vendor of the Company to cease or adversely change its, his or her business relationship or dealings with the Company or (C) in any way deliberately interfere with the relationship between the Company and any customer, client or vendor; or

(iv) during the applicable Restricted Period: disparage the other Parties hereto, any of their respective Affiliates, the Company, Buyer or any of their respective services. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings), truthful statements in connection with any claim or matter relating to this Agreement or the transactions contemplated hereby or information provided in confidence to such Person's legal counsel.

(c) If any covenant of any Person in Section 5.3 or this Section 5.5 is held to be unreasonable, arbitrary, or against public policy, such covenant shall be considered to be divisible with respect to scope, time and geographic area, and such lesser scope, time or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, shall be effective, binding and enforceable against such Person.

(d) The period of time applicable to any covenant in this Section 5.5 for any Person shall be extended by the duration of any breach by such Person of such covenant (as determined in a final, unappealable judgement by a court of competent jurisdiction).

5.6 Cooperation in Litigation. In the event that a claim is asserted against Buyer or any of its Affiliates (including, after the Closing, the Company) with respect to the business of the Company or any of the transactions contemplated hereby, each Seller, at Buyer's sole expense and in any event subject to Article VI, (and, prior to Closing, the Company shall) reasonably cooperate with Buyer in the defense of such claim. Each Seller shall, at Buyer's sole expense and in any event subject to Article VI (and, prior to Closing, the Company shall), reasonably consult with Buyer regarding the defense of any proceedings or litigation against the Company or any Seller relating to any of the transactions contemplated hereby.

5.7 Governmental Approvals and Consents. Each party hereto shall, as promptly as possible, (i) make, or cause or be made, all filings and submissions required under any Law applicable to such party or any of its Affiliates; and (ii) use commercially reasonable efforts to obtain, or cause to be obtained, all consents, authorizations, Orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of such party's obligations pursuant to this Agreement and the other Transaction Documents. Each party shall cooperate fully with the other parties and their Affiliates in promptly seeking to obtain all such consents, authorizations, Orders and approvals. The parties hereto shall not wilfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, Orders and approvals.

5.8 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other parties (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement. Notwithstanding the foregoing, (A) Buyer shall be permitted to (a) issue press releases, make public announcements to and communicate with employees, customers and suppliers without the consent or participation of the Sellers, and (b) make customary disclosures to its Affiliates and/or their respective investors, potential investors, members or limited partners, so long as any such Person is bound by a confidentiality obligation with respect thereto, and (B) Parent shall be permitted to file a Form 8-K with the SEC, which Form 8-K shall include as an exhibit thereto a copy of this Agreement, the other Transaction Documents and, if determined by Parent, a copy of the press release issued by Parent regarding the execution by the Parties of this Agreement and the other Transaction Documents.

5.9 Release of Claims. Effective as of the Closing, each Seller, for and on behalf of himself or itself and each of his or its Affiliates, does hereby (and shall be deemed to have) IRREVOCABLY and UNCONDITIONALLY release, acquit and forever discharge the Released Parties, and each of them individually, from the Released Claims. Sellers hereby expressly waive any rights they have or may have under applicable Law to preserve Released Claims which they do not know or suspect to exist in their favor at the time of executing this Agreement. Sellers understand and acknowledge that they may discover facts different from, or in addition to, those which Sellers know or believe to be true with respect to the Released Claims, and agree that the release provided in this Section 5.9 shall be and remain effective in all respects notwithstanding any subsequent discovery of different or additional facts. If any Seller discovers that any fact relied upon in entering into such release was untrue, or that any fact was concealed, or that an understanding of the facts or law was incorrect, such Seller shall not be entitled to any relief as a result thereof, and Sellers hereby surrender any rights they might have to rescind the release provided in this Section 5.9 on any ground. Subject to the last sentence of this Section 5.9, Sellers will forever refrain and forbear from commencing, instituting or prosecuting any lawsuit, action or other proceeding of any kind against the Released Parties based on, arising out of, or in connection with any Released Claim. Sellers represent and warrant that they have full power and authority to release the Released Claims and that they have not assigned any rights in the Released Claims to any other Person. This Agreement is intended to be effective as a general release of and bar to all claims as stated in this Section 5.9. Accordingly, each Seller expressly waives all rights under Section 1542 of the California Civil Code, which states, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." Notwithstanding the foregoing, nothing set forth in this Section 5.9 shall affect the ability of Sellers to bring a claim or other Action under this Agreement or any of the other Transaction Documents and nothing in this Agreement shall be interpreted to release the Buyer from any of its obligations to Sellers under this Agreement.

5.10 Waiver of Rights. Each Seller and the Company hereby irrevocably waives any rights of first refusal, rights of first offer, call or put rights or similar rights pursuant to the Company LLC Agreement (and under any other applicable agreement) with respect to the consummation of the transactions contemplated by this Agreement, including the Rollover and any other transfer of Company Interests or other equity interests contemplated herein or therein.

5.11 Supplement to Disclosure Schedules. From time to time prior to the Closing, Sellers shall have the right (but not the obligation) to supplement or amend the Disclosure Schedule hereto with respect to any matter hereafter arising or of which it becomes aware after the date hereof (each, a "**Schedule Supplement**"). Any disclosure in any such Schedule Supplement shall be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement, including for purposes of the indemnification or termination rights contained in this Agreement or of determining whether or not the conditions set forth in Section 6.2 have been satisfied.

ARTICLE VI
INDEMNIFICATION

6.1 Indemnification by Sellers.

(a) Subject to the provisions of this Article VI, each Seller, separately and not jointly and severally, based on such Seller's Pro Rata Share, shall indemnify and hold harmless Buyer, its Affiliates (including, after the Closing, the Company and Parent) and their respective successors and permitted assigns (individually, a " **Buyer Indemnified Party**" and collectively, the "**Buyer Indemnified Parties**") from, against and in respect of all Damages suffered or incurred by any Buyer Indemnified Party in connection with, resulting from or arising out of:

(i) any breach or inaccuracy of any representation or warranty of the Company set forth in this Agreement;

(ii) any nonfulfillment or breach prior to the Closing of any covenant or agreement on the part of the Company set forth in this Agreement;

(iii) any Unpaid Company Indebtedness, Unpaid Transaction Expenses and Change of Control Payments; and

(iv) notwithstanding any disclosure in the Disclosure Schedule, any non-compliance with the terms of the Company PPP Loan or the inability to secure forgiveness of the Company PPP Loan, including for failure to receive consent for this Agreement and the transactions contemplated herein, and all costs, expenses and penalties associated therewith. There shall be no liability for indemnification under this Section 6.1(a)(iv) unless the aggregate amount of Damages, costs, expenses and penalties under this Section 6.1(a)(iv) exceeds $45,000, at which time Sellers will be obligated to indemnify Buyer Indemnified Parties only with respect to the aggregate amount of all Damages, costs, expenses and penalties described in this Section 6.1(a)(iv) in excess of such amount. Notwithstanding anything to the contrary in this Agreement, the Seller Indemnification Threshold and the Cap shall not apply to the indemnification provided in this Section 6.1(a)(iv).

(b) Subject to the provisions of this Article VI, each Seller, separately and not jointly and severally, shall indemnify and hold harmless the Buyer Indemnified Parties from, against and in respect of all Damages suffered or incurred by any Buyer Indemnified Party in connection with, resulting from or arising out of:

(i) any breach or inaccuracy of any representation or warranty of such Seller set forth in this Agreement; and

(ii) any nonfulfillment or breach of any covenant or agreement on the part of such Seller set forth in this Agreement.

6.2 Indemnification by Buyer. Subject to the provisions of this Article VI, Buyer shall indemnify and hold harmless each Seller, its Affiliates (excluding for the avoidance of doubt, the Company) and their respective successors and permitted assigns (individually, a "**Seller Indemnified Party**" and collectively, the "**Seller Indemnified Parties**") from and against all Damages suffered or incurred by any Seller Indemnified Party in connection with, resulting from or arising out of:

(a) any breach or inaccuracy of any representation or warranty of Buyer set forth in this Agreement; and

(b) any nonfulfillment or breach of any covenant or agreement on the part of Buyer set forth in this Agreement.

6.3 Limitations on Indemnification Obligations.

(a) Notwithstanding Section 6.1, there shall be no liability for indemnification under Section 6.1(a)(i) unless the aggregate amount of Damages under this Agreement exceeds $30,000 (the "**Seller Indemnification Threshold**"), at which time Sellers will be obligated to indemnify Buyer Indemnified Parties only with respect to the aggregate amount of all Damages described in Section 6.1(a)(i) in excess of such amount, subject to the remaining limitations in this Article VI (including the limitations set forth in Section 6.3(b)). In no event shall Sellers maximum indemnification liability to Buyer Indemnified Parties (i) pursuant to Section 6.1(a)(i) exceed $560,000 (the "**Cap**"), and (ii) pursuant to this Agreement exceed the aggregate amount of the cash proceeds actually received directly by the Sellers pursuant to this Agreement (other than claims arising from Fraud on the part of a party hereto in connection with the transactions contemplated by this Agreement) or, with respect to each individual Seller, such Seller's Pro Rata Portion of the aggregate cash proceeds actually received by the Sellers.

(b) Notwithstanding the foregoing, the Seller Indemnification Threshold and the Cap shall not apply to Damages based upon, arising out of, with respect to or by reason of (i) any inaccuracy in or breach of any Fundamental Representation, (ii) any claims arising from Fraud on the part of a party hereto in connection with the transactions contemplated by this Agreement, or (iii) any claims arising under Section 6.1(a)(iv).

(c) Subject to Section 6.3(a), for purposes of this Article VI, solely for purposes of calculating the amount of any Damages arising from a breach of any representation, warranty or covenant contained in this Agreement which is qualified by the words "material," "in all material respects" or similar "materiality" qualifiers, such Damages shall be calculated as if such qualifier were not contained therein.

(d) Notwithstanding anything in this Agreement to the contrary, no party will be entitled to indemnification or reimbursement under any provision of this Agreement for any amount to the extent such party or its Affiliates have been indemnified or reimbursed for such amount under any other provision of this Agreement or any other document executed in connection with this Agreement or otherwise. For the avoidance of doubt, Damages shall not include any amounts that were actually included in Unpaid Company Indebtedness, Unpaid Transaction Expenses or Change of Control Payments or as liabilities in the final determination of Working Capital.

(e) Furthermore, in the event any Damages related to a claim by any of the Indemnified Parties are covered by insurance, the parties will use commercially reasonable efforts to seek recovery under available insurance (with no requirement to file a lawsuit or any other legal proceeding against an insurer), and no Indemnified Party will be entitled to recover from any of the Indemnifying Parties (and shall refund amounts received up to the amount of indemnification actually received) with respect to such Damages to the extent the Indemnified Party actually recovers the insurance payment specified in the policy, in each case giving effect to deductibles or self-insured or co-insurance payments made and net of the present value of any reasonably probable increase in insurance premiums or other reasonable charges paid or to be paid by the Indemnified Party resulting from such Damages and all reasonable costs and expenses incurred by the Indemnified Party in recovering such proceeds from its insurers.

6.4 Survival and Expiration of Representations, Warranties, Covenants and Agreements. With respect to any claim that any Party may have against any other Party that is permitted pursuant to the terms of this Agreement, the survival periods set forth and agreed to in this Section 6.4 shall govern when any such claim may be brought.

(a) The representations and warranties (other than the Fundamental Representations) made by the Parties in this Agreement shall survive the Closing and shall expire on the date that is twelve (12) months after the Closing Date; provided, that the Fundamental Representations shall survive until sixty (60) days after the expiration of the statute of limitations applicable to the subject matter of the representations and warranties set forth in those Sections.

(b) The covenants and agreements of the Parties under this Agreement shall survive the Closing in accordance with their terms.

(c) If a Claim Notice has been timely given in accordance with this Agreement prior to the expiration of the applicable survival period for such representation, warranty, covenant or agreement, then the applicable representation, warranty, covenant or agreement shall survive solely as to such claim, until such claim has been finally resolved.

6.5 Indemnification Procedures. All claims for indemnification under this Article VI ("**Claims**") shall be asserted and resolved as follows:

(a) In the event that any Person entitled to indemnification hereunder (the "**Indemnified Party**") has a Claim against any Party obligated to provide indemnification pursuant to Section 6.1 or Section 6.2 (the "**Indemnifying Party**") arising out of a Claim asserted against an Indemnified Party by a third party (a "**Third Party Claim**"), the following provisions shall apply:

(i) The Indemnified Party shall with reasonable promptness notify the Indemnifying Party in writing of such Third Party Claim, describing the Third Party Claim in reasonably detail and the amount or the estimated amount thereof to the extent then feasible (which estimate shall not be conclusive of the final amount of such Third Party Claim) of the Damages that have been or may be sustained by the Indemnified Party (the "**Claim Notice**"). The Indemnified Party's failure to give reasonably prompt notice as required by this Section 6.5 of any Third Party Claim which may give rise to a right of indemnification hereunder shall not relieve the Indemnifying Party of any liability which the Indemnifying Party may have to the Indemnified Party, except to the extent that the failure to give such notice materially and adversely prejudiced the Indemnifying Party.

(ii) If any Indemnified Party asserts a Claim involving a Third Party Claim, the Indemnifying Party shall, within fifteen (15) calendar days from delivery of the Claim Notice (the "**Notice Period**"), notify the Indemnified Party whether or not the Indemnifying Party desires to defend against such Third Party Claim. If, and for so long as, the Indemnifying Party notifies the Indemnified Party within the Notice Period that the Indemnifying Party desires to defend the Indemnified Party against such Third Party Claim, then except as hereinafter provided, such Indemnifying Party shall have the right to defend against such Third Party Claim by appropriate proceedings with legal counsel reasonably acceptable to the Indemnified Party (such acceptance not to be unreasonably withheld, conditioned or delayed); provided, however, that, unless the Indemnified Party otherwise agrees in writing (which agreement shall not be unreasonably withheld, conditioned or delayed), the Indemnifying Party may not settle any matter (in whole or in part) unless such settlement (I) includes a complete and unconditional release of the Indemnified Party and its Affiliates in respect of the Third Party Claim, (II) involves no admission of wrongdoing by the Indemnified Party or its Affiliates and (III) excludes any injunctive or non-monetary relief applicable to the Indemnified Party or its Affiliates. If the Indemnified Party desires to participate in, but not control, any such defense or settlement the Indemnified Party may do so at its sole cost and expense. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend the Third Party Claim within a reasonable period of time or with reasonable diligence, the Indemnified Party shall be entitled to assume such control, and the Indemnifying Party shall have the right to be informed and consulted with respect to the negotiation, settlement or defenses of such Third Party Claim.

(iii) If (A) the Indemnifying Party elects not to defend the Indemnified Party against such Third Party Claim, (B) fails to defend such claim within a reasonable period of time or with reasonable diligence, or (C) the Indemnified Party advises that there are conflicts of interest that, based on advice of counsel, cause the joint representation of the Indemnifying Party and Indemnified Party by a single counsel to cause joint representation of the indemnifying and indemnified parts to be inappropriate under applicable standards of professional conduct, then the Indemnified Party, without waiving any rights against the Indemnifying Party, may assume control of the defense of such Third Party Claim and the Indemnifying Party shall have the right to be informed and consulted with respect to the negotiation, settlement or defenses of such Third Party Claim. If the Indemnified Party is defending a Third Party Claim, such Indemnified Party may not settle any matter (in whole or in part) unless the Indemnifying Party agrees in writing thereto (which agreement shall not be unreasonably withheld conditioned or delayed).

(b) For purposes of this Section 6.5, (i) if any or all Sellers comprise the Indemnifying Party, any references to the Indemnifying Party (except provisions relating to an obligation to make any payments) shall be deemed to refer to the Seller Representative, and (ii) if any or all Sellers comprise the Indemnified Party, any references to the Indemnified Party (except provisions relating to an obligation to make or a right to receive any payments) shall be deemed to refer to the Seller Representative.

6.6 Payment. Once a Claim has been finalized pursuant to the procedures set forth in Section 6.5, the Indemnifying Party shall promptly remit to the Indemnified Party the amount of any such Claim. If any Seller is the Indemnifying Party, Sellers obligations to indemnify Buyer Indemnified Parties pursuant to Section 6.1 or Section 5.2(d) shall be satisfied by the Seller Representative (on behalf of the Sellers).

6.7 Obligation to Mitigate. Each Indemnified Party shall take, and cause its Affiliates to take, all reasonably steps to mitigate any Damages upon becoming aware of any event or circumstances that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum, extent necessary to remedy the breach that give rise to such Damages.

6.8 Exclusive Remedy. Except as otherwise expressly provided in this Agreement (including, for the avoidance of doubt, disputes under Section 1.5, which are subject to a specified dispute resolution procedure) and except with respect to Fraud, claims for injunctive or other equitable relief under Section 8.8 or offset rights, the remedies provided for in this Article VI and in Section 5.2(d) will be the sole and exclusive remedies of the parties hereto and their Affiliates and their respective stockholders, members, managers, trustees, officers, directors, employees, agents, representatives, successors and assigns for claims arising out of any breach of or inaccuracy in any representation, warranty, covenant, agreement or obligation contained in this Agreement or in any certificate delivered pursuant hereto. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VI; provided, however, that the rights and remedies provided by this Agreement are cumulative and non-exclusive, and the availability or use of any one right or remedy by any party will not preclude or waive the right to use any or all other remedies. The provisions in this Article VI do not: (a) waive or affect any claims for Fraud to which any party may be entitled, or relieve or limit the liability of any party from any liability arising out of or resulting from claims for Fraud, and (b) waive or affect any equitable remedies to which any party may be entitled.

ARTICLE VII
DEFINITIONS

7.1 Specific Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) "**Acquisition Proposal**" means any inquiry, proposal or offer from any Person (other than Buyer or any of its Affiliates) concerning (a) a merger, consolidation, liquidation, recapitalization, equity interest exchange or other business combination transaction involving the Company; (b) the issuance or acquisition of membership interests or other equity securities of the Company; or (c) the sale, lease, exchange or other disposition of any significant portion of the Company's properties or assets.

(b) "**Action**" means civil, criminal or administrative action, suit, litigation, claim, complaint, hearing, investigation, inquiry, review, examination, audit, arbitration or proceeding by or before any Governmental Authority.

(c) "**Affiliate**" means, with respect to any specified Person, any Person that, directly or indirectly through one or more entities, controls or is controlled by, or is under common control with, such specified Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(d) "**Assets**" means all tangible, intangible and other assets, contracts, rights and properties used, held for use, owned or purportedly owned by the Company.

(e) "**Benefit Arrangement**" means any benefit plan, policy, contract or arrangement, whether written or unwritten, that is not a Benefit Plan and that provides benefits, compensation, including employment agreements or consulting agreements, severance pay, stay or retention bonuses or compensation, change in control payments or benefits, executive or incentive compensation, sick leave, vacation pay, disability pay, retirement, post-employment benefit, deferred compensation, bonus, commission bonus, equity based compensation, including stock purchase and stock option incentives, hospitalization, medical or disability insurance, life insurance, tuition reimbursement, material fringe benefit and any plans subject to Section 125 of the Code.

(f) "**Benefit Plan**" has the meaning given in ERISA Section 3(3), together with contracts, plans or arrangements that would be so defined if they were not otherwise exempt from ERISA by that or another section.

(g) "**Books and Records**" means, with respect to the Company, any and all business records, financial books and records, minute books, sales order files, purchase order files, supplier lists, customer lists, studies, surveys, analyses, strategies, plans, forms, designs, diagrams, drawings, specifications and technical data.

(h) "**Business Day**" means any day other than (i) a Saturday or Sunday or (ii) a day on which the banking institutions located in Newport Beach, California are generally authorized or required by Law, executive Order or governmental decree to remain closed.

(i) "**CARES Act**" means The Coronavirus Aid, Relief, and Economic Security Act, Pub.L. 116–136 (03/27/2020).

(j) "**Change of Control Payments**" means the aggregate amount of any bonuses or other similar types of payments made or required to be made, as of the Closing Date, to employees of the Company as a result of the transactions contemplated by this Agreement, in all cases, including any employer payroll and other employment Taxes payable by the Company in connection therewith.

(k) "**Closing Payment Certificate**" means a certificate signed by an officer of the Company and the Seller Representative, setting forth the allocation of the payment of the Closing Payment to Sellers in accordance with the Company LLC Agreement and the allocation of the Change of Control Payments to the applicable employees of the Company.

(l) "**COBRA**" means Part 6 of Title I of ERISA.

(m) "**Code**" means the United States Internal Revenue Code of 1986, as amended.

(n) "**Commercial Tax Agreement**" means customary commercial agreements not primarily related to Taxes that contain agreements or arrangements relating to the apportionment, sharing, assignment or allocation of Taxes (such as financing agreements with Tax gross-up obligations or leases with Tax escalation provisions).

(o) "**Company Benefit Arrangement**" means any Benefit Arrangement sponsored or maintained by the Company or with respect to which the Company has any current or future Liability (whether actual, contingent, with respect to any of its assets or otherwise), in each case with respect to any present or future employees, consultants or service providers of the Company.

(p) "**Company Benefit Plan**" means any Benefit Plan sponsored or maintained by the Company or with respect to which the Company has any current or future Liability (whether actual, contingent, with respect to any of its assets or otherwise), in each case with respect to any present or former employees, consultants, or service providers of the Company.

(q) "**Company Indebtedness**" means, at any time, without duplication, the aggregate amount of (i) indebtedness of the Company for borrowed money, and any accrued interest and fees and expenses (if any) related thereto to the extent paid or payable at the Closing, including the Company PPP Loan, (ii) indebtedness of the Company evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security, (iii) obligations of the Company under any interest rate, currency or other hedging agreement, (iv) obligations of the Company under any performance bond or letter of credit, but only to the extent drawn or called prior to the Closing Date, (v) all capitalized lease obligations of the Company as determined under GAAP, (vi) all unpaid non-Income Taxes of the Company (regardless of whether such Taxes are due and payable as of the Closing Date) with respect to all Pre-Closing Tax Periods (which shall not be an amount less than zero, which shall not include any offsets or reductions with respect to refunds or overpayments of Tax), (vii) guarantees by the Company with respect to any indebtedness of any other Person of a type described in clauses (i) through (vi) above, and all accrued interest thereon, if any, and any termination fees, prepayment penalties or premiums, "breakage" cost or similar payments associated with the repayments of such amounts on the Closing Date to the extent paid or payable on the Closing Date. For the avoidance of doubt, Company Indebtedness shall not include (A) any obligations of the Company under any performance bond or letter of credit to the extent undrawn or uncalled, (B) any Liability accounted for in determining the Final Working Capital Amount, (C) any intercompany Liability of the Company, and (D) any indebtedness incurred by Buyer and its Affiliates (and subsequently assumed by the Company) on the Closing Date.

(r) "**Company Intellectual Property**" means all Intellectual Property used, or held for use, in the Company's conduct of its business in the manner currently conducted, including all Company Licensed Intellectual Property and all Company Owned Intellectual Property.

(s) "**Company Leased Real Property**" means all Real Property leased by the Company.

(t) "**Company Licensed Intellectual Property**" means all Intellectual Property that is licensed to, or as to which other rights of use are granted to, the Company by any third party.

(u) "**Company LLC Agreement**" means the Operating Agreement of the Company, dated as of April 22, 2010, as amended.

(v) "**Company Owned Intellectual Property**" means all Intellectual Property owned or purported to be owned by the Company, in whole or in part.

(w) "**Company's knowledge**", "**knowledge of the Company**", "**known by the Company**" or phrases of similar import, mean the actual knowledge of Steve Deverall and Dustin Kenyon.

(x) "**Confidential Information**" means, as to any Person, any information not generally known outside such Person that may be of value to such Person, including information that has not been disclosed to the public or to the trade with respect to such Person's present or future business, operations, services, products, research, inventions, discoveries, drawings, designs, plans, processes, models, technical information, facilities, methods, trade secrets, software, source code, systems, procedures, manuals, specifications, confidential reports, price lists, pricing formulas, customer lists, financial information (including the revenues, costs or profits associated with any of such Person's products or services), business plans, lease structures, projections, prospects, opportunities or strategies, acquisitions or mergers, advertising or promotions, personnel matters, legal matters, any other confidential and proprietary information, but excludes any information already properly in the public domain or otherwise publicly known. "**Confidential Information**" also includes confidential and proprietary information and trade secrets that third parties entrust to such Person in confidence.

(y) "**Confidentiality Agreement**" means the Confidentiality Agreement dated as of June 3, 2020 by and between the Company and Parent.

(z) "**Contract**" means any contract, plan, undertaking, arrangement, concession, understanding, agreement, agreement in principle, franchise, permit, instrument, license, lease, sublease, note, bond, indenture, deed of trust, mortgage, loan agreement or other binding commitment, whether written or oral.

(aa) "**COVID-19 Law**" means the CARES Act and the Families First Coronavirus Response Act of 2020.

(bb) "**COVID-19 Quarantine Period**" means with respect to each regular work location the period during which the applicable state or local Governmental Authority restricted nonessential work at such location.

(cc) "**Current Assets**" means cash and cash equivalents, and accounts receivable.

(dd) "**Current Liabilities**" means accounts payable (including credit card debt), unearned income and the N/P Infuse Media amount; provided, however, that the amount of the PPP Loan shall be excluded from the definition of Current Liabilities.

(ee) "**Current Government Contract**" means any Government Contract for which the performance period has not expired or for which final payment has not been received.

(ff) "**Damages**" means, with respect to any Person, all actual liabilities, losses, claims, damages, Taxes, costs and expenses (including reasonable legal expenses and costs) of such person; provided, however, that other than to the extent paid or payable to a third party in a Third Party Claim, Damages shall not include any special, indirect, punitive, incidental, speculative or consequential damages (including without limitation loss of goodwill) or any losses based on any type of multiple (including for example of revenues or earnings) or any costs or expenses of any party to this Agreement or any of its Affiliates that are related to the time spent on any indemnified matter by employees or management of such party or Affiliate, except to the extent such costs or expenses are incurred by a party out-of-pocket (e.g., costs associated with the engagement of third-party consultants or experts relating to the indemnified matter).

(gg) "**Documentation**" means printed, visual or electronic materials, reports, white papers, documentation, specifications, designs, flow charts, code listings, instructions, user manuals, frequently asked questions, release notes, recall notices, error logs, diagnostic reports, marketing materials, packaging, labeling, service manuals and other information describing the use, operation, installation, configuration, features, functionality, pricing, marketing or correction of a product, whether or not provided to end user.

(hh) "**Employee Payments**" means the aggregate amount of accrued multi-year, annual, quarterly, and/or periodic bonuses, sales commission and other non-equity cash incentives for employees of the Company in respect of any year or performance period prior to or in which the Closing Date occurs, whether or not payable in accordance with their terms ("**Bonus Payments**"). For clarity, the amount of the Bonus Payments shall represent the amount required to be accrued by the Company for such amounts for the period ending on the Closing Date.

(ii) "**Employee Seller**" means any Seller that is an employee of the Company or an Affiliate of any such employee.

(jj) "**Equity Interest**" means, with respect to any Person, (i) any share, partnership or limited liability company interest, unit of participation or other similar interest (however designated) in such Person and (ii) any option, warrant, purchase right, conversion right, exchange right or other agreement that would entitle any other Person to acquire any such interest in such Person (including share appreciation, phantom share, profit participation or other similar rights).

(kk) "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

(ll) "**ERISA Affiliate**" means any Person that, together with the Company, is treated as a single employer under Section 414 of the Code and the regulations issued thereunder.

(mm) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

(nn) "**Family**" means, with respect to a particular individual, (a) the individual, (b) the individual's spouse, (c) any other natural Person who is related to the individual or the individual's spouse within the first degree and (d) any other natural Person who resides with such individual.

(oo) "**Fraud**" means common law fraud with intent to deceive another party hereto, or to induce such other party to enter into this Agreement and requires: (i) a false representation of material fact made in this Agreement or any certificate expressly required to be delivered pursuant to the terms of this Agreement; (ii) with knowledge that such representation is false; (iii) with an intention to induce the party to whom such representation is made to act or refrain from acting in reliance upon it; and (iv) causing such party to actually rely on such representation and to suffer damage by reason of such reliance; provided, however, that for the avoidance of doubt, "Fraud" shall not include constructive fraud, equitable fraud, promissory fraud, unfair dealings fraud, or any torts (including fraud) based on negligence or recklessness.

(pp) "**Fundamental Representations**" means Sections 2.1 (Due Organization; Power; Subsidiaries), 2.2(a) (Authorization; No Conflict), 2.3 (Capitalization), 2.8 (Taxes), and 2.18 (Brokers and Agents) and Article III (Representations and Warranties of Sellers), except for Section 3.1(b).

(qq) "**GAAP**" means generally accepted accounting principles in the United States as in effect from time to time.

(rr) "**Government Contract**" means any Contract that (i) is between the Company and a Governmental Authority or (ii) is entered into by the Company as a subcontractor (at any tier) in connection with a Contract between another Person or entity and a Governmental Authority; provided that any task, delivery, or similar order under any indefinite-type contract shall not be deemed to be a separate contract, but a part of the contract under which such order is issued.

(ss) "**Governmental Authority**" means any federal, state, tribal, province, county, local or foreign governmental or quasi-governmental entity or municipality or subdivision thereof or any authority, department, commission, board, bureau, agency, court, tribunal, unit, body, instrumentality, licensing authority, enforcement or administrative authority, taxing or arbitral body, multinational organization, any applicable self-regulatory organization or body entitled to exercise any administrative, executive or regulatory power of any nature.

(tt) "**Income Tax**" means any United States federal, state, local or non-U.S. Tax that, in whole or in part, is based on, measured by or calculated by reference to gross or net income.

(uu) "**Income Tax Return**" means any Tax Return with respect to any Income Tax.

(vv) "**Intellectual Property**" means the following subsisting throughout the world: (i) patents, patent applications, utility models, design registrations and certificates of invention and other governmental grants for the protection of inventions or industrial designs (including all related continuations, continuations-in-part, divisionals, reissues and reexaminations) (collectively, "**Patent Rights**"); (ii) trademarks and service marks, trade dress, logos, Internet domain names, corporate names, domain names and doing business designations and all registrations and applications for registration of the foregoing (collectively, "**Trademarks**"), and all goodwill in the foregoing; (iii) copyrights, designs, data and database rights and registrations and applications for registration thereof, including moral rights of authors; (iv) mask works and registrations and applications for registration thereof and any other rights in semiconductor topologies under the Laws of any jurisdiction; (v) confidential inventions, invention disclosures, trade secrets, business information, know-how, manufacturing and product processes and techniques, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, whether patentable or non-patentable, whether copyrightable or non-copyrightable and whether or not reduced to practice; and (vi) other proprietary rights relating to any of the foregoing (including remedies against infringement thereof and rights of protection of interest therein under the Laws of all jurisdictions).

(ww) "**Intellectual Property Registrations**" means Patent Rights, registered Trademarks, registered copyrights and designs, mask work registrations and applications for each of the foregoing.

(xx) "**Law**" means each applicable law, Order, judgment, rule, code, statute, regulation, requirement, variance, decree, writ, injunction, award, ruling or ordinance of any Governmental Authority, including, without limitation, Title V of the Gramm-Leach-Bliley Act; Title X of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010; the Electronic Fund Transfer Act; the U.S.A. PATRIOT Act of 2001; the Bank Service Company Act; state escheat statutes; and the rules, regulations and requirements of the Consumer Financial Protection Bureau, the Financial Crimes Enforcement Network and Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Federal Trade Commission, and the Federal Financial Institutions Examination Council.

(yy) "**Liability**" means any direct or indirect liability, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, whether accrued, absolute, contingent, mature, unmatured or otherwise and whether known or unknown, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured.

(zz) "**Lien**" means, with respect to any property or asset, any mortgage, security interest, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or otherwise), charge, preference, priority or other security agreement, option, warrant, attachment, right of first refusal, preemption, conversion, put, call or other claim or right, restriction on transfer, under any shareholder or similar agreement.

(aaa) "**Material Adverse Effect**" means any condition, result, occurrence, fact, change, event or effect (collectively, "**Events**") that, individually or in the aggregate with any other results, occurrences, facts, changes, events and/or effects, has had, or would reasonably be expected to have, a material adverse effect on (i) the business, assets, operations or condition (financial or otherwise) of the Company, taken as a whole, or (ii) the ability of the Company, the Seller Representative or any Seller to consummate the transactions contemplated hereby or to perform their respective obligations hereunder. Notwithstanding the foregoing, none of the following shall be deemed to constitute or be taken into account in determining whether there has been, a Material Adverse Effect: (A) changes following the date hereof in the industries in which the Company operates, including in any change in the financial markets, credit markets or capital markets in the United States, (B) acts of God, or any change in national or international political or social conditions, including the engagement by the United States or any other country or group in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States or any other country, or any of their respective territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States or any other country or group, (C) any change in GAAP (or the interpretation thereof) after the date of this Agreement, (D) any change in Law, rules, regulations, Orders, or other binding directives issued by any Governmental Authority (or the interpretation thereof), (E) any failure by the Company to meet any internal or external operating projections or forecasts or revenue or earnings predictions (provided that this clause (E) shall not prevent a determination that any change or effect underlying such failure to meet projections or forecasts has resulted in a Material Adverse Effect), (F) compliance with the terms of, or the taking of any action expressly required by this Agreement, or the failure to take any action prohibited by this Agreement or any Closing Document or (G) the public announcement or pendency of this Agreement or any of the transactions contemplated herein; provided, further, in each case under clauses (A), (B), (C) or (D), such matter shall be disregarded solely to the extent that such change does not disproportionately affect the Company in a disproportionate manner relative to other Persons operating in the industries and markets in which the Company operates.

(bbb) "**Membership Interest Rollover Amount (Closing)**" shall mean $3,200,000.

(ccc) "**Membership Interest Rollover Consideration**" means the aggregate number of Buyer's Class B units transferred to the Sellers as part of the Membership Interest Rollover at Closing, which aggregate number of Buyer's Class B units shall be calculated as the Membership Interest Rollover Amount (Closing) *divided* by the quotient of (A) the sum of the VWAPs of Parent Common Stock during the ten (10) consecutive Trading Day period ending on the Trading Day immediately preceding the Closing, divided by (B) ten (10).

(ddd) "**Multiemployer Plan**" means any Benefit Plan described in Section 3(37) of ERISA.

(eee) "**Neutral Accountant**" means a nationally- or regionally- recognized accounting firm that is mutually acceptable to Buyer and the Seller Representative.

(fff) "**Open Source Materials**" means all Software, Documentation or other material that is distributed as "free software", "open source software" or under a similar licensing or distribution model, including the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), or any other license described by the "Open Source Initiative" as set forth on www.opensource.org.

(ggg) "**Order**" means any order, writ, injunction, decree, stipulation, judgment, award, determination or demand of a Governmental Authority.

(hhh) "**Ordinary Course of Business**" means, when used in relation to an action taken by a Person, that such action: (a) is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person as presently conducted; and (b) is not required to be authorized by the board of directors of such Person (or by any Person or group of Persons exercising similar authority).

(iii) "**Organizational Documents**" means: (i) the articles or certificate of incorporation and the bylaws of a corporation; (ii) the partnership agreement and any statement of partnership of a general partnership; (iii) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (iv) the limited liability company agreement, operating agreement and the certificate of organization of a limited liability company; (v) the trust agreement and any documents that govern the formation of a trust; (v) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (vi) any amendment to any of the foregoing.

(jjj) "**Parent**" means Verb Technology Company, Inc., a Nevada corporation.

(kkk) "**Partnership Audit Provisions**" means the Bipartisan Budget Act of 2015 and Sections 6221-6231 of the Code (and the Treasury Regulations promulgated thereunder), as amended thereunder (and comparable provisions of state and local tax law).

(lll) "**Pension Plan**" means any Benefit Plan subject to Code Section 412 or ERISA Section 302 or Title IV of ERISA (including any Multiemployer Plan).

(mmm) "**Permit**" with respect to any Person, any license, registration, accreditation, bond, franchise, permit, consent, approval, right, privilege, certificate or other similar authorization issued by, or otherwise granted by, any Governmental Authority or any other Person to which or by which such Person is subject or bound or to which or by which any property, business, operation or right of such Person is subject or bound.

(nnn) "**Permitted Liens**" means (i) any Lien for Taxes that are not yet due and payable as of the Closing Date or for Taxes that the taxpayer is diligently contesting in good faith by appropriate proceedings and for which adequate reserves are established on the Books and Records of the Company, (ii) any landlord's, mechanic's, carrier's, workmen's, repairmen's or other similar statutory Lien arising or incurred in the ordinary course of business that does not materially detract from the value or use of the property encumbered thereby, (iii) any minor imperfection of title, condition, easement and reservation of rights (including any easement and reservation of, or rights of others for, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes), encroachment, covenant or restriction that does not materially detract from the use of the property encumbered thereby or interfere or otherwise impair the current use, occupancy, value or marketability of title of the assets subject thereto, (iv) restrictions on transfers under applicable state and federal securities Laws or pursuant to the terms of the Company LLC Agreement, and (v) Liens that will be released and discharged at or prior to the Closing.

(ooo) "**Person**" means any natural person, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, department, commission, self-regulatory organization, arbitrator, board, bureau, instrumentality, Governmental Authority or other entity, enterprise, authority or business organization.

(ppp) "**Pro Rata Share**" means, with respect to any Seller, the percentage set forth next to such Seller's name on Annex A; for the avoidance of doubt, such percentage shall be calculated without giving effect to the Membership Interest Rollover.

(qqq) "**Qualified Plan**" means any Company Benefit Plan that is intended to meet the requirements of Section 401(a) of the Code.

(rrr) "**Real Property**" means all interests in real property including fee estates, leaseholds and subleaseholds, purchase options, easements, licenses, rights to access, and rights of way, and all buildings and other improvements thereon, together with any additions thereto or replacements thereof.

(sss) "**Real Property Lease**" means any lease, sublease, license or other Contract with respect to Real Property.

(ttt) "**Related Party**" means any Seller or any officer, director, partner, manager, equity holder or employee of the Company or an Affiliate of any such Person.

(uuu) "**Related Person**" means, (a) with respect to an entity, (i) any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with such specified Person; (ii) each Person that serves as a director, officer, partner, member, manager, executor, or trustee of such specified Person (or in a similar capacity); (iii) any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity); and (iv) any Related Person of any individual described in clause (ii) or (iii) or, (b) with respect to an individual, (i) each other member or such individual's Family; (ii) any Person that is directly or indirectly controlled by such individual or one or more members of such individual's Family; and (iii) any Person with respect to which such individual or one or more members of such individual's Family serves as a director, officer, partner, member, manager, executor, or trustee (or in a similar capacity).

(vvv) "**Released Claims**" means, collectively, any and all charges, complaints, claims, Liabilities, obligations, promises, agreements, covenants, controversies, judgments, executions, damages, proceedings, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs) of any nature whatsoever, known or unknown, suspected or unsuspected, absolute or contingent, direct or indirect, that the Selling Parties or any of their respective Related Persons have or may have (including nominally or beneficially) against any of the Released Parties related to facts, circumstances, events, actions or omissions which occurred, arose or accrued prior to the Closing Date, including those arising out of or in connection with the past or present ownership of equity securities of the Company; and each of the foregoing, individually, is a "**Released Claim**"; provided, however, that Released Claims shall not include (a) any right of Sellers arising out of or relating to this Agreement; or (b) any right of any Seller as an employee of the Company to recover accrued salary, benefits, bonuses, paid time off and expense reimbursement in the Ordinary Course of Business.

(www) "**Released Parties**" means, collectively, (a) the Company and each of its past, present and future Affiliates; (b) Buyer and each of its past, present and future Affiliates, including Parent; (c) each of the past, present and future Representatives of the Persons described in clauses (a) and (b) above; and (d) each of the successors and assigns of each of the Persons described in clauses (a) through (c) above; and, each of the foregoing, individually, is a "**Released Party**".

(xxx) "**Representatives**" means, with respect to any Person, such Person's officers and directors (or persons holding comparable positions), employees, consultants, independent contractors, subcontractors, accountants, legal and other agents.

(yyy) "**Securities Act**" means the United States Securities Act of 1933, as amended.

(zzz) "**Sensitive Data**" means any information of or about an identifiable living individual that (i) under Law or obligation by written contract or agreement requires Handling, (ii) under Law or by written contract or agreement requires the affected individual or a Governmental Authority to be notified if such information is lost, misused, wrongly accessed, wrongly acquired or compromised; or (iii) alone or in combination with other information can be used to identify an identifiable living individual.

(aaaa) "**Software**" means software code, applications, utilities, algorithms, development tools, diagnostics, databases and/or embedded systems, whether in source code, interpreted code or object code form.

(bbbb) "**Target Working Capital**" means $(100,000).

(cccc) "**Tax**" and "**Taxes**" means any net income, gains, gross income, gross receipts, ad valorem, premium, value-added, documentary, recapture, alternative or add-on minimum, disability, registration, recording, excise, real property, personal property, escheat, unclaimed property, sales, use, license, lease, service, service use, transfer, withholding, employment, unemployment, insurance, social security, national insurance, business license, business organization, environmental, workers compensation, payroll, profits, severance, stamp, occupation, windfall profits, customs duties, franchise, estimated taxes and other taxes or similar assessments imposed by the United States of America or any state, local or foreign government, or any agency or political subdivision thereof, and any interest, fines, penalties or additions to tax imposed with respect to such items.

(dddd) "**Tax Proceeding**" means any audit, investigation, litigation, dispute or other similar proceeding with respect to Taxes.

(eeee) "**Tax Return**" means any and all reports, returns (including information returns and claims for refunds), declarations, or statements relating to Taxes, including any schedule or attachment thereto and any amendment thereof filed or required to be filed with any Governmental Authority in connection with the determination, assessment, collection or payment of Taxes or in connection with the administration, implementation or enforcement of or compliance with any legal requirement relating to any Tax.

(ffff) "**Trading Day**" means a day on which the principal Trading Market is open for trading.

(gggg) "**Trading Market**" means any of the following markets or exchanges on which the Parent Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing).

(hhhh) "**Transaction Documents**" means this Agreement and each of the other agreements and instruments contemplated hereby to be executed on the date hereof or on the Closing Date by a Seller, the Seller Representative, the Company, Buyer and/or any of their respective Affiliates. For the avoidance of doubt, the Transaction Documents include this Agreement, the Membership Interest Assignment Agreement, the Rollover Agreements, and the Key Employee Agreements.

(iiii) "**Transaction Expenses**" means, to the extent payable by any Seller or the Company (and not paid by such Seller or the Company before the Closing), all costs and expenses incurred by or on behalf of any Seller or the Company prior to the Closing in connection with the preparation, execution and performance of this Agreement and any related agreements in connection with the transactions contemplated by this Agreement, including, without limitation, all fees and out of pocket expenses due all attorneys, accountants and financial advisors of any Seller or the Company.

(jjjj) "**Unpaid Company Indebtedness**" means all Company Indebtedness outstanding at the Closing, other than the Company PPP Loan.

(kkkk) "**Unpaid Employee Payments**" means all Employee Payments accrued and unpaid as of the Effective Time.

(llll) "**Unpaid Transaction Expenses**" means all Transaction Expenses outstanding at the Closing.

(mmmm) **"VWAP**" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Parent Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Parent Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Parent Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Parent Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Parent Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Parent Common Stock are then reported on the Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Parent Common Stock so reported, or (d) if the volume weighted average price cannot be calculated for the Parent Common Stock on such date on any of the foregoing bases, the volume weighted average price of the Parent Common Stock on such date shall be the fair market value as mutually determined by the Parties. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during such period.

(nnnn) "**Working Capital**" means, as of the Effective Time, the amount (which may be a positive or negative number), without duplication, equal to (a) the Current Assets of the Company, at least $250,000 of which shall be in the form of cash, minus (b) the Current Liabilities of the Company.

7.2 Accounting Terms. Except as otherwise expressly provided in this Agreement, all accounting terms used herein shall be interpreted, and all financial statements and certificates and reports as to financial matters required to be delivered hereunder shall be prepared, in accordance with GAAP.

7.3 Usage. The defined terms herein shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. All references herein to "Articles", "Sections", "Exhibits" and "Schedules" shall be deemed to be references to Articles and Sections of and Exhibits and Schedules to this Agreement unless the context shall otherwise require. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The phrase "ordinary course of business" shall be deemed to be followed by the phrase "consistent with past practices". The word "predecessor" shall, when used with respect to any Person, mean such Person's predecessors and any other Person for whose conduct such Person is or may be responsible. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any Law defined or referred to herein or in any agreement or instrument that is referred to herein means such Law as from time to time amended, modified, replaced or supplemented, including succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Any reference to any federal, state, local or foreign Law shall be deemed also to refer to all rules, regulations, enforcement procedures and any interpretations formally promulgated and implemented thereunder, unless the context requires otherwise. Unless otherwise expressly provided, wherever the consent of any Person is required or permitted herein, such consent may be withheld in such Person's sole and absolute discretion.

ARTICLE VIII
GENERAL

8.1 Notices. Any notice, request, claim, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given (a) when delivered by hand (with written confirmation of receipt); (b) when delivered to the address of addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third calendar day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 8.1):

If to Buyer (or the Company after Closing):

Verb Acquisition Co., LLC
c/o Verb Technology Company, Inc.
2210 Newport Boulevard, Suite 200
Newport Beach, California 92663
Attention: Rory Cutaia, President and CEO
(855) 250-2300 (phone)
rory@verb.tech

With a required copy to (which shall not constitute notice):

Troutman Pepper Hamilton Sanders LLP
5 Park Plaza, Suite 1400
Irvine, California 92614
Attention: Larry A. Cerutti
(949) 622-2710 (phone)
larry.cerutti@troutman.com

If to the Seller Representative:

Steve Deverall
3369 W. Mayflower Avenue, Suite 100
Lehi, Utah 84043
(801) 209-0163 (phone)
steve@solofire.com

With a required copy to (which shall not constitute notice):

Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
Attention: Michael J. Schefer
(801) 257-7966 (phone)
mschefer@parrbrown.com

8.2 Entire Agreement. This Agreement (which includes the Disclosure Schedule, the other Schedules hereto and the Exhibits hereto), the other Transaction Documents, the Confidentiality Agreement and all other agreements contemplated hereby sets forth the entire understanding of the Parties with respect to the transactions contemplated hereby. Any and all previous agreements and understandings between or among the Parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. Each of the Disclosure Schedule, the other Schedules and the Exhibits is incorporated herein by this reference and expressly made a part hereof, and all terms used in the Disclosure Schedule or any Schedule or Exhibit shall have the meaning ascribed to such term in this Agreement.

8.3 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

8.5 Expenses and Fees. Except as otherwise specifically provided for herein, each of the Parties shall bear its own expenses in connection with the negotiation and execution of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, including, all fees and expenses of its legal counsel, investment bankers, financial advisors, accountants and other advisors.

8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Nevada.

8.7 Submission to Jurisdiction. The Parties hereby irrevocably submit to the exclusive jurisdiction of any federal or state court sitting in the State of Nevada over all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) and each party hereby irrevocably agrees that all claims in respect of any such Action related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection that they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY CLAIM OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT) BROUGHT BY OR AGAINST IT THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO ANY REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS AGREEMENT OR AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT).

8.8 Specific Performance. Each Party acknowledges that the other Parties will be irreparably harmed and that there will be no adequate remedy at law for any violation by any Party of any of the covenants or agreements contained in the Transaction Documents. It is accordingly agreed that, in addition to any other remedies which may be available upon the breach of any such covenants or agreements, each Party shall have the right, prior to any termination of this Agreement, to injunctive relief to restrain a breach or threatened breach of, or otherwise to obtain specific performance of, the other Parties' covenants and agreements contained in the Transaction Documents, in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which it may be entitled, at law or in equity. Any Party seeking an injunction or injunctions to prevent breaches of any of the covenants or agreements contained in the Transaction Documents and to enforce specifically the terms and provisions of the Transaction Documents shall not be required to provide any bond or other security in connection with such Order or injunction.

8.9 Severability. If any provision of this Agreement or the application thereof to any Person or circumstances is held by a court of competent jurisdiction or other authority to be invalid or unenforceable in any jurisdiction, the remainder hereof, and the application of such provision to such Person or circumstances in any other jurisdiction, shall not be affected thereby, and to this end the provisions of this Agreement shall be severable. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

8.10 Amendment; Waiver. This Agreement may be amended by the Parties at any time by execution of an instrument in writing signed on behalf of each of the Parties. Any extension or waiver by any Party of any provision hereto shall be valid only if set forth in an instrument in writing signed on behalf of such Party against whom such extension or waiver is to be effective.

8.11 Absence of Third Party Beneficiary Rights. No provision of this Agreement is intended, nor will be interpreted, to provide or to create any third party beneficiary rights or any other rights of any kind in any client, customer, Affiliate, stockholder, officer, director, employee or partner of any Party or any other Person, other than the Parties, Buyer Indemnified Parties and the Seller Indemnified Parties.

8.12 Mutual Drafting. This Agreement is the mutual product of the Parties, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of each of the Parties, and shall not be construed for or against any Party.

8.13 Further Representations. Each Party acknowledges and represents that it has been represented by its own legal counsel in connection with the transactions contemplated hereby, with the opportunity to seek advice as to its legal rights from such counsel. Each Party further represents that it is being independently advised as to the tax consequences of the transactions contemplated hereby and is not relying on statements made by any other Party as to such tax consequences, except as expressly provided herein.

8.14 Public Disclosure. Except for a press release approved by the Seller Representative and Buyer at, prior to or after the Closing, or as required by applicable Law, none of the Parties shall make any disclosure or permit any of their respective Affiliates to make any disclosure (whether or not in response to an inquiry) of the subject matter of this Agreement unless previously approved by Buyer and the Seller Representative in writing, which approval shall not be unreasonably conditioned, withheld or delayed. No Seller shall, and each Seller shall cause each of its Affiliates not to, at any time, divulge, disclose or communicate to others in any manner whatsoever, information or statements which disparage or are intended to disparage Buyer, the Company or any of their respective Affiliates and their respective business reputations. Any Party may disclose the terms of the Transaction Documents to its accountants and advisors who have a "need-to-know" solely for the purpose of providing services related to the transactions contemplated by this Agreement to such party.

8.15 Currency. Whenever any payment hereunder is to be paid in "cash", payment shall be made in the legal tender of the United States and the method for payment shall be by wire transfer of immediately available funds. In the event there is any need to convert U.S. dollars into any foreign currency, or vice versa, for any purpose under this Agreement, the exchange rate shall be that published by *The Wall Street Journal* on the date an obligation is paid (or if *The Wall Street Journal* is not published on such date, the first date thereafter on which *The Wall Street Journal* is published).

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Membership Interest Purchase Agreement as of the day and year first written above.

COMPANY:

ASCEND CERTIFICATION, LLC

By: */s/ Steve Deverall*
Name: Steve Deverall
Title: President

SELLER REPRESENTATIVE:

/s/ Steve Deverall
Steve Deverall

[Buyer and Sellers Signature Pages to Follow]

[Seller Representative and Company Signature Page to Membership Interest Purchase Agreement]

IN WITNESS WHEREOF, the Parties have executed this Membership Interest Purchase Agreement as of the day and year first written above.

BUYER:

VERB ACQUISITION CO., LLC

By: */s/ Rory Cutaia*
Name: Rory Cutaia
Title: President and CEO

[*Sellers Signature Pages to Follow*]

[*Buyer Signature Page to Membership Interest Purchase Agreement*]

IN WITNESS WHEREOF, the Parties have executed this Membership Interest Purchase Agreement as of the day and year first written above.

SELLERS:

CORVUS INTERNATIONAL, INC.

By: */s/ Steve Deverall*
Steve Deverall, President

THE H2 MANAGEMENT CORP

By: */s/ Brook Harker*
Brook Harker

ECLIPSE ENTERPRISES AND MANAGEMENT, INC.

By: */s/ James Norton*
James Norton, President

KESTREL MANAGEMENT, INC.

By: */s/ Jordan Erickson*
Jordan Erickson, President

[*Sellers Signature Page to Membership Interest Purchase Agreement*]

/s/ Ben Mosbarger
Ben Mosbarger

/s/ Jason Etherington
Jason Etherington

/s/ Nate Babbel
Nate Babbel

[*Sellers Signature Page to Membership Interest Purchase Agreement*]

ANNEX A

SELLERS

Seller Name	Pro Rata Share
Corvus International, Inc.	23.24%
Kestrel Management, Inc.	23.24%
The H2 Management Corp	23.24%
Eclipse Enterprises and Management, Inc.	23.24%
Ben Mosbarger	2.35%
Jason Etherington	2.35%
Nate Babbel	2.35%
Total	100.0%

EXHIBIT A

Company Interest Assignment Agreement

(attached hereto)

EXHIBIT B

Buyer Operating Agreement

(attached hereto)

EXHIBIT C

Form of Key Employee Agreement – Steve Deverall

(attached hereto)

EXHIBIT D

Form of Key Employee Agreement – Dustin Kenyon

(attached hereto)

SCHEDULE 5.2(a)(ii)

Tax Treatment

Allocation of Purchase Price for Tax Purposes

Pursuant to Section 5.2(a)(ii), Buyer and Sellers agree that the aggregate Purchase Price (along with any liabilities considered assumed or deemed assumed by Buyer treated as additional purchase consideration for Tax purposes) shall be allocated among the assets of the Company for all Tax purposes, and the allocation shall be prepared in a manner consistent with the methodology set forth in the chart below:

Class:	Category:	Allocation Methodology:
Class I:	Cash and Cash Equivalents	The amount reflected for such assets in the Final Working Capital Statement as finally determined pursuant to Section 1.5.
Class II:	Certificates of Deposit, Foreign Currency	The amount reflected for such assets in the Final Working Capital Statement as finally determined pursuant to Section 1.5.
Class III:	Accounts Receivable	The amount reflected for such assets in the Final Working Capital Statement as finally determined pursuant to Section 1.5.
Class III:	Other Receivables	The amount reflected for such assets in the Final Working Capital Statement as finally determined pursuant to Section 1.5.
Class IV:	Inventory	None.
Class V:	Prepaid Expenses	The amount reflected for such assets in the Final Working Capital Statement as finally determined pursuant to Section 1.5.
Class V:	Property, Plant and Equipment	None.
Class VI and VII:	Intangibles, Goodwill and Going Concern value	Residual balance.

DISCLOSURE SCHEDULE

(attached hereto)

Exhibit 10.2

PROMISSORY NOTE

$1,982,250

Newport Beach, California
September 4, 2020

FOR VALUE RECEIVED, the undersigned, Verb Acquisition Co., LLC, a Nevada limited liability company, with its principal place of business at 2210 Newport Boulevard, Suite 200, Newport Beach, California 92663 ("**Borrower**"), hereby promises to pay to Steve Deverall, an individual ("**Lender**"), solely in his capacity as Seller Representative under that certain Membership Interest Purchase Agreement dated September 4, 2020 by and among Borrower, Ascend Certification, LLC, a Utah limited liability company, Lender and the other parties signatory thereto (the "**Membership Interest Purchase Agreement**"), the principal sum of One Million Nine Hundred Eighty Two Thousand Two Hundred Fifty Dollars ($1,982,250.00) (" **Principal**"), together with interest thereon as hereinafter provided until this Promissory Note ("**Note**") is paid in full, when due, whether upon the Maturity Date, acceleration or otherwise (in each case in accordance with the terms hereof) and to pay interest ("**Interest**") on any outstanding Principal at the applicable Interest Rate (as defined below) from the date set out above (the "**Issuance Date**") until the same becomes due and payable, whether upon the Maturity Date, acceleration or otherwise (in each case in accordance with the terms hereof).

This Note is guaranteed pursuant to that certain Guaranty of Payment Agreement of even date herewith by Verb Technology Company, Inc., a Nevada corporation and parent of Borrower (the "**Guarantor**"), for the benefit of Lender (the "**Guaranty Agreement**").

1. Principal and Interest Payments. On the Maturity Date, Borrower shall pay to Lender an amount in cash representing all outstanding Principal, together with all accrued and unpaid Interest on such Principal. Interest on the unpaid Principal shall accrue at a rate per annum equal to 0.14%) ("**Interest Rate**") and commence accruing on the Issuance Date and shall be payable on October 1, 2020 (the "**Maturity Date**") unless the obligations hereunder are earlier accelerated or satisfied in accordance with the provisions of this Note. All payments by Borrower hereunder shall first apply to accrued and unpaid interest and then to the remaining Principal balance under this Note.

2. Prepayment. Borrower shall have the right to prepay all or any part of the remaining balance of this Note at any time, without premium or penalty.

3. Payments and Computations. All payments on account of indebtedness evidenced by this Note shall be made not later than 5:00 p.m., California time, on the day when due in lawful money of the United States. Payments are to be made at such place as Lender may, from time to time, in writing appoint, and in the absence of such appointment, then at the address of Lender as set forth above.

4. Events of Default. The occurrence of any of the following shall constitute an "**Event of Default**" under this Note:

(a) Borrower shall fail to pay (i) when due any Principal payment on the date due hereunder, or (ii) any interest or other payment required under the terms of this Note on the date due.

(b) Borrower shall fail to comply with any provision of this Note or the Guaranty Agreement.

(c) Borrower shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) be unable, or admit in writing its inability, to pay its debts generally as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated, (v) become insolvent (as such term may be defined or interpreted under any applicable statute), (vi) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vii) take any action for the purpose of effecting any of the foregoing.

(d) Proceedings for the appointment of a receiver, trustee, liquidator or custodian of Borrower or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to Borrower or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within sixty (60) days of commencement.

5. Rights of Lender upon Default. Upon the occurrence or existence of any Event of Default and at any time thereafter during the continuance of such Event of Default, Lender may, in its sole discretion, by written notice to Borrower, either (i) immediately declare all outstanding obligations payable by Borrower hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding, or (ii) rescind the Membership Interest Purchase Agreement and all documents and agreements entered into in connection therewith. Upon the occurrence of an Event of Default, the interest rate on this Note shall increase to a rate per annum equal to two percent (2%), simple interest, per annum until such default is cured, and is payable together with the Principal amount hereof in accordance with the payment terms set forth herein. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, Lender may exercise any other right, power or remedy permitted by law, either by suit in equity or by action at law, or both. If Lender elects to rescind the Membership Interest Purchase Agreement and all documents and agreements entered into in connection therewith, Borrower hereby irrevocably constitutes and appoints Lender as its attorney-in-fact, with full power of substitution, to take all actions necessary, including executing documents on and for Borrower's behalf, to effectuate the rescission of the Membership Interest Purchase Agreement and all documents and agreements entered into in connection therewith. Notwithstanding anything to the contrary in this Note, Borrower shall have five (5) business days from Borrower's receipt of notice of the Event of Default, which notice shall be deemed served in the same manner as under the Membership Interest Purchase Agreement, to cure such Event of Default.

6. Notices. All notices to be given under this Note shall be given and shall be deemed served in the same manner as under the Membership Interest Purchase Agreement.

7. Applicable Law. This Note shall be construed in accordance with the laws of the State of Nevada, without regard to conflicts of laws principles. Borrower irrevocably submits to the exclusive jurisdiction of any Nevada State or United States Federal court sitting in Las Vegas, Nevada over any action or proceeding arising out of or relating to this Note, and irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Nevada State or Federal court. Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Borrower waives any objection to venue in the State of Nevada and any objection to an action or proceeding in the State of Nevada on the basis of forum non conveniens.

8. Severability. The parties hereto intend and believe that each provision in this Note comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, of this Note is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if the court should declare that portion, provision or provisions to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of Borrower and Lender that such portion, provision or provisions be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Note shall be construed as if the illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained herein, and that the rights, obligations and interest of Borrower and Lender under the remainder of this Note shall continue in full force and effect.

9. Usury. In the event any interest is paid on this Note which is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of Principal and applied against the Principal of this Note.

10. Expenses; Waiver. If action is instituted to collect this Note, the Borrower shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred in connection with such action. In addition, the successful or prevailing party in any proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in such proceeding. Borrower and all parties now or hereafter liable for the payment hereof, whether as endorser, guarantor, surety or otherwise, generally waive demand, presentment for payment, notice of dishonor, protest and notice of protest, notice of intent to accelerate and notice of acceleration, diligence in collecting or bringing suit against any party hereto, and all other notices, and agree to all extensions, renewals, indulgences, releases or changes which from time to time may be granted by the Lender hereof and to all partial payments hereon, with or without notice before or after maturity.

11. Successors and Assigns. The rights and obligations hereunder of Borrower and Lender shall be binding upon and benefit the permitted successors, assigns, heirs, administrators and transferees of the parties.

12. Waiver and Amendment. Any provision of this Note may be amended, waived or modified only upon the prior written consent of Borrower and Lender.

13. Headings. The headings of the Paragraphs of this Note are inserted for convenience only and shall not be deemed to constitute part of this Note or to affect the construction hereof.

14. Time of the Essence. Time is of the essence as to all dates set forth herein.

[Signature Page Follows]

Borrower and Lender have executed and delivered this Note as of the day and year first set forth above.

VERB ACQUISITION CO., LLC,
a Nevada limited liability company

By: */s/ Rory Cutaia*
Rory Cutaia, Chief Executive Officer

Address: 2210 Newport Boulevard, Suite 200
Newport Beach, CA 92663

By: */s/ Steve Deverall*
Steve Deverall, as Seller Representative

Address: 3369 W. Mayflower Ave.
Lehi, UT 84043

Exhibit 10.3

Execution Version

GUARANTY OF PAYMENT AGREEMENT

THIS GUARANTY OF PAYMENT AGREEMENT (this "Agreement") is made this 4th day of September, 2020, by Verb Technology Company, Inc., a Nevada corporation (the "Guarantor"), for the benefit of Steve Deverall, an individual (the "Lender").

RECITALS

A. Pursuant to the terms of that certain Membership Interest Purchase Agreement (the "Purchase Agreement"), by and among Ascend Certification, LLC, Lender, solely in his capacity as Seller Representative, the "Sellers" signatory thereto and Verb Acquisition Co., LLC, a Nevada limited liability company (the "Borrower"), Borrower executed and delivered a Promissory Note dated of even date herewith (as amended, modified, restated, substituted, extended and renewed at any time and from time to time, the "Note") in favor of Lender in the principal amount of $1,982,250 (the "Loan").

B. All defined terms used in this Agreement and not defined herein shall have the meaning given to such terms in the Note.

C. The Guarantor, the parent of Lender, will receive an economic benefit from Lender entering into the Note with the Borrower and make the Loan available to the Borrower.

D. The Lender has required, as a condition to entering into the Note, that the Guarantor execute this Agreement as additional security for the payment and performance of the Loan.

NOW, THEREFORE, in order to induce the Lender to enter into the Note, the Guarantor covenants and agrees with the Lender as follows:

ARTICLE I
THE GUARANTY

Section 1.1 Guaranty.

The Guarantor hereby unconditionally and irrevocably guarantees and promises to the Lender and to Lender's successors and assigns the full and complete performance and payment of the obligations of Borrower to repay the Loan and the interest thereon, in each case when due and payable, all according to the terms of the Note. It is the purpose and intent of this Guaranty that the obligations of Guarantor under it shall be absolute and unconditional under any and all circumstances. Guarantor agrees that nothing shall discharge or satisfy the obligations created hereunder except for the full payment and performance of the Loan.

Section 1.2 Guaranty Unconditional.

The obligations and liabilities of the Guarantor under this Agreement shall be absolute and unconditional. The Guarantor expressly agrees that the Lender may, in discretion, without notice to or further assent of the Guarantor and without in any way releasing, affecting or in any way impairing the obligations and liabilities of the Guarantor hereunder:

(a) grant extensions or renewals of or with respect to the Note; and

(b) effect any release, subordination, compromise or settlement in connection with the Note.

Section 1.3 Guaranty Primary.

The obligations and liabilities of the Guarantor under this Agreement shall be primary, direct and immediate and shall not be conditional or contingent upon pursuit or enforcement by the Lender of any remedies it may have against the Borrower. Without limiting the generality of the foregoing, the Lender shall not be required to make any demand upon the Borrower or otherwise pursue, enforce or exhaust its remedies against the Borrower either before, concurrently with or after pursuing or enforcing its rights and remedies hereunder. This Guaranty is an absolute guaranty of payment and performance and not of collection. The liability of Guarantor hereunder shall not be subject to reduction on account of any asserted right of set-off, deduction, recoupment, or counterclaim.

Section 1.4 Events of Default.

The failure of the Guarantor to pay any of the Loan as and when due and payable in accordance with the provisions of this Agreement shall constitute an "Event of Default" under the provisions of this Agreement.

Section 1.5 Bankruptcy. Guarantor agrees that the liability of Guarantor under this Guaranty shall in no way be affected by (a) the release or discharge of Borrower in any creditor proceeding, receivership, bankruptcy or other similar proceeding, (b) the impairment, limitation or modification of the liability of Borrower or of any remedy for the enforcement of Borrower's liability resulting from the operation of any present or future provision of United States of America Bankruptcy Code, Title 11 of the United States Code, as amended, or any other statute or proceeding affecting creditors' rights generally, (c) the rejection or disaffirmance of the obligations under the Loan or any portion thereof in any such proceeding, or (d) the cessation, from any cause whatsoever, whether consensual or by operation of law, of the liability of Borrower to Lender. In the event Lender is required by any law or judicial order to return to Borrower, or to any other person, property transferred to Lender in performance of such obligations, including, without limitation, pursuant to the avoidance powers of a trustee or debtor-in-possession under the United States of America Bankruptcy Code, Title 11 of the United States Code, or under a law for the protection of distressed debtors of any other jurisdiction, Guarantor will perform such obligations in respect of which such property had been transferred to Lender to the same extent as if it had never been transferred.

Section 1.6 Subordination; Subrogation.

In the event the Guarantor shall advance any sums to the Borrower, or in the event the Borrower has heretofore or shall hereafter become indebted to the Guarantor before the Loan has been paid in full, all such advances and indebtedness shall be subordinate to the Loan.

Nothing contained in this Agreement shall be construed to give the Guarantor any right of subrogation in or to the Loan, or all or any part of the interest of the Lender therein, until the Loan has been paid in full.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties.

The Guarantor represents and warrants to the Lender as follows:

2.1.1 Good Standing.

The Guarantor (a) is duly organized, existing and in good standing under the laws of the jurisdiction of its organization, and (b) has the power to carry on its business as now being conducted.

2.1.2 Power and Authority.

The Guarantor has full power and authority to execute and deliver this Agreement, which has been duly authorized by all proper and necessary action under the governing documents of the Guarantor. No consent or approval of owners or any creditors of the Guarantor is required as a condition to the execution, delivery, validity or enforceability of this Agreement.

2.1.3 Binding Agreements.

This Agreement has been properly executed and delivered and constitutes the valid and legally binding obligation of the Guarantor and is fully enforceable against the Guarantor in accordance with its terms.

2.1.4 No Conflicts.

The execution, delivery and performance of the terms of this Agreement will not conflict with, violate or be prevented by the Guarantor's organizational documents or any applicable laws.

2.1.5 Full Disclosure.

There is no fact known to the Guarantor which the Guarantor has not disclosed to the Lender in writing prior to the date of this Agreement which materially and adversely affects or in the future could, in the reasonable opinion of the Guarantor materially adversely affect the condition, financial or otherwise, results of operations, business, or assets of the Guarantor.

2.1.6 Financial Interest.

The Guarantor has a financial interest in the Borrower and will derive a benefit from the Loan and hereby waives any claim that the Lender violated the Equal Credit Opportunity Act (15 U.S.C. 1691 et seq.) in connection with the Loan.

ARTICLE III
AFFIRMATIVE COVENANTS

The Guarantor hereby covenants and agrees as follows:

Section 3.1 Existence.

The Guarantor shall maintain its existence in good standing in the jurisdiction in which it is organized and in each other jurisdiction where it is required to register or qualify to do business if the failure to do so in such other jurisdiction might have a material adverse effect on the ability of the Guarantor to conduct its operations.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Notices.

All notices, requests and demands to or upon the parties to this Agreement shall be in writing and shall be deemed to have been given or made when delivered by hand on a business day, or two (2) days after the date when deposited in the mail, postage prepaid by registered or certified mail, return receipt requested, or when sent by overnight courier, on the business day next following the day on which the notice is delivered to such overnight courier, addressed as follows:

Guarantor: Verb Technology Company, Inc.
2210 Newport Boulevard, Suite 200
Newport Beach, California 92663
Attention: Rory Cutaia, President and CEO
(855) 250-2300 (phone)
rory@verb.tech

Lender: Steve Deverall
3369 W. Mayflower Avenue, Suite 100
Lehi, Utah 84043
(801) 209-0163
steve@solofire.com

By written notice, each party to this Agreement may change the address to which notice is given to that party, provided that such changed notice shall include a street address to which notices may be delivered by overnight courier in the ordinary course on any business day.

Section 4.2 Amendments; Waivers.

This Agreement may not be amended, modified, or changed in any respect except by an agreement in writing signed by the Lender and the Guarantor.

Section 4.3 Severability.

In case one or more provisions, or part thereof, contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, then without need for any further agreement, notice or action:

(a) the validity, legality and enforceability of the remaining provisions shall remain effective and binding on the parties thereto and shall not be affected or impaired thereby;

(b) the obligation to be fulfilled shall be reduced to the limit of such validity; and

(c) if the affected provision or part thereof does not pertain to repayment of the Loan, but operates or would prospectively operate to invalidate this Agreement in whole or in part, then such provision or part thereof only shall be void, and the remainder of this Agreement shall remain operative and in full force and effect.

Section 4.4 Successors and Assigns.

This Agreement shall be binding upon the Guarantor and its successors and assigns and shall inure to the benefit of the Lender and its successors and assigns.

Section 4.5 Applicable Law.

As a material inducement to the Lender to enter into this Agreement, the Guarantor acknowledges and agrees that this Agreement shall be governed by the laws of the State of Nevada.

Section 4.6 Duplicate Originals and Counterparts.

This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same instrument.

Section 4.7 Headings; Etc.

The headings in this Agreement are included herein for convenience only, shall not constitute a part of this Agreement for any other purpose, and shall not be deemed to affect the meaning or construction of any of the provisions hereof. The above Recitals are part of this Agreement.

Section 4.8 No Partnership; Third Parties.

Nothing contained in this Agreement shall be construed in a manner to create any relationship between the Guarantor and the Lender other than the relationship of guarantor and lender and the Guarantor and the Lender shall not be considered partners or co-venturers for any purpose. The terms and provisions of this Agreement are for the benefit of the Lender and its successors, assigns, endorsees and transferees and all persons claiming under or through it and no other person shall have any right or cause of action on account thereof.

Section 4.9 **WAIVER OF TRIAL BY JURY.**

THE GUARANTOR AND THE LENDER HEREBY JOINTLY AND SEVERALLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE GUARANTOR AND THE LENDER MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT.

This waiver is knowingly, willingly and voluntarily made by the Guarantor and the Lender, and the Guarantor and the Lender hereby represent that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The Guarantor and the Lender further represent that they have been represented in the signing of this Agreement and in the making of this waiver by independent legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

Section 4.10 Complete and Final Expression of Agreement.

This Agreement is intended by the Lender and the Guarantor to be a complete, exclusive and final expression of the agreements contained herein. Neither the Lender nor the Guarantor shall hereafter have any rights under any prior agreements pertaining to the matters addressed by this Agreement but shall look solely to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities under this Agreement. No course of dealing, course of performance or trade usage, and no parole evidence of any nature, shall be used to supplement or modify any terms of this Agreement. The Lender and the Guarantor further agree that there are no conditions to the full effectiveness of this Agreement, unless otherwise expressly stated herein.

[signature page follows]

WITNESS the signature of the Guarantor as of the day and year first above written.

VERB TECHNOLOGY COMPANY, INC.

By: */s/ Rory Cutaia*
Name: Rory Cutaia
Title: President and CEO

Exhibit 10.4

Execution Version

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (this "**Agreement**"), is entered into as of September 4, 2020 (the "**Effective Date**"), by and among Verb Acquisition Co., LLC, a Nevada limited liability company (the "**Company**"), Verb Technology, Inc., a Nevada corporation (the "**Corporation**"), and the holders of Class B Units (as defined herein) from time to time party hereto.

RECITALS

WHEREAS, the parties hereto desire to provide for the exchange of Class B Units for shares of Common Stock (as defined herein), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

SECTION 1.1. Definitions

The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

"**Agreement**" has the meaning set forth in the Preamble.

"**Class B Unit**" means (i) each Class B Unit (as such term is defined in the Company Operating Agreement) issued as of the date hereof and (ii) each Class B Unit or other interest in the Company that may be issued by the Company in the future that is designated by the Corporation as a "Class B Unit."

"**Class B Unitholder**" means each holder of one or more Class B Units that may from time to time be a party to this Agreement.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Common Stock**" means the common stock, par value $0.0001 per share, of the Corporation.

"**Company**" has the meaning set forth in the Preamble.

"**Company Operating Agreement**" means the Amended and Restated Operating Agreement of the Company, dated as of the date hereof, as such agreement may be amended from time to time.

"**Corporation**" has the meaning set forth in the Preamble.

"**Effective Date**" has the meaning set forth in the Preamble.

"**Exchange**" has the meaning set forth in Section 2.1(a) of this Agreement.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Exchange Rate**" means, at any time, the number of shares of Common Stock for which a Class B Unit is entitled to be exchanged at such time. On the date of this Agreement, the Exchange Rate shall be 1.0, subject to adjustment pursuant to Section 2.2 hereof.

"**Permitted Transferee**" has the meaning given to such term in Section 3.1 of this Agreement.

ARTICLE II

SECTION 2.1. Exchange of Class B Units for Common Stock.

(a) From and after the six (6)-month anniversary of the Effective Date, each Class B Unitholder shall be entitled at any time and from time to time, upon the terms and subject to the conditions hereof, to surrender Class B Units to the Company in exchange for the delivery to the exchanging Class B Unitholder of a number of shares of Common Stock that is equal to the product of the number of Class B Units surrendered *multiplied by* the Exchange Rate (such exchange, an "**Exchange**"); provided, that any such Exchange is for all of the Class B Units held by such Class B Unitholder.

(b) A Class B Unitholder shall exercise its right to make an Exchange as set forth in Section 2.1(a) above by delivering to the Corporation and to the Company a written election of exchange in respect of the Class B Units to be exchanged substantially in the form of Exhibit A attached hereto and any certificates, if any, representing Class B Units, duly executed by such holder or such holder's duly authorized attorney, in each case delivered during normal business hours at the principal executive offices of the Corporation and of the Company. As promptly as practicable (but in no event more than two (2) days) following the delivery of such a written election of exchange (and the concurrent consummation of the transfer of Class B Units from such Class B Unitholder to the Corporation, for the account of the Company, in connection therewith), the Company shall deliver or cause to be delivered at the offices of the then-acting registrar and transfer agent of the Common Stock or, if there is no then-acting registrar and transfer agent of the Common Stock, at the principal executive offices of the Corporation, the number of shares of Common Stock deliverable upon such Exchange, registered in the name of the relevant exchanging Class B Unitholder or its designee. Notwithstanding the foregoing, if the Common Stock is settled through the facilities of The Depository Trust Company, and the exchanging Class B Unitholder is permitted to hold shares of Common Stock through The Depository Trust Company, the Company will, subject to Section 2.1(c) hereof, upon the written instruction of an exchanging Class B Unitholder, use its reasonable best efforts to deliver or cause to be delivered the shares of Common Stock deliverable to such exchanging Class B Unitholder, through the facilities of The Depository Trust Company, to the account of the participant of The Depository Trust Company designated by such exchanging Class B Unitholder. The Corporation shall take such actions as may be reasonably required to ensure the performance by the Company of its obligations under this Section 2(b) and the foregoing Section 2(a), including the issuance and sale of shares of Common Stock to or for the account of the Company in exchange for the delivery to the Corporation of a number of Class B Units that is equal to the number of Class B Units surrendered by an exchanging Class B Unitholder.

(c) The Company and each exchanging Class B Unitholder shall bear its own expenses in connection with the consummation of any Exchange, whether or not any such Exchange is ultimately consummated, except that the Company shall bear any transfer taxes, stamp taxes or duties, or other similar taxes in connection with, or arising by reason of, any Exchange; provided, however, that if any shares of Common Stock are to be delivered in a name other than that of the Class B Unitholder that requested the Exchange, then such Class B Unitholder and/or the person in whose name such shares are to be delivered shall pay to the Company the amount of any transfer taxes, stamp taxes or duties, or other similar taxes in connection with, or arising by reason of, such Exchange or shall establish to the reasonable satisfaction of the Company that such tax has been paid or is not payable.

(d) Notwithstanding anything to the contrary herein, to the extent the Corporation or the Company shall determine that Class B Units do not meet the requirements of Treasury Regulation section 1.7704-1(h), the Corporation or the Company may impose such restrictions on Exchange as the Corporation or the Company may determine to be necessary or advisable so that the Company is not treated as a "publicly traded partnership" under Section 7704 of the Code; provided, that each Class B Unitholder shall be entitled at any time to exchange Class B Units for Common Stock, provided that the aggregate number of Class B Units surrendered by such Class B Unitholder in any such Exchange is greater than two percent (2%) of the then-outstanding Class B Units (provided that such Exchange constitutes part of a "block transfer" within the meaning of Treasury Regulation Section 1.7704-1(e)(2)). Notwithstanding anything to the contrary herein, no Exchange shall be permitted (and, if attempted, shall be void *ab initio*) if, in the good faith determination of the Corporation or of the Company, such an Exchange would pose a material risk that the Company would be a "publicly traded partnership" under Section 7704 of the Code.

(e) For the avoidance of doubt, and notwithstanding anything to the contrary herein, a Class B Unitholder shall not be entitled to effect an Exchange to the extent the Corporation determines that such Exchange (i) would be prohibited by law or regulation (including, without limitation, the unavailability of any requisite registration statement filed under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), or any exemption from the registration requirements thereunder) or (ii) would not be permitted under any other agreements with the Corporation or its subsidiaries to which such Class B Unitholder may be party (including, without limitation, the Company Operating Agreement) or any written policies of the Corporation related to unlawful or inappropriate trading applicable to its directors, officers or other personnel.

(f) The Corporation may adopt reasonable procedures for the implementation of the exchange provisions set forth in thisArticle II, including, without limitation, procedures for the giving of notice of an election of exchange.

SECTION 2.2. Adjustment. The Exchange Rate shall be adjusted accordingly if there is: (a) any subdivision (by any unit split, unit distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse unit split, reclassification, reorganization, recapitalization or otherwise) of the Class B Units that is not accompanied by an identical subdivision or combination of the Common Stock; or (b) any subdivision (by any stock split, stock dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse stock split, reclassification, reorganization, recapitalization or otherwise) of the Common Stock that is not accompanied by an identical subdivision or combination of the Class B Units. If there is any reclassification, reorganization, recapitalization or other similar transaction in which the Common Stock are converted or changed into another security, securities or other property, then upon any subsequent Exchange, an exchanging Class B Unitholder shall be entitled to receive the amount of such security, securities or other property that such exchanging Class B Unitholder would have received if such Exchange had occurred immediately prior to the effective time of such reclassification, reorganization, recapitalization or other similar transaction, taking into account any adjustment as a result of any subdivision (by any split, distribution or dividend, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse split, reclassification, recapitalization or otherwise) of such security, securities or other property that occurs after the effective time of such reclassification, reorganization, recapitalization or other similar transaction. Except as may be required in the immediately preceding sentence, no adjustments in respect of distributions shall be made upon the exchange of any Class B Unit.

SECTION 2.3. Common Stock to be Issued.

(a) The Corporation shall at all times reserve and keep available out of its authorized but unissued Common Stock, solely for the purpose of issuance upon an Exchange, such number of shares of Common Stock as shall be deliverable upon any such Exchange; provided, that nothing contained herein shall be construed to preclude the Company from satisfying its obligations in respect of the Exchange of the Class B Units by delivery of shares of Common Stock which are held in the treasury of the Corporation or are held by the Company or any of their subsidiaries or by delivery of purchased shares of Common Stock (which may or may not be held in the treasury of the Corporation or held by any subsidiary thereof). The Corporation and the Company covenant that all Common Stock issued upon an Exchange will, upon issuance, be validly issued, fully paid and non-assessable.

(b) The Corporation and the Company shall at all times ensure that the execution and delivery of this Agreement by each of the Corporation and the Company and the consummation by each of the Corporation and the Company of the transactions contemplated hereby (including without limitation, the issuance of the Common Stock) have been duly authorized by all necessary corporate or limited liability company action, as the case may be, on the part of the Corporation and the Company, including, but not limited to, all actions necessary to ensure that the acquisition of shares of Common Stock pursuant to the transactions contemplated hereby, to the fullest extent of the Corporation's board of directors' power and authority and to the extent permitted by law, shall not be subject to any "moratorium," "control share acquisition," "business combination," "fair price" or other form of anti-takeover laws and regulations of any jurisdiction that may purport to be applicable to this Agreement or the transactions contemplated hereby.

(c) The Corporation agrees that shares of Common Stock to be issued and delivered in connection with an Exchange shall have been registered under the Securities Act. In the event that any Exchange in accordance with this Agreement is to be effected at a time when any required registration has not become effective or otherwise is unavailable, the Corporation and the Company shall promptly take all actions necessary to register the Common Stock to be delivered in connection with the Exchange under the Securities Act. The Corporation and the Company shall list the Common Stock required to be delivered upon exchange prior to such delivery upon each national securities exchange or inter-dealer quotation system upon which the outstanding Common Stock may be listed or traded at the time of such delivery.

ARTICLE III

SECTION 3.1. Additional Class B Unitholders. To the extent a Class B Unitholder validly transfers any or all of such holder's Class B Units to another person in a transaction in accordance with, and not in contravention of, the Company Operating Agreement or any other agreement or agreements with the Corporation or any of its subsidiaries to which a transferring Class B Unitholder may be party, then such transferee (each, a "**Permitted Transferee**") shall have the right to execute and deliver a joinder to this Agreement, substantially in the form of Exhibit B hereto, whereupon such Permitted Transferee shall become a Class B Unitholder hereunder. To the extent the Company issues Class B Units in the future, the Company shall be entitled, in its sole discretion, to make any holder of such Class B Units a Class B Unitholder hereunder through such holder's execution and delivery of a joinder to this Agreement, substantially in the form of Exhibit B hereto.

SECTION 3.2. Addresses and Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by courier service, by fax, by electronic mail (delivery receipt requested) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be as specified in a notice given in accordance with this Section 3.2):

(a) If to the Corporation, to:

Verb Technology Company, Inc.
2210 Newport Boulevard, Suite 200
Newport Beach, California 92663
E-mail: rory@verb.tech
Attention: Rory Cutaia

(b) If to the Company, to:

Verb Acquisition Co., LLC
c/o Verb Technology Company, Inc.
2210 Newport Boulevard, Suite 200
Newport Beach, California 92663
E-mail: rory@verb.tech
Attention: Rory Cutaia

(c) If to any Class B Unitholder, to the address and other contact information set forth in the records of the Company from time to time.

SECTION 3.3. Further Action. The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

SECTION 3.4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, executors, administrators, heirs, legal representatives and assigns.

SECTION 3.5. Severability. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 3.6. Amendment. The provisions of this Agreement may be amended only by the affirmative vote or written consent of each of (i) the Corporation, (ii) the Company, and (iii) all of the Class B Unitholders.

SECTION 3.7. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

SECTION 3.8. Submission to Jurisdiction; Waiver of Jury Trial

(a) THE PARTIES HEREBY AGREE THAT ANY SUIT, ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEVADA. EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORM. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY REGISTERED MAIL TO THE ADDRESS SET FORTH IN SECTION 3.2 SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT.

(B) EACH PARTY, FOR ITSELF AND ITS AFFILIATES, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER IN CONTRACT, TORT OR OTHERWISE.

SECTION 3.9. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or by e-mail delivery of a ".pdf" format data file) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopy, by e-mail delivery of a ".pdf" format data file or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 3.9.

SECTION 3.10. Tax Treatment. This Agreement shall be treated as part of the partnership agreement of the Company as described in Section 761(c) of the Code and Sections 1.704-1(b)(2)(ii)(h) and 1.761-1(c) of the Treasury Regulations promulgated thereunder. As required by the Code and the Treasury Regulations, the parties shall report any Exchange consummated hereunder as a taxable sale of the Class B Units by a Class B Unitholder to the Corporation, and no party shall take a contrary position on any income tax return, amendment thereof or communication with a taxing authority unless an alternate position is permitted under the Code and Treasury Regulations and the Corporation consents in writing, such consent not to be unreasonably withheld, conditioned, or delayed. Further, in connection with any Exchange consummated hereunder, the Company and/or the Corporation shall provide the exchanging Class B Unitholder with all reasonably necessary information to enable the exchanging Class B Unitholder to file its income Tax returns for the taxable year that includes the Exchange, including information with respect to Code Section 751 assets (including relevant information regarding "unrealized receivables" or "inventory items") and Section 743(b) basis adjustments as soon as practicable and in all events within 60 days following the close of such taxable year (and use commercially reasonable efforts to provide estimates of such information within 90 days of the applicable Exchanges).

SECTION 3.11. Withholding. The Corporation and the Company shall be entitled to deduct and withhold from any payment made to a Class B Unitholder pursuant to any Exchange consummated under this Agreement all Taxes that each of the Corporation and the Company is required to deduct and withhold with respect to such payment under the Code (or any other provision of applicable law), including, without limitation, Section 1446(f) of the Code. The Company may at its sole discretion reduce the Common Stock issued to a Class B Unitholder in an Exchange in an amount that corresponds to the amount of the required withholding described in the immediately preceding sentence and all such amounts shall be treated as having been paid to such Class B Unitholder.

SECTION 3.11. Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to specific performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity.

SECTION 3.12. Independent Nature of Class B Unitholders' Rights and Obligations. The obligations of each Class B Unitholder hereunder are several and not joint with the obligations of any other Class B Unitholder, and no Class B Unitholder shall be responsible in any way for the performance of the obligations of any other Class B Unitholder hereunder. The decision of each Class B Unitholder to enter into to this Agreement has been made by such Class B Unitholder independently of any other Class B Unitholder. Nothing contained herein, and no action taken by any Class B Unitholder pursuant hereto, shall be deemed to constitute the Class B Unitholders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Class B Unitholders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated hereby. The Corporation acknowledges that the Class B Unitholders are not acting in concert or as a group, and the Corporation will not assert any such claim, with respect to such obligations or the transactions contemplated hereby.

SECTION 3.13. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Nevada, without regards to its principles of conflicts of laws.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered, all as of the date first set forth above.

VERB TECHNOLOGY COMPANY, INC.

By: */s/ Rory Cutaia*
Rory Cutaia, President and CEO

VERB ACQUISITION CO., LLC

By: */s/ Rory Cutaia*
Rory Cutaia, President and CEO

CORVUS INTERNATIONAL, INC.

By: */s/ Steve Deverall*
Steve Deverall, President

THE H2 MANAGEMENT CORP

By: */s/ Brook Harker*
Brook Harker

ECLIPSE ENTERPRISES AND MANAGEMENT, INC.

By: */s/ James Norton*
James Norton, President

KESTREL MANAGEMENT, INC.

By: */s/ Jordan Erickson*
Jordan Erickson, President

/s/ Ben Mosbarger
Ben Mosbarger

/s/ Jason Etherington
Jason Etherington

/s/ Nate Babbel
Nate Babbel

EXHIBIT A

[FORM OF]
ELECTION OF EXCHANGE

Verb Technology Company, Inc.
2210 Newport Boulevard, Suite 200
Newport Beach, California 92663
E-mail: rory@verb.tech
Attention: Rory Cutaia

Verb Acquisition Co., LLC
c/o Verb Technology Company, Inc.
2210 Newport Boulevard, Suite 200
Newport Beach, California 92663
E-mail: rory@verb.tech
Attention: Rory Cutaia

Reference is hereby made to the Exchange Agreement, dated as of September 4, 2020 (the "**Exchange Agreement**"), by and among Verb Acquisition Co., LLC, a Nevada limited liability company (the "**Company**"), Verb Technology Company Inc., a Nevada corporation (the "**Corporation**"), and each of the Class B Unitholders from time to time party thereto. Capitalized terms used but not defined herein shall have the meanings given to them in the Exchange Agreement.

The undersigned Class B Unitholder hereby transfers to the Corporation, for the account of the Company, the number of Class B Units set forth below in exchange for shares of Common Stock to be issued in its name as set forth below, as set forth in the Exchange Agreement.

Legal Name of Class B Unitholder: _____

Address: _____

_____

Number of Class B Units to be exchanged: _____

The undersigned hereby represents and warrants that (i) the undersigned has full legal capacity to execute and deliver this Election of Exchange and to perform the undersigned's obligations hereunder; (ii) this Election of Exchange has been duly executed and delivered by the undersigned and is the legal, valid and binding obligation of the undersigned enforceable against it in accordance with the terms hereof, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and the availability of equitable remedies; (iii) the Class B Units subject to this Election of Exchange are being transferred to the Corporation free and clear of any pledge, lien, security interest, encumbrance, equities or claim; and (iv) no consent, approval, authorization, order, registration or qualification of any third party or with any court or governmental agency or body having jurisdiction over the undersigned or the Class B Units subject to this Election of Exchange is required to be obtained by the undersigned for the transfer of such Class B Units to the Corporation.

The undersigned hereby irrevocably constitutes and appoints any officer of the Corporation or of the Company as the attorney of the undersigned, with full power of substitution and resubstitution in the premises, to do any and all things and to take any and all actions that may be necessary to transfer to the Corporation, for the account of the Company, the Class B Units subject to this Election of Exchange and to deliver to the undersigned the shares of Common Stock to be delivered in exchange therefor.

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Election of Exchange to be executed and delivered by the undersigned or by its duly authorized attorney.

Name: _____

Dated: _____

EXHIBIT B

[FORM OF]
JOINDER AGREEMENT

This Joinder Agreement (this "**Joinder Agreement**") is a joinder to the Exchange Agreement, dated as of September 4, 2020 (the "**Exchange Agreement**"), by and among Verb Acquisition Co., LLC, a Nevada limited liability company (the "**Company**"), Verb Technology Company, Inc., a Nevada corporation (the "**Corporation**"), and each of the Class B Unitholders from time to time party thereto. Capitalized terms used but not defined in this Joinder Agreement shall have their meanings given to them in the Exchange Agreement. This Joinder Agreement shall be governed by, and construed in accordance with, the law of the State of Nevada. In the event of any conflict between this Joinder Agreement and the Exchange Agreement, the terms of this Joinder Agreement shall control.

The undersigned hereby joins and enters into the Exchange Agreement having acquired Class B Units in the Company. By signing and returning this Joinder Agreement to the Corporation, the undersigned accepts and agrees to be bound by and subject to all of the terms and conditions of and agreements of a Class B Unitholder contained in the Exchange Agreement, with all attendant rights, duties and obligations of a Class B Unitholder thereunder. The parties to the Exchange Agreement shall treat the execution and delivery hereof by the undersigned as the execution and delivery of the Exchange Agreement by the undersigned and, upon receipt of this Joinder Agreement by the Corporation and by the Company, the signature of the undersigned set forth below shall constitute a counterpart signature to the signature page of the Exchange Agreement.

Name: _____

Address for Notices:

_____

_____

_____

Attention: _____

_____

With copies to:

_____

_____

_____

Exhibit 10.5

Execution Version

CONTRIBUTION AND EXCHANGE AGREEMENT

THIS CONTRIBUTION AND EXCHANGE AGREEMENT (this "**Agreement**"), dated as of September 4, 2020, is entered into between [●] (the "**Investor**") and Verb Acquisition Co., LLC, a Nevada limited liability company (the "**Buyer**"). Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Investor owns [●]% of the limited liability company membership interests (the "**Company Interests**") of Ascend Certification, LLC, a Utah limited liability company (the "**Company**");

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement, dated as of September 4, 2020 (the "**Purchase Agreement**"), by and among Buyer, Investor, the Persons listed on Annex A of the Purchase Agreement (the " **Sellers**"), and Steve Deverall, as the Seller Representative, Buyer will acquire all of the equity interests in the Company (other than the Rollover Membership Interests (as defined below) (collectively, the "**Acquisition**");

WHEREAS, subject to the terms and conditions of this Agreement, immediately prior to the Closing (a) Investor desires to contribute, transfer and assign to Buyer all of the Investor's right, title and interest in and to [●]% of the Company Interests (the "**Rollover Membership Interest**") (such contribution, transfer and assignment, the "**Contribution**"), solely in exchange for [●] Class B Units of the Buyer (such number of Class B Units, the "**Buyer Units**"), and (b) Buyer desires to accept, simultaneously with the Contribution, the Rollover Membership Interests from Investor and, in exchange therefore, issue the Buyer Units to Investor (the "**Exchange**" and, together with the Contribution, the "**Rollover**"); and

WHEREAS, for United States federal income tax purposes, it is intended that the Rollover will qualify as a tax-deferred exchange described in Section 721(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and any comparable provision of state or local law.

NOW, THEREFORE, in order to implement the foregoing and in consideration of the mutual representations, warranties, covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
CONTRIBUTION AND EXCHANGE

1.1 Contribution and Exchange. On the terms and conditions set forth herein:

(a) Investor hereby contributes, assigns, transfers, conveys and delivers to Buyer the Rollover Membership Interest, free and clear of any and all Liens, except as may exist by reason of the Purchase Agreement and applicable securities laws; and

(b) Buyer hereby issues to Investor in exchange for the contribution, assignment, transfer, conveyance and delivery by Investor to Buyer of the Rollover Membership Interest, the Buyer Units, free and clear of any and all Liens, except as may exist by reason of the Amended and Restated Operating Agreement of Buyer, as amended from time to time (the "**Operating Agreement**") and applicable securities laws.

1.2 Closing. The closing of the Rollover (the "**Rollover Closing**") shall occur immediately prior to the Closing and shall take place virtually through electronic transfer.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Buyer. To induce Investor to contribute the Rollover Membership Interest to Buyer as herein provided, Buyer represents and warrants to Investor as follows:

(a) Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Nevada. Buyer has all requisite power and authority to execute and deliver this Agreement and any other agreements or instruments executed by it in connection herewith and to consummate the transactions contemplated herein or therein. Buyer has duly executed and delivered this Agreement and the other agreements or instruments executed in connection herewith, and this Agreement and such other agreements and instruments are valid and binding obligations of Buyer enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws relating to or affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(b) Except for waivers or consents that have, or as of the Rollover Closing will have, been obtained, neither the execution and delivery of this Agreement or any other agreement or instrument in connection herewith by Buyer, the acquisition of the Rollover Membership Interest hereunder, nor the issuance of the Buyer Units contemplated herein will conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under (i) the articles of organization, the Operating Agreement or other organizational documents of Buyer, (ii) any law, order, writ, injunction, decree or agreement applicable to Buyer or by which any property or asset of Buyer is bound or affected, or (iii) any agreement, lease or other instrument or obligation to which Buyer is a party.

(c) The Buyer Units to be issued hereunder will be duly authorized, validly issued, and free and clear of all Liens, preemptive rights, rights of first refusal, subscription and similar rights (other than those arising under the Operating Agreement and applicable securities laws).

(d) The Members Schedule (as defined in the Operating Agreement) of Buyer as of immediately after the Closing is attached asExhibit A hereto. Except as set forth in the Members Schedule attached as Exhibit A hereto or in the Operating Agreement, there are no outstanding options, warrants, preemptive rights, subscription rights, convertible securities or other agreements or plans under which Buyer is or may become obligated to issue, sell or transfer any Units (as defined in the Operating Agreement) or other securities of Buyer.

(e) As of the date of this Agreement, there are no Actions pending (or, to the knowledge of Buyer, being threatened) against Buyer that would reasonably be expected to have a material adverse effect on Buyer.

(f) Except for the representations and warranties in the Purchase Agreement and the other Transaction Documents, Buyer acknowledges that the only representations and warranties made by Investor are the representations and warranties expressly set forth in Section 2.2 and, except for the representations and warranties expressly set forth in Section 2.2, Buyer has not relied upon any other express or implied representations or warranties or any other information.

2.2 Representations and Warranties of Investor. To induce Buyer to issue the Buyer Units as herein provided, Investor hereby represents and warrants to Buyer as follows:

(a) Investor has all requisite power and authority to execute and deliver this Agreement and any other agreements or instruments executed by it in connection herewith and to consummate the transactions contemplated herein or therein. Investor has duly executed and delivered this Agreement and the other agreements or instruments executed in connection herewith, and this Agreement and such other agreements or instruments are valid and binding obligations of Investor enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws relating to or affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(b) Neither the execution and delivery of this Agreement or any other agreement or instrument in connection herewith by Investor, nor the acquisition of the Buyer Units hereunder, will (i) violate, conflict with or result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any agreement, lease or other instrument or obligation to which Investor is a party or by which any of Investor's assets (including the Rollover Membership Interests) is bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and are in full force and effect, or (ii) violate any law, order, writ, injunction or decree applicable to Investor or any of Investor's assets (including the Rollover Membership Interests).

(c) Investor is the record and beneficial owner of the Rollover Membership Interest, free and clear of all Liens (other than transfer restrictions under applicable securities laws). At the Rollover Closing, Buyer will acquire good and valid title to the Rollover Membership Interest free and clear of all Liens (other than transfer restrictions arising under applicable securities laws).

(d) Investor is acquiring the Buyer Units for Investor's account, for investment and not with a view to the sale or distribution thereof, nor with any present intention of distributing or selling the same. Investor acknowledges that (i) the Buyer Units have not been registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), or any securities or "blue sky" laws of any state, and, consequently, the materials relating to the offer have not been subject to review and comment by the staff of the Securities and Exchange Commission or any other governmental authority, and (ii) there is not now and there may never be any public market for the Buyer Units. Investor has no binding obligation to dispose of any Buyer Units after the Rollover Closing. Except as set forth in the Operating Agreement, none of the Buyer Units may be offered, sold, transferred, pledged, hypothecated or otherwise assigned unless such Buyer Units are registered under the Securities Act or an exemption from such registration is available, in each case in accordance with any applicable securities or "blue sky" laws of any state.

(e) Investor has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of the Buyer Units and has had full access to such other information concerning Buyer and its parent and subsidiaries as it has requested. Investor's knowledge and experience in financial and business matters is such that it is capable of evaluating the merits and risk of the investment in the Buyer Units. Investor has carefully reviewed the terms and provisions of this Agreement and the Operating Agreement, and has evaluated the restrictions and obligations contained herein and therein. In furtherance of the foregoing, Investor represents and warrants that (i) no representation or warranty, express or implied, whether written or oral, as to the financial condition, results of operations, prospects, properties or business of Buyer or any of its affiliates or as to the desirability or value of an investment in Buyer has been made to Investor by or on behalf of Buyer or any of its affiliates, and (ii) Investor has relied upon his or its own independent appraisal and investigation, and the advice of Investor's own counsel, tax advisors and other advisors, regarding the risks of an investment in Buyer.

(f) Investor's financial situation is such that Investor can afford to bear the economic risk of holding the Buyer Units for an indefinite period and Investor can afford to suffer the complete loss of Investor's investment in the Buyer Units.

(g) Investor is not subscribing for the Buyer Units as a result of or subsequent to any advertisement, article, notice or other communication published in any newspapers, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting, or any solicitation of a subscription by a person or entity not previously known to the Investor in connection with investments in securities generally.

(h) Investor hereby represents and warrants that it is: (a) an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act; or (b) an entity in which all equity owners are "accredited investors" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act.

(i) Investor's principal place of residence is in the country or state so designated below its name on the signature page hereto.

(j) The proposed investment in Buyer by Investor will not result in a violation by Investor of any United States federal, state, foreign or other laws, rules or regulations (including anti-money laundering laws, rules and regulations) applicable to Investor and no capital contribution to Buyer by Investor will be derived from any illegal or illegitimate activities.

(k) Investor understands that federal regulations and executive orders administered by the United States Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. Investor represents and warrants that he is not a person named on an OFAC list, nor is Investor a person with whom dealings are prohibited under any OFAC regulation.

(l) Investor acknowledges that the Buyer Units acquired hereunder shall be subject to the terms of the Operating Agreement, and Investor shall be considered a "Class B Member" under the Operating Agreement; as a result thereof, the Buyer Units will be subject to transfer restrictions and other conditions set forth therein.

(m) Investor acknowledges that, in exchange for the contribution of the Rollover Membership Interest, it is only entitled to receive the Buyer Units, subject to the terms and conditions described herein.

(n) Except for the representations and warranties in the Purchase Agreement and the other Transaction Documents, Investor acknowledges that the only representations and warranties made by or on behalf of Buyer are the representations and warranties expressly set forth in Section 2.1 and, except for the representations and warranties expressly set forth in Section 2.1, Investor has not relied upon any other express or implied representations or warranties or any other information from or regarding Buyer or the Rollover Membership Interest.

ARTICLE III
DELIVERIES AT THE ROLLOVER CLOSING

3.1 Deliveries by Buyer at the Rollover Closing At the Rollover Closing, Buyer shall issue to Investor [●] Buyer Units.

3.2 Deliveries by Investor at the Rollover Closing At the Rollover Closing, Investor shall deliver to Buyer a duly executed signature page to the Operating Agreement.

ARTICLE IV
MISCELLANEOUS

4.1 Notices. Except as otherwise expressly provided herein, all notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (iii) when sent to the recipient by PDF file (portable document format file) via electronic mail, and addressed to the intended recipient as set forth below:

If to Buyer:

c/o Verb Acquisition Co., LLC
2210 Newport Boulevard, Suite 200
Newport Beach, California 92663
Attention: Rory Cutaia
E-mail: rory@verb.tech

with a copy to (which shall not constitute notice):

Troutman Pepper Hamilton Sanders LLP
5 Park Plaza, Suite 1400
Irvine, California 92614
Attention: Larry A. Cerutti
E-mail: larry.cerutti@troutman.com

If to Investor, at the address set forth below the Investor's name on the signature page to this Agreement.

4.2 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any party without the prior written consent of the other party.

4.3 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

4.4 Remedies. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each party shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which such party is entitled at law or in equity.

4.5 Survival of Representations and Warranties. All representations and warranties of the parties contained in this Agreement shall survive the execution and delivery of this Agreement.

4.6 Amendment and Waiver; Third Party Beneficiary Rights. Subject to applicable Law, any provision of this Agreement hereto may be amended or waived only in a writing signed by all parties. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person other than the parties and their respective successors and permitted assigns any right, benefit or remedy under or by reason of this Agreement.

4.7 Entire Agreement; Other Matters. This Agreement, the Operating Agreement, the Purchase Agreement and the other writings referred to herein or therein or delivered pursuant hereto or thereto constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

4.8 Governing Law and Venue; Waiver of Jury Trial.

(a) This Agreement, all questions concerning the construction, interpretation and validity of this Agreement, the rights and obligations of the parties hereto, all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, and the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter this Agreement) shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, including its statutes of limitations, without giving effect to any choice or conflict of law provision or rule (whether in Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Nevada and without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction. In furtherance of the foregoing, the laws of the State of Nevada will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily or necessarily apply.

(b) The parties hereby irrevocably submit to the exclusive jurisdiction of any federal or state court sitting in the State of Nevada over all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) and each party hereby irrevocably agrees that all claims in respect of any such Action related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection that they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(c) EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY CLAIM OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT) BROUGHT BY OR AGAINST IT THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO ANY REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS AGREEMENT OR AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT).

4.9 Interpretation; Construction.

(a) The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The terms “parties” and a “party” refer to the parties hereto.

(b) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

4.10 Counterparts. This Agreement may be executed manually, by electronic transmission in portable document format, or by facsimile by the parties, in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.11 Tax Treatment. The parties to this Agreement agree to treat (a) the Contribution and Exchange as integrated transactions and together as transfers described in Section 721(a) of the Code and any comparable provision of state or local law, and (b) to file their respective tax returns in a manner consistent with such treatment. None of the parties to this Agreement will take any position in the future to the contrary on any tax return or otherwise, unless required by a future change to applicable law or a “determination” as defined under Section 1313(a) of the Code.

[*The remainder of this page has been intentionally left blank.*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BUYER:

VERB ACQUISITION CO., LLC

By: **Verb Technology Company, Inc., its Manager**

By: _____
Name: Rory Cutaia
Title: President & CEO

INVESTOR:

_____

_____

Address: _____

_____

[SIGNATURE PAGE TO CONTRIBUTION AND EXCHANGE AGREEMENT]

EXHIBIT A

MEMBERS SCHEDULE

Member	# Class A Units	# Class B Units	# Total Units	% Ownership
Verb Technology Company, Inc.	100	0	100	38.25%
Corvus International, Inc.	0	585,197	585,197	13.68%
Kestrel Management, Inc.	0	585,197	585,197	13.68%
The H2 Management Corp	0	585,197	585,197	13.68%
Eclipse Enterprises and Management, Inc.	0	585,197	585,197	13.68%
Ben Mosbarger	0	100,457	100,457	2.35%
Jason Etherington	0	100,457	100,457	2.35%
Nate Babbel	0	100,457	100,457	2.35%
Total	**100**	**2,642,159**	**2,642,259**	**100.0%**

Exhibit 10.6

AMENDED AND RESTATED OPERATING AGREEMENT

of

VERB ACQUISITION CO., LLC

dated as of

September 4, 2020

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AMENDED AND RESTATED OPERATING AGREEMENT
OF
VERB ACQUISITION CO., LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT of Verb Acquisition Co., LLC, a Nevada limited liability company (the "Company"), is entered into as of September 4, 2020 (the "Effective Date") by and among the Company, the Members executing this Agreement as of the date hereof, and each other Person who after the date hereof becomes a Member of the Company and becomes a party to this Agreement by executing a Joinder Agreement.

RECITALS

WHEREAS, the Company was formed under the laws of the State of Nevada by the filing of Articles of Organization with the Secretary of State of the State of Nevada on September 2, 2020 (the "Articles of Organization");

WHEREAS, on September 3, 2020, Verb Technology Company, Inc., a Nevada corporation (the "Initial Member"), entered into the Operating Agreement of the Company (the "Prior Agreement") as the sole member of the Company; and

WHEREAS, on the Effective Date, (i) in accordance with that certain Membership Interest Purchase Agreement, dated as of September 4, 2020 (the "Acquisition Agreement"), by and among the Company, Ascend Certification, LLC, a Utah limited liability company ("Ascend"), and the Persons listed on Annex A thereto (individually, "Seller" and, collectively, "Sellers"), and Steve Deverall solely in his capacity as the Seller Representative (as defined in the Acquisition Agreement), the Company purchased from each Seller certain of the issued and outstanding limited liability company interests in Ascend owned by such Seller, and (ii) the Company entered into certain contribution and exchange agreements (collectively, the "Rollover Agreements"), between each Seller and the Company, pursuant to which the Company received as a contribution from each Seller all of the issued and outstanding limited liability company interests in Ascend owned by such Seller and not so purchased in return for certain Class B Units as contemplated therein, such that following the consummation of the transactions contemplated by the Acquisition Agreement and the Rollover Agreements, the Company owns one hundred percent (100%) of the issued and outstanding limited liability company interests in Ascend.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made and intending to be legally bound, the Members hereby agree and acknowledge that the Prior Agreement shall be amended and restated in its entirety to read as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in thisSection 1.01:

"Acquisition Agreement" has the meaning set forth in the Recitals.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments: (a) crediting to such Capital Account any amount which such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i); and (b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(*d*)(*4*), (*5*) and (*6*).

"Adjusted Taxable Income" of a Member for a Fiscal Year (or portion thereof) with respect to Units held by such Member means the federal taxable income allocated by the Company to the Member with respect to such Units (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); provided, that such taxable income shall be computed (i) without regard to any adjustments pursuant to Section 743, Section 734 or Section 704(c) of the Code and (ii) utilizing any excess taxable loss or excess taxable credits of the Company for any prior period allocable to such Member with respect to such Units that were not previously taken into account for purposes of determining such Member's Adjusted Taxable Income in a prior Fiscal Year to the extent such loss or credit would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect members of the Member) determined as if the income, loss, and credits from the Company were the only income, loss, and credits of the Member (or, as appropriate, the direct or indirect members of the Member) in such Fiscal Year and all prior Fiscal Years.

"Affiliate" means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"Agreement" has the meaning set forth in the Preamble.

"Applicable Law" means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"Articles of Organization" has the meaning set forth in the Recitals.

"Ascend" has the meaning set forth in the Recitals.

"Bankruptcy" means, with respect to a Member, the occurrence of any of the following: (a) the filing of an application by such Member for, or a consent to, the appointment of a trustee of such Member's assets; (b) the filing by such Member of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing such Member's inability to pay its debts as they come due; (c) the making by such Member of a general assignment for the benefit of such Member's creditors; (d) the filing by such Member of an answer admitting the material allegations of, or such Member's consenting to, or such Member's defaulting in answering a bankruptcy petition filed against such Member in any bankruptcy proceeding; or (e) the expiration of sixty (60) days following the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such Member bankrupt or appointing a trustee of such Member's assets.

"Board" has the meaning set forth in Section 8.01.

"Book Depreciation" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Board in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(*g*)(3).

"Book Value" means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows (a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution; (b) immediately prior to the Distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such Distribution; (c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as determined by the Board, as of the following times (i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration of a Capital Contribution of more than a *de minimis* amount; (ii) the payment by the Company to a Member of more than a *de minimis* amount as consideration for all or a part of such Member's Membership Interest in the Company; and (iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(*g*); provided, that adjustments pursuant to clauses (i) and (ii) above need not be made if the Board reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member; (d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(*m*); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and (e) if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in the State of California are authorized or required to close.

"Capital Account" has the meaning set forth in Section 5.03.

"Capital Contribution" means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.

"Cash Investment per Class A Unit Amount" means $19,822.50, as the same may be adjusted from time to time to take into account any unit split, unit dividend, or similar event with respect to the Class A Units.

"Change of Control" means: (a) the sale of all or substantially all of the assets of the Company to a Third Party Purchaser; (b) a sale resulting in no less than a majority of the Units being held by a Third Party Purchaser; or (c) a merger, consolidation, recapitalization or reorganization of the Company with or into a Third Party Purchaser that results in the inability of the Members to designate or elect a majority of the board of managers (or its equivalent) of the resulting entity or its parent company.

"Class A Units" means the Units having the privileges, preferences, duties, liabilities, obligations and rights specified with respect to "Class A Units" in this Agreement.

"Class B Units" means the Units having the privileges, preferences, duties, liabilities, obligations and rights specified with respect to "Class B Units" in this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the Preamble.

"Company Interest Rate" has the meaning set forth in Section 7.04(c).

"Company Minimum Gain" means "partnership minimum gain" as defined in Section 1.704-2(b)(2) of the Treasury Regulations, substituting the term "Company" for the term "partnership" as the context requires.

"Company Opportunity" has the meaning set forth in Section 10.03.

"Contribution Account" means, for a Member, as of any particular date, (a) the aggregate amount of such Member's Capital Contributions as of such date, minus (b) the cumulative amount of all Distributions made by the Company to such Member pursuant to Section 7.02(b) prior to such date.

"Covered Person" has the meaning set forth in Section 13.01(a).

"Distribution" means a distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution or otherwise; provided, that none of the following shall be a Distribution: (a) any redemption or repurchase by the Company or any Member of any Units; (b) any recapitalization or exchange of securities of the Company; (c) any subdivision (by a split of Units or otherwise) or any combination (by a reverse split of Units or otherwise) of any outstanding Units; or (d) any fees or remuneration paid to any Member in such Member's capacity as an Officer, employee, consultant or other service provider for the Company. "Distribute" when used as a verb shall have a correlative meaning.

"Drag-along Member" has the meaning set forth in Section 9.02(a).

"Drag-along Notice" has the meaning set forth in Section 9.02(c).

"Drag-along Sale" has the meaning set forth in Section 9.02(a).

"Dragging Member" has the meaning set forth in Section 9.02(a).

"Effective Date" has the meaning set forth in the Preamble.

"Electronic Transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"Estimated Tax Amount" of a Member for a Fiscal Year means the Member's Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Board. In making such estimate, the Board shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as in the reasonable business judgment of the Board are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

"Excess Amount" has the meaning set forth in Section 7.03(c).

"Exchange Agreement" means the exchange agreement dated as of the date hereof among the Company, the Initial Member, and the other Members of the Company from time to time party thereto.

"Exchange Transaction" means an exchange of Class B Units for shares of the common stock of the Initial Member pursuant to, and in accordance with, the Exchange Agreement.

"Fair Market Value" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined in good faith by the Board based on such factors as the Board, in the exercise of its reasonable business judgment, considers relevant.

"Fiscal Year" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case "Fiscal Year" shall mean the period that conforms to the Company's taxable year.

"Forfeiture Allocations" has the meaning set forth in Section 6.02(h).

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"Initial Member" has the meaning set forth in the Recitals.

"Joinder Agreement" means the Joinder Agreement in form and substance attached hereto as Exhibit A.

"Liquidator" has the meaning set forth in Section 12.03(a).

"Losses" has the meaning set forth in Section 13.03(a).

"Manager" has the meaning set forth in Section 8.01.

"Managers Schedule" has the meaning set forth in Section 8.02(d).

"Member" means each of the Persons from time to time listed as a Member in the books and records of the Company.

"Member Nonrecourse Debt" means "partner nonrecourse debt" as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term "Company" for the term "partnership" and the term "Member" for the term "partner" as the context requires.

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

"Member Nonrecourse Deduction" means "partner nonrecourse deduction" as defined in Treasury Regulations Section 1.704-2(i), substituting the term "Member" for the term "partner" as the context requires.

"Members Schedule" has the meaning set forth in Section 3.01.

"Membership Interest" means an interest in the Company owned by a Member, including such Member's right (based on the type and class of Unit or Units held by such Member), as applicable, (a) to a Distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to a Distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Nevada Act.

"Misallocated Item" has the meaning set forth in Section 6.05.

"Net Income" and "Net Loss" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments: (a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income; (b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(*i*) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes; (c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value; (d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g); (e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and (f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704 1(b)(2)(iv)(*m*), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

"Nevada Act" means the Nevada Limited Liability Company Act, and any successor statute, as it may be amended from time to time.

"New Interests" has the meaning set forth in Section 3.04.

"Nonrecourse Liability" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"Officers" has the meaning set forth in Section 8.08.

"Other Business" has the meaning set forth in Section 10.03.

"Partnership Representative" has the meaning set forth in Section 11.02(a).

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Prior Agreement" has the meaning set forth in the Recitals.

"Property Investment per Class B Unit Amount" means $0.75, as the same may be adjusted from time to time to take into account any unit split, unit dividend, or similar event with respect to the Class B Units.

"Quarterly Estimated Tax Amount" of a Member for any calendar quarter of a Fiscal Year means the excess, if any of (a) the product of (i) one quarter (¼) in the case of the first calendar quarter of the Fiscal Year, one half (½) in the case of the second calendar quarter of the Fiscal Year, three-quarters (¾) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (ii) the Member's Estimated Tax Amount for such Fiscal Year over (b) all Distributions previously made during such Fiscal Year pursuant to Section 7.02(c) to such Member.

"Regulatory Allocations" has the meaning set forth in Section 6.02(g).

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Rollover Agreements" has the meaning set forth in the Recitals.

"Securities Act" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"Seller" has the meaning set forth in the Recitals.

"Sellers" has the meaning set forth in the Recitals.

"Shortfall Amount" has the meaning set forth in Section 7.03(b).

"Subsidiary" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"Tax Advance" has the meaning set forth in Section 7.03(a).

"Tax Amount" of a Member for a Fiscal Year means the product of (a) the Adjusted Taxable Income of such Member for such Fiscal Year with respect to its Units, and (b) the Tax Rate for such Fiscal Year.

"Tax Rate" of a Member, for any period, means the highest marginal blended federal and state tax rate applicable to ordinary income, qualified dividend income or capital gains, as appropriate, for such period for an individual residing in Utah, as determined by the Board. The initial Tax Rate is forty percent (40%).

"Taxing Authority" has the meaning set forth in Section 7.04(b).

"Third Party Purchaser" means any Person who, immediately prior to the contemplated transaction, does not directly or indirectly own or have the right to acquire any outstanding Class A Units.

"Total Percentage Interest" means, with respect to any member, the quotient obtained by dividing the number of Units (Class A Units and/or Class B Units) then owned by such Member by the number of Units (Class A Units and Class B Units) then owned by all Members.

"Transfer" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Units owned by a Person or any interest (including a beneficial interest) in any Units owned by a Person. "Transfer" when used as a noun shall have a correlative meaning. "Transferor" and "Transferee" mean a Person who makes or receives a Transfer, respectively.

"Treasury Regulations" means the final or temporary regulations issued by the United States Department of the Treasury pursuant to its authority under the Code, and any successor regulations.

"Unallocated Item" has the meaning set forth in Section 6.05.

"Unit" means a unit representing a fractional part of the Membership Interests of the Members and shall include all types and classes of Units, including the Class A Units and the Class B Units; provided, that any type or class of Unit shall have the privileges, preferences, duties, liabilities, obligations and rights set forth in this Agreement and the Membership Interests represented by such type or class or series of Unit shall be determined in accordance with such privileges, preferences, duties, liabilities, obligations and rights.

"Withholding Advances" has the meaning set forth in Section 7.04(b).

Section 1.02 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II
ORGANIZATION

Section 2.01 Formation. The Company was formed on September 2, 2020, pursuant to the provisions of the Nevada Act, upon the filing of the Articles of Organization with the Secretary of State of the State of Nevada. This Agreement shall constitute the "operating agreement" (as that term is used in the Nevada Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Nevada Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Nevada Act in the absence of such provision, this Agreement shall, to the extent permitted by the Nevada Act, control.

Section 2.02 Name. The name of the Company is "Verb Acquisition Co., LLC" or such other name or names as the Board may from time to time designate;provided, that the name shall always contain the words "Limited Liability Company" or the abbreviation "L.L.C." or the designation "LLC." The Board shall give prompt notice to each of the Members of any change to the name of the Company.

Section 2.03 Principal Office. The principal office of the Company is located at 2210 Newport Boulevard, Suite 200, Newport Beach, California 92663, or such other place as may from time to time be determined by the Board. The Board shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent. The Board shall cause the Company to maintain a registered office and registered agent in the manner provided by the Nevada Act and Applicable Law.

Section 2.05 Purpose; Powers. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Nevada Act and to engage in any and all activities necessary or incidental thereto. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Nevada Act.

Section 2.06 Term. The term of the Company commenced on the date the Articles of Organization were filed with the Secretary of State of the State of Nevada and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement or as otherwise required by Applicable Law.

Section 2.07 No State-Law Partnership. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state and local income tax purposes, and, to the extent permissible, the Company shall elect to be treated as a partnership for such purposes. The Company and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment and no Member shall take any action inconsistent with such treatment. The Members intend that the Company shall not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member, Manager or Officer of the Company shall be a partner or joint venturer of any other Member, Manager or Officer of the Company, for any purposes other than as set forth in the first sentence of this Section 2.07.

Section 2.08 Investment Representations of Members. Each Member hereby represents, warrants and acknowledges to the Company that: (a) such Member has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and is making an informed investment decision with respect thereto; (b) such Member is acquiring interests in the Company for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof; and (c) the execution, delivery and performance of this Agreement have been duly authorized by such Member.

ARTICLE III
UNITS

Section 3.01 Units Generally. The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one or more types, classes or series. Each type, class or series of Units shall have the privileges, preferences, duties, liabilities, obligations and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class or series. The Board shall maintain a schedule of all Members, their respective mailing addresses and the amount and series of Units held by them (the "Members Schedule"), and the Board shall update the Members Schedule upon the issuance or Transfer of any Units to any new or existing Member; provided, however, that the failure of the Board to update the Members Schedule or to provide a revised copy of the Members Schedule to the Members shall not prevent the effectiveness of or otherwise affect the underlying adjustments that would be reflected in such an update to the Members Schedule. A copy of the Members Schedule as of the execution of this Agreement is attached hereto as Schedule A.

Section 3.02 Authorization and Issuance of Class A Units. Subject to compliance with Section 9.01(b), the Company is hereby authorized to issue a class of Units designated as Class A Units. As of the date hereof, 100 Class A Units are issued and outstanding and held by the Initial Member.

Section 3.03 Authorization and Issuance of Class B Units. Subject to compliance with Section 9.01(b), the Company is hereby authorized to issue a class of Units designated as Class B Units. As of the date hereof, 2,642,159 Class B Units are issued and outstanding and held by the Sellers as set forth on the Members Schedule.

Section 3.04 Other Issuances. In addition to the Class A Units and the Class B Units, the Company is hereby authorized, subject to compliance with Section 9.01(b), to authorize and issue or sell to any Person any new type, class or series of Units not otherwise described in this Agreement, which Units may be designated as classes or series of the Class A Units or Class B Units but having different rights (collectively, "New Interests"). The Board is hereby authorized, subject to Section 14.09, to amend this Agreement to reflect such issuance and to fix the relative privileges, preferences, duties, liabilities, obligations and rights of any such New Interests, including the number of such New Interests to be issued, the preferences (with respect to Distributions, in liquidation or otherwise) over any other Units and any contributions required in connection therewith.

Section 3.05 Certification of Units. The Board in its sole discretion may, but shall not be required to, issue certificates to the Members representing the Units held by such Members. In the event that the Board shall issue certificates representing Units in accordance with this Section 3.05, then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

> THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE OPERATING AGREEMENT OF THE COMPANY, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE UNITS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH OPERATING AGREEMENT.

THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER.

ARTICLE IV
MEMBERS

Section 4.01 Admission of New Members.

(a) New Members may be admitted from time to time (i) in connection with an issuance of Units by the Company, subject to compliance with the provisions of Section 9.01(b), as applicable, and (ii) in connection with a Transfer of Units, subject to compliance with the provisions of Article IX, and in either case, following compliance with the provisions of Section 4.01(b).

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Units, such Person shall have executed and delivered to the Company a written undertaking substantially in the form of the Joinder Agreement. Upon the amendment of the Members Schedule by the Board and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of the applicable Units, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company and thereupon shall be issued his, her or its Units. The Board shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 5.03.

Section 4.02 No Personal Liability. Except as otherwise provided in the Nevada Act, by Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 4.03 No Withdrawal. A Member shall not cease to be a Member as a result of the Bankruptcy of such Member. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member.

Section 4.04 Death. The death of any Member shall not cause the dissolution of the Company. In such event the Company and its business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall automatically be Transferred to such deceased Member's heirs; provided, that within a reasonable time after such Transfer, the applicable heirs shall sign a written undertaking substantially in the form of the Joinder Agreement.

Section 4.05 Voting. Except as otherwise provided by this Agreement or as otherwise required by the Nevada Act or Applicable Law, (a) each Member shall be entitled to one vote per Class A Unit on all matters upon which the Members have the right to vote under this Agreement; and (b) the Class B Units shall not entitle the holders thereof to vote on any matters required or permitted to be voted on by the Members. For avoidance of doubt, the approval of Members holding a majority of Class B Units is required (together the approval of a Members holding a majority of Class A Units), is required in respect to a Member decision to dissolve the Company, as provided in Section 12.01(a), and to amend this Agreement, as provided in Section 14.09.

Section 4.06 Action By Members.

(a) No annual meeting of the Members is required to be held. Unless consent or approval by all or a specifically named subset of the Members is required under the terms of this Agreement (as set forth in Section 12.01(a), Section 14.09, or otherwise), the Nevada Act or other Applicable Law, the consent or approval of a Member or Members holding a majority of the Class A Units held by all Members shall constitute an act by the Members hereunder.

(b) Any matter that is to be voted on, consented to or approved by Members (or a specifically named subset of Members) may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than the minimum number and class of Units that would be necessary to authorize or take such action under this Agreement at a meeting at which all Members entitled to vote thereon were present and voted. A record shall be maintained by the Board of each such action taken by written consent of a Member or Members.

Section 4.07 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and the Nevada Act. Except as otherwise specifically provided by this Agreement or required by the Nevada Act, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company.

Section 4.08 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

ARTICLE V
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 5.01 Initial Capital Contributions. The Members have made, on or prior to the date hereof, Capital Contributions and, in exchange, the Company has issued to each Member the number of Class A Units or Class B Units, as applicable, set forth opposite such Member's name on the Members Schedule.

Section 5.02 No Additional Capital Contributions. No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Board. No Member shall be required to lend any funds to the Company and no Member shall have any personal liability for the payment or repayment of any Capital Contribution by or to any other Member.

Section 5.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 5.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of (i) such Member's Capital Contributions, including such Member's initial Capital Contribution; (ii) any Net Income or other item of income or gain allocated to such Member pursuant to Article VI; and (iii) any liabilities of the Company that are assumed by such Member or secured by any property Distributed to such Member.

(b) Each Member's Capital Account shall be decreased by (i) the cash amount or Book Value of any property Distributed to such Member pursuant toArticle VII and Section 12.03(c); (ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant toArticle VI; and (iii) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

Section 5.04 Succession Upon Transfer. In the event that any Units are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units and, subject to Section 6.04, shall receive allocations and Distributions pursuant to Article VI, Article VII and Article XII in respect of such Units.

Section 5.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in his, her or its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 5.06 No Withdrawal. No Member shall be entitled to withdraw any part of his, her or its Capital Account or to receive any Distribution from the Company, except as provided in this Agreement. No Member shall receive any interest, salary or drawing with respect to his, her or its Capital Contributions or Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members.

Section 5.07 Treatment of Loans From Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 5.03(a)(iii), if applicable.

Section 5.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Treasury Regulations and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Board determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Board may authorize such modifications; provided that they are not likely to have a material effect on the amounts distributed to any Member upon the dissolution of the Company. The Board also shall (a) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Section 1.704-1(b)(2)(iv)(*q*) of the Treasury Regulations and (b) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Section 1.704-1(b) of the Treasury Regulations.

ARTICLE VI
ALLOCATIONS

Section 6.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), except as otherwise provided in this Agreement, Net Income and Net Loss (and, to the extent necessary, individual items of income, gain, loss or deduction) of the Company shall be allocated among the Members in a manner such that, after giving effect to the special allocations set forth in Section 6.02, the Capital Account balance of each Member, immediately after making such allocations, is, as nearly as possible, equal to (a) the Distributions that would be made to such Member pursuant to Section 12.03(c) if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Book Value, all Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Book Value of the assets securing such liability), and the net assets of the Company were Distributed, in accordance with Section 12.03(c), to the Members immediately after making such allocations, minus (b) such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets.

Section 6.02 Regulatory and Special Allocations. Notwithstanding the provisions of Section 6.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 6.02(a) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 6.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) In the event any Member unexpectedly receives any adjustments, allocations or Distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(*d*)(*4*), (*5*) or (*6*), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or Distributions as quickly as possible. This Section 6.02(c) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(*d*) and shall be interpreted consistently therewith.

(d) In the event any Member has a deficit Capital Account at the end of any Fiscal Year that is in excess of the sum of the amount such Member is obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible; provided, that an allocation pursuant to this Section 6.02(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article VI have been made as if Section 6.02(c) and this Section 6.02(d) were not in this Agreement.

(e) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Sections 1.704-1(b)(2)(iv)(*m*)(*2*) or 1.704-1(b)(2)(iv)(*m*)(*4*), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(*m*)(*2*) applies, or to the Member to whom such distribution was made in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(*m*)(*4*) applies.

(f) Losses allocated pursuant to Section 6.01 hereof shall not exceed the maximum amount of Losses that can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 6.01 hereof, the limitation set forth in this Section 6.02(f) shall be applied on a Member-by-Member basis and Losses not allocable to any Member as a result of such limitation shall be allocated to the other Members in accordance with the positive balances in such Members' Capital Accounts so as to allocate the maximum permissible Losses to each Member under Treasury Regulations Section 1.704-1(b)(2)(ii)(*d*).

(g) The allocations set forth in paragraphs (a), (b), (c), (d), (e) and (f) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this Article VI (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

(h) The Company and the Members acknowledge that allocations like those described in Proposed Treasury Regulations Section 1.704-1(b)(4)(xii)(*c*) ("Forfeiture Allocations") result from the allocations of Net Income and Net Loss provided for in this Agreement. For the avoidance of doubt, the Company is entitled to make Forfeiture Allocations and, once required by applicable final or temporary guidance, allocations of Net Income and Net Loss will be made in accordance with Proposed Treasury Regulations Section 1.704-1(b)(4)(xii)(*c*) or any successor provision or guidance.

Section 6.03 Tax Allocations.

(a) Subject to Section 6.03(b) through Section 6.03(e), all income, gains, losses and deductions of the Company shall be allocated for federal, state and local income tax purposes among the Members in accordance with the allocation of such income, gains, losses and deductions among the Members for computing their Capital Accounts, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and the traditional method of Treasury Regulations Section 1.704-3(b), so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in clause (c) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).

(d) Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Board taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) The Company shall make allocations pursuant to this Section 6.03 in accordance with the traditional method in accordance with Treasury Regulations Section 1.704-3(b).

(f) Allocations pursuant to this Section 6.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, Distributions (other than Tax Advances) or other items pursuant to any provisions of this Agreement.

Section 6.04 Allocations in Respect of Transferred Units. In the event of a Transfer of Units during any Fiscal Year made in compliance with the provisions of Article IX, Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Units for such Fiscal Year shall be determined using the interim closing of the books method.

Section 6.05 Curative Allocations. In the event that the Partnership Representative determines, after consultation with counsel experienced in income tax matters, that the allocation of any item of Company income, gain, loss or deduction is not specified in this Article VI (an "Unallocated Item"), or that the allocation of any item of Company income, gain, loss or deduction hereunder is clearly inconsistent with the Members' economic interests in the Company (determined by reference to the general principles of Treasury Regulations Section 1.704-1(b) and the factors set forth in Treasury Regulations Section 1.704-1(b)(3)(ii)) (a "Misallocated Item"), then the Board may allocate such Unallocated Items, or reallocate such Misallocated Items, to reflect such economic interests; provided, that no such allocation will be made without the prior written consent of each Member that would be adversely and disproportionately affected thereby.

ARTICLE VII
DISTRIBUTIONS

Section 7.01 General.

(a) Subject to Section 7.01(b), Section 7.02, and Section 7.03, the Board shall have sole discretion regarding the amounts and timing of Distributions to Members, including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company's obligations, including, but not limited to, present and anticipated debts and obligations, capital needs and expenses, and reasonable reserves for contingencies).

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution to Members if such Distribution would violate Section 86.343 of the Nevada Act or other Applicable Law.

Section 7.02 Priority of Distributions. After making all Distributions required for a given Fiscal Year under Section 7.03 and subject to Section 12.03(c), if applicable, all Distributions determined to be made by the Board pursuant to Section 7.01 shall be made as follows:

(a) First, to the holders of Class A Units, pro rata in proportion to the outstanding Class A Units, until the aggregate value of Distributions made pursuant to this Section 7.02(a) in respect to outstanding Class A Units on a per Class A Unit basis equals the Cash Investment per Class A Unit Amount.

(b) Second, to the holders of Class B Units, pro rata in proportion to the outstanding Class B Units, until the aggregate value of Distributions made pursuant to this Section 7.02(b) in respect to outstanding Class B Units on a per Class B Unit basis equals the Property Investment per Class B Unit Amount.

(c) The balance, if any, pro rata in accordance with the Members' respective Total Percentage Interest.

Section 7.03 Tax Advances.

(a) Unless prohibited by Applicable Law, at least five (5) Business Days before each date prescribed by the Code for a calendar-year corporation to pay quarterly installments of estimated tax, the Company shall Distribute cash to each Member in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such Distribution, a "Tax Advance").

(b) If, at any time after the final Quarterly Estimated Tax Amount has been Distributed pursuant to Section 7.03(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a " Shortfall Amount"), the Company shall Distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall Distribute Shortfall Amounts with respect to a Fiscal Year before the seventy-fifth (75^{th}) day of the next succeeding Fiscal Year; provided, that if the Company has made Distributions pursuant to Section 7.02, the Board may apply such Distributions to reduce any Shortfall Amount.

(c) If the aggregate Tax Advances made to any Member pursuant to this Section 7.03 for any Fiscal Year exceed such Member's Tax Amount (an "Excess Amount"), such Excess Amount shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section 7.03, except to the extent taken into account as an advance pursuant to Section 7.03(e).

(d) For the avoidance of doubt, any Distributions made pursuant to this Section 7.03 shall be made to the Members in each class on a pro rata basis in accordance with the number of Units of such class held by each Member.

(e) Any Distributions made pursuant to this Section 7.03 shall be treated for purposes of this Agreement as advances on Distributions pursuant to Section 7.02(c) and shall reduce, dollar-for-dollar, the amount otherwise Distributable to such Member pursuant to Section 7.02(c).

Section 7.04 Tax Withholding; Withholding Advances.

(a) **Tax Withholding**. If requested by the Board, each Member shall, if able to do so, deliver to the Board: (i) an affidavit in form satisfactory to the Board that the applicable Member (or its members, as the case may be) is not subject to withholding under the provisions of any federal, state, local, foreign or other Applicable Law; (ii) any certificate that the Board may reasonably request with respect to any such laws; and/or (iii) any other form or instrument reasonably requested by the Board relating to any Member's status under such laws. If a Member fails or is unable to deliver to the Board the affidavit described in Section 7.04(a)(i), the Board may withhold amounts from such Member in accordance with Section 7.04(b).

(b) **Withholding Advances**. The Company is hereby authorized at all times to make payments ("Withholding Advances") with respect to each Member in amounts required to discharge any obligation of the Company (as determined by the Partnership Representative based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a "Taxing Authority") with respect to any Distribution or allocation by the Company of income or gain to such Member (including payments made pursuant to Code Section 6225 (as amended) and allocable to a Member as determined by the Partnership Representative in its sole discretion) and to withhold the same from Distributions to such Member. Any funds withheld from a Distribution by reason of this Section 7.04(b) shall nonetheless be deemed Distributed to the Member in question for all purposes under this Agreement and, at the option of the Board, shall be charged against the Member's Capital Account.

(c) **Repayment of Withholding Advances**. Any Withholding Advance made by the Company to a Taxing Authority on behalf of a Member and not simultaneously withheld from a Distribution to that Member shall, with interest thereon accruing from the date of payment at a rate equal to the prime rate published in *The Wall Street Journal* on the date of payment plus two percent (2.0%) per annum (the "Company Interest Rate"): (i) be promptly repaid to the Company by the Member on whose behalf the Withholding Advance was made (which repayment by the Member shall not constitute a Capital Contribution, but shall credit the Member's Capital Account if the Board shall have initially charged the amount of the Withholding Advance to the Capital Account); or (ii) with the consent of the Board, be repaid by reducing the amount of the next succeeding Distribution or Distributions to be made to such Member (which reduction amount shall be deemed to have been Distributed to the Member, but which shall not further reduce the Member's Capital Account if the Board shall have initially charged the amount of the Withholding Advance to the Capital Account). Interest shall cease to accrue from the time the Member on whose behalf the Withholding Advance was made repays such Withholding Advance (and all accrued interest) by either method of repayment described above.

(d) **Indemnification**. Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest or penalties which may be asserted by reason of the Company's failure to deduct and withhold tax on amounts Distributable or allocable to such Member. The provisions of this Section 7.04(d) and the obligations of a Member pursuant to Section 7.04(c) shall survive the termination, dissolution, liquidation and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Units. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 7.04, including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

(e) **Overwithholding**. Neither the Company nor the Board shall be liable for any excess taxes withheld in respect of any Distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

Section 7.05 Distributions in Kind.

(a) The Board is hereby authorized, in its sole discretion, to make Distributions to the Members in the form of securities or other property held by the Company; provided, that Tax Advances shall only be made in cash. In any non-cash Distribution, the securities or property so Distributed will be Distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property as would be Distributed among the Members pursuant to Section 7.02.

(b) Any Distribution of securities shall be subject to such conditions and restrictions as the Board determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Board may require that the Members execute and deliver such documents as the Board may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such Distribution and any further Transfer of the Distributed securities, and may appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

ARTICLE VIII
MANAGEMENT

Section 8.01 Board. A board of managers of the Company (the "Board") is hereby established and shall be comprised of natural Persons (each such Person, a "Manager") who shall be appointed in accordance with the provisions of Section 8.02. The business and affairs of the Company shall be exclusively managed, operated and controlled by or under the direction of the Board, and the Board shall have, and is hereby granted and vested with, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement. The Board shall have the right and authority to manage the affairs of the Company and to make all decisions with respect thereto.

Section 8.02 Board Composition; Vacancies.

(a) The Board shall initially consist of one (1) Manager. The number of persons constituting the Board may be increased or decreased from time to time upon the vote or written action of the Board. Each Manager shall serve until a successor is appointed in accordance with the terms of this Agreement or his or her earlier resignation, death or removal.

(b) Each Member agrees to vote all of his, her or its Units, whether now owned or hereafter acquired or which such Member may be empowered to, from time to time and at all times, in whatever manner shall be necessary to ensure that at each annual or special meeting of the Members at which an election of Managers is held or pursuant to any written consent of the Members, that number of individuals designated by the Member(s) holding a majority of the Class A Units are elected to the Board.

(c) In the event of the death, disability, retirement, resignation or removal of a Manager, a successor Manager or Managers shall be appointed by the Member(s) consistent with the provisions of Section 8.02(b).

(d) The Board shall maintain a schedule of all Managers with their respective mailing addresses (the "Managers Schedule") and shall update the Managers Schedule upon the removal or replacement of any Manager in accordance with this Section 8.02 or Section 8.03. A copy of the Managers Schedule as of the execution of this Agreement is attached hereto as Schedule B.

Section 8.03 Removal; Resignation.

(a) The Member(s) holding a majority of the Class A Units may remove any or all of the Managers at any time and for any reason, with or without cause.

(b) A Manager may resign at any time from the Board by delivering his or her written resignation to the Board. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Board's acceptance of a resignation shall not be necessary to make it effective.

Section 8.04 Meetings.

(a) **Generally**. The Board shall meet at such time and at such place as the Board may designate. Meetings of the Board may be held either in person or by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, at the offices of the Company or such other place (either within or outside the State of Nevada) as may be determined from time to time by the Board. Written notice of each meeting of the Board shall be given to each Manager at least five (5) Business Days prior to each such meeting. Any Manager may waive such notice as to himself.

(b) **Special Meetings**. Special meetings of the Board shall be held on the call of any Manager upon at least two (2) days' written notice to the Managers, or upon such shorter notice as may be approved by all the Managers. Any Manager may waive such notice as to himself.

(c) **Attendance and Waiver of Notice**. Attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 8.05 Quorum; Manner of Acting.

(a) **Quorum**. A majority of the Managers serving on the Board shall constitute a quorum for the transaction of business of the Board. At all times when the Board is conducting business at a meeting of the Board, a quorum of the Board must be present at such meeting. If a quorum shall not be present at any meeting of the Board, then the Managers present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(b) **Participation**. Any Manager may participate in a meeting of the Board by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting. A Manager may vote or be present at a meeting either in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law.

(c) **Binding Act**. Each Manager shall have one (1) vote on all matters submitted to the Board or any committee thereof. With respect to any matter before the Board, the act of a majority of the Managers constituting a quorum shall be the act of the Board.

Section 8.06 Action By Written Consent. Notwithstanding anything herein to the contrary, any action of the Board (or any committee of the Board) may be taken without a meeting if a written consent of a majority of the Managers on the Board (or committee) shall approve such action. Such consent shall have the same force and effect as a vote at a meeting where a quorum was present and may be stated as such in any document or instrument filed with the Secretary of State of Nevada.

Section 8.07 Compensation; No Employment.

(a) Each Manager shall be reimbursed for his or her reasonable out-of-pocket expenses incurred in the performance of his or her duties as a Manager, pursuant to such policies as are from time to time established by the Board. Nothing contained in this Section 8.07 shall be construed to preclude any Manager from serving the Company in any other capacity and receiving reasonable compensation for such services.

(b) This Agreement does not, and is not intended to, confer upon any Manager any rights with respect to continued employment by the Company, and nothing herein should be construed to have created any employment agreement with any Manager.

Section 8.08 Officers. The Board may appoint individuals as officers of the Company (the "Officers") as it deems necessary or desirable to carry on the business of the Company. The Officers shall have such titles and such powers and perform such duties as shall be determined from time to time by the Board and otherwise as shall customarily pertain to such offices. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his or her successor is designated by the Board or until his or her earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Board. Any Officer may be removed by the Board (acting by majority vote of all Managers other than the Officer being considered for removal, if applicable) with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Board. The officers of the Company as of the date of this Agreement shall be those individuals set forth on Schedule C attached hereto.

Section 8.09 No Personal Liability. Except as otherwise provided in the Nevada Act, by Applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

ARTICLE IX
TRANSFER

Section 9.01 General Restrictions on Transfer.

(a) Each Member acknowledges and agrees that such Member shall not Transfer any Units except (i) in accordance with the procedures described in Section 9.02 or Section 9.03, or (ii) with the prior written consent of the Board. Such written consent may specify the rights and obligations the Transferee shall have, including whether the Transferee is to be admitted as a Member. No Transfer of Units to a Person not already a Member of the Company shall be deemed completed until the requirements of Section 4.01(b) hereof have been satisfied.

(b) Notwithstanding any other provision of this Agreement, each Member agrees that it will not, directly or indirectly, Transfer any of its Units, and the Company agrees that it shall not issue any Units (i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Units, if requested by the Company, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act (provided, however, that no such opinion shall be required in connection with a Transfer in accordance with Section 9.02); (ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3); (iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the Nevada Act; (iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes; (v) if such Transfer or issuance would cause a termination of the Company for federal income tax purposes; (vi) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or (vii) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company. In any event, the Board may refuse the Transfer to any Person if such Transfer would have a material adverse effect on the Company as a result of any regulatory or other restrictions imposed by any Governmental Authority.

(c) Any Transfer or attempted Transfer of any Units in violation of this Agreement shall be null and void, and no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue be treated) as the owner of such Units for any purposes of this Agreement.

(d) For the avoidance of doubt, any Transfer of Units made in accordance with the procedures described in Section 9.02 and purporting to be a sale, transfer, assignment or other disposal of the entire Membership Interest represented by such Units, inclusive of all the rights and benefits applicable to such Membership Interest as described in the definition of the term "Membership Interest," shall be deemed a sale, transfer, assignment or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest," unless otherwise explicitly agreed to by the parties to such Transfer.

Section 9.02 Drag-along Rights.

(a) **Participation**. If one or more Members holding a majority of all of the Class A Units (such Member or Members, the "Dragging Member"), proposes to consummate, in one transaction or a series of related transactions, a Change of Control at any time after the second anniversary of the Effective Date (a "Drag-along Sale"), the Dragging Member shall have the right, after delivering the Drag-along Notice in accordance with Section 9.02(c) and subject to compliance with Section 9.02(d), to require that each other Member (each, a "Drag-along Member") participate in such sale in the manner set forth in Section 9.02(b).

(b) **Sale of Units**. Subject to compliance with Section 9.02(d):

(i) If the Drag-along Sale is structured as a sale resulting in a majority of the Class A Units of the Company being held by a Third Party Purchaser, then each Drag-along Member shall sell, with respect to each class or series of Units proposed by the Dragging Member to be included in the Drag-along Sale, the number of Units of such class or series (with Class A Units and Class B Units treated as one class for this purpose) equal to the product obtained by multiplying (i) the number of applicable Units held by such Drag-along Member (with Class A Units and Class B Units treated as one class for this purpose) by (ii) a fraction (x) the numerator of which is equal to the number of applicable Units that the Dragging Member proposes to sell in the Drag-along Sale (with Class A Units and Class B Units treated as one class for this purpose) and (y) the denominator of which is equal to the number of applicable Units held by the Dragging Member at such time (with Class A Units and Class B Units treated as one class for this purpose); and

(ii) If the Drag-along Sale is structured as a sale of all or substantially all of the assets of the Company or as a merger, consolidation, recapitalization, or reorganization of the Company or other transaction requiring the consent or approval of the Members, then notwithstanding anything to the contrary in this Agreement (including Section 4.05), each Drag-along Member entitled to vote shall vote in favor of the transaction and otherwise consent to and raise no objection to such transaction.

(iii) The Distribution of the aggregate consideration of any Drag-along Sale shall be made in accordance with Section 12.03(c).

(c) **Sale Notice**. The Dragging Member shall exercise its rights pursuant to this Section 9.02 by delivering a written notice (the "Drag-along Notice") to the Company and each Drag-along Member no later than fifteen (15) Business Days prior to the closing date of such Drag-along Sale. The Drag-along Notice shall make reference to the Dragging Member's rights and obligations hereunder and shall describe in reasonable detail: (i) the name of the person or entity to whom such Units are proposed to be sold; (ii) the proposed date, time and location of the closing of the sale; (iii) the number of each class or series of Units to be sold by the Dragging Member, (iv) the proposed amount of consideration for the Drag-along Sale and the other material terms and conditions of the Drag-along Sale, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof and including, if available, the purchase price per Unit of each applicable class or series; and (v) a copy of any form of agreement proposed to be executed in connection therewith.

(d) **Conditions of Sale**. The obligations of the Drag-along Members in respect of a Drag-along Sale under this Section 9.02 are subject to the satisfaction of the following conditions:

(i) the consideration to be received by each Drag-along Member shall be the same form and amount of consideration to be received by the Dragging Member per Unit of each applicable class or series (the Distribution of which shall be made in accordance with Section 12.03(c)) and the terms and conditions of such sale shall, except as otherwise provided in Section 9.02(d)(iii), be the same as those upon which the Dragging Member sells its Units;

(ii) if the Dragging Member or any Drag-along Member is given an option as to the form and amount of consideration to be received, the same option shall be given to all Drag-along Members; and

(iii) each Drag-along Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities and agreements as the Dragging Member makes or provides in connection with the Drag-along Sale; provided, that each Drag-along Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Units, authorization, execution and delivery of relevant documents, enforceability of such documents against the Drag-along Member, and other matters relating to such Drag-along Member, but not with respect to any of the foregoing with respect to any other Members or their Units; provided, further, that all representations, warranties, covenants and indemnities shall be made by the Dragging Member and each Drag-along Member severally and not jointly and any indemnification obligation of a Drag-along Member shall be pro rata based on the consideration received by the Dragging Member and each Drag-along Member, in each case in an amount not to exceed the aggregate proceeds received by the Drag-along Member in connection with the Drag-along Sale.

(e) **Cooperation**. Each Drag-along Member shall take all actions as may be reasonably necessary to consummate the Drag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Dragging Member, but subject to Section 9.02(d)(iii).

(f) **Expenses**. The fees and expenses of the Dragging Member incurred in connection with a Drag-along Sale and for the benefit of all Drag-along Members (it being understood that costs incurred by or on behalf of a Dragging Member for its sole benefit will not be considered to be for the benefit of all Drag-along Members), to the extent not paid or reimbursed by the Company or the Third Party Purchaser, shall be shared by the Dragging Member and all the Drag-along Members on a pro rata basis, based on the consideration received by each such Member; provided, that no Drag-along Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Drag-along Sale.

Section 9.03 Exchange of Class B Units. Notwithstanding anything otherwise to the contrary in this Article IX, each Member holding Class B Units may Transfer such Class B Units in Exchange Transactions pursuant to, and in accordance with, the Exchange Agreement; provided, that such Exchange Transactions shall be effected in compliance with reasonable policies that the Initial Member may adopt or promulgate from time to time and advise the Members of in writing (including policies requiring the use of designated administrators or brokers) in its reasonable discretion; provided, further, that if such policies conflict with the terms of the Exchange Agreement, the provisions of the Exchange Agreement shall apply in lieu thereof to any Exchange Transaction to the extent of such conflict.

ARTICLE X
COVENANTS

Section 10.01 Other Business Activities. The parties hereto expressly acknowledge and agree that: (i) the Initial Member and each of its Affiliates are permitted to have, and may presently or in the future have, investments or other business relationships, ventures, agreements or arrangements with entities engaged in the business of the Company, other than through the Company (an "Other Business"); (ii) the Initial Member and each of its Affiliates have or may develop a strategic relationship with businesses that are or may be competitive with the Company; (iii) none of the Initial Member nor any of its Affiliates will be prohibited by virtue of the Initial Member's investment in the Company from pursuing and engaging in any such activities; (iv) none of the Initial Member nor any of its Affiliates will be obligated to inform the Company or any other Member of any such opportunity, relationship or investment (a "Company Opportunity") or to present a Company Opportunity, and the Company hereby renounces any interest in a Company Opportunity and any expectancy that a Company Opportunity will be offered to it; (v) nothing contained herein shall limit, prohibit or restrict any director, member or manager of the Initial Member or any of their respective Affiliates from serving on the board of directors or other governing body or committee of any Other Business; and (vi) the other Members will not acquire, be provided with an option or opportunity to acquire, or be entitled to any interest or participation in any Other Business as a result of the participation therein of any of the Initial Member or any of its Affiliates. The parties hereto expressly authorize and consent to the involvement of the Initial Member and/or its Affiliates in any Other Business. The parties hereto expressly agree and acknowledge that the Board shall have the right to cause the Company to enter into any transaction or contract with any Other Business; provided, that any transaction or contract between the Company and such Other Business will be on terms no less favorable to the Company than would be obtainable in a comparable arm's-length transaction. The parties hereto expressly waive, to the fullest extent permitted by Applicable Law, any rights to assert any claim that such involvement breaches any fiduciary or other duty or obligation owed to the Company or any Member or to assert that such involvement constitutes a conflict of interest by such Persons with respect to the Company or any Member.

ARTICLE XI
RECORDS; TAX MATTERS

Section 11.01 Records and Access to Information. The Company shall maintain at its principal office the books and records of the Company, which shall show a true record of its costs and expenses incurred, sources and applications of funds, charges made, credits made and received, and income derived in connection with the operation of the Company's business. Each Member shall have the right, at the Member's own expense, to inspect and copy such records upon reasonable request during ordinary business hours. Except as provided in the immediately preceding sentence and in Section 11.03, and notwithstanding any provision of the Nevada Act, the Company shall maintain, and the Members shall have access to, only such records as the Board determines to be appropriate.

Section 11.02 Tax Representative.

(a) The Initial Member shall be the "partnership representative" of the Company within the meaning of Section 6223(a) of the Code (the "Partnership Representative"). Further, Rory Cutaia shall be appointed as the "designated individual" in the manner as described in Treasury Regulation Section 301.6223-1(b)(3)(ii).

(b) The Partnership Representative shall have the right to make on behalf of the Company any and all elections and take any and all actions that are available to be made or taken by the Partnership Representative or the Company under the Code (including an election under Section 6221(b) or 6226(a) of the Code), and the Members shall take such actions requested by the Partnership Representative consistent with any such elections made and actions taken by the Partnership Representative, including filing amended tax returns and paying any tax due in accordance with Section 6225(c)(2) of the Code, it being understood that no such amended tax return shall be filed in accordance with such section with respect to the Company without the advance written consent of the Partnership Representative in its sole discretion. The Partnership Representative shall have the authority to amend this Agreement to make any changes in good faith consultation with the Company's tax accountants and tax counsel as are necessary or appropriate: (i) to reduce any Company level assessment under Section 6226 of the Code; (ii) to determine any apportionment of any tax; or (iii) to comply with the Code and administrative, judicial or legislative interpretations thereof or changes thereto.

(c) Each Member shall provide to the Partnership Representative such information (or, if applicable, certify as to filing of initial or amended tax returns) as is reasonably requested by the Partnership Representative to enable the Partnership Representative (i) to reduce any Company level assessment under Section 6226 of the Code, (ii) to determine the allocation of any item of income, gain, loss, deduction or credit of any such Company level assessment among the Members, in good faith consultation with the Company's tax accountants and tax counsel, (iii) to take any and all actions that are available to be made or taken by the Partnership Representative or the Company under the Code, or (iv) to comply with or be eligible to invoke any aspect of the Code in any other respect.

(d) In the event the Company incurs any liability for taxes, interest or penalties:

(i) The Partnership Representative may, or if such amounts are material, shall, cause the Members (including any former Member) to whom such liability relates, as determined by the Partnership Representative, in its sole good faith discretion and after consulting with the Company's and the affected Member's tax advisors, to pay, and each such Member hereby agrees to pay, such amount to the Company, and such amount shall not be treated as a Capital Contribution; and

(ii) Any amount not paid by a Member (or former Member) within ten (10) days following the receipt of the request to pay delivered by the Partnership Representative shall be treated for purposes of this Agreement as a Withholding Advance governed by Section 7.04(b) hereof.

(e) The obligations of each Member (or former Member) under thisSection 11.02 shall survive the Transfer or redemption by such Member of its Units and the termination of this Agreement or the dissolution of the Company.

(f) The Partnership Representative shall prepare or cause to be prepared all tax returns required of the Company, which returns shall be reviewed in advance of filing by a certified public accountant selected by the Members. The Members shall file their individual or corporate returns in a manner consistent with the Company's tax and information returns.

(g) The Partnership Representative may, if it determines that the retention of accountants or other professionals would be in the best interests of the Company, retain such accountants or professionals to assist in any audits. The Company shall indemnify and reimburse the Partnership Representative for all expenses, including legal and accounting fees, claims, liabilities, losses and damages to the extent borne by the Partnership Representative, incurred in connection with any administrative or judicial proceeding with respect to any audit of the Company's tax returns. The taking of any action and the incurring of any expense by the Partnership Representative in connection with any such proceeding, except to the extent required by Applicable Law, is a matter in the sole discretion of the Partnership Representative.

(h) The Partnership Representative may resign at any time. If the Initial Member ceases to be the Partnership Representative for any reason, the holders of a majority of the Class A Units shall appoint a new Partnership Representative.

Section 11.03 Member Tax Information. As soon as reasonably possible after the end of each Fiscal Year, the Board or a designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 11.04 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Board, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Board. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Board may designate.

ARTICLE XII
DISSOLUTION AND LIQUIDATION

Section 12.01 Events of Dissolution. The Company shall be dissolved and is affairs wound up only upon the occurrence of any of the following events:

(a) An election to dissolve the Company made by the Members holding a majority of the Class A Units and of the Class B Units, voting separately by class;

(b) The sale, exchange, involuntary conversion, or other disposition or transfer of (other than the grant of a security interest in, the grant of a pledge of or the imposition of a lien on) all or substantially all the assets of the Company; or

(c) The entry of a decree of judicial dissolution under Section 86-495 of the Nevada Act.

Section 12.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 12.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 12.03 and the articles of dissolution shall have been filed as provided in Section 12.04.

Section 12.03 Liquidation. If the Company is dissolved pursuant to Section 12.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Nevada Act and the following provisions:

(a) **Liquidator**. The Board, or, if the Board is unable to do so, a Person selected by the holders of a majority of the Class A Units, shall act as liquidator to wind up the Company (the "Liquidator"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) **Accounting**. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(c) **Distribution of Proceeds**. The Liquidator shall liquidate the assets of the Company and Distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to the establishment of and additions to reserves that are determined by the Liquidator in its sole discretion to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) Third, to the Members in the same manner as Distributions are made under Section 7.02.

(d) **Discretion of Liquidator**. Notwithstanding the provisions of Section 12.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 12.03(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, in its absolute discretion, Distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 12.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such Distribution in kind will be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such Distribution, any property to be Distributed will be valued at its Fair Market Value.

Section 12.04 Articles of Dissolution. Upon completion of the Distribution of the assets of the Company as provided in Section 12.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the filing of articles of dissolution in the State of Nevada and the filing of any document required to terminate all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Nevada and shall take such other actions as may be necessary in connection therewith.

Section 12.05 Survival of Rights, Duties and Obligations Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss which at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or which thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 13.03.

Section 12.06 Recourse for Claims. Each Member shall look solely to the assets of the Company for all Distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Board, the Liquidator or any other Member.

ARTICLE XIII
EXCULPATION AND INDEMNIFICATION

Section 13.01 Exculpation of Covered Persons.

(a) **Covered Persons**. As used herein, the term "Covered Person" shall mean (i) the Initial Member, (iii) each officer, director, shareholder, partner, member, manager, controlling Affiliate, employee, agent or representative of the Initial Member, and each of their respective controlling Affiliates, (v) each Manager or Officer of the Company, and (vi) such other employee, agent or representative of the Company that is specifically designated by the Board as a Covered Person.

(b) **Standard of Care**. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in his, her or its capacity as a Covered Person, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) **Good Faith Reliance**. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) one or more Officers or employees of the Company; (ii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iii) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence.

Section 13.02 Liabilities and Duties of Managers. In lieu of any duty (including any fiduciary duty) imposed on the Managers, by the Nevada Act or otherwise at law or in equity, the sole duty of each Manager in connection with managing the business and affairs of the Company shall be to comply with the terms of this Agreement, and no Manager shall have or incur any liability to the Company or to any Member in connection with managing the business and affairs of the Company, except for (a) liability for breach of this Agreement and (b) liabilities that Applicable Law does not permit this Agreement to eliminate.

Section 13.03 Indemnification.

(a) **Indemnification**. To the fullest extent permitted by the Nevada Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Nevada Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of (i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the business of the Company; or (ii) the fact that such Covered Person is or was acting in connection with the business of the Company as a partner, member, stockholder, controlling Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective controlling Affiliates, or that such Covered Person is or was serving at the request of the Company as a partner, member, manager, director, officer, employee or agent of any Person including the Company; provided, that the indemnification obligations in this Section 13.03(a) shall not apply to the portion of any Losses that results from a breach of this Agreement or to any liability that Applicable Law does not permit this Agreement to eliminate.

(b) **Reimbursement**. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 13.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 13.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(c) **Entitlement to Indemnity**. The indemnification provided by this Section 13.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 13.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 13.03 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person.

(d) **Insurance**. To the extent available on commercially reasonable terms, the Company shall purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Board may determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) **Funding of Indemnification Obligation**. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 13.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) **Savings Clause**. If this Section 13.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 13.03 to the fullest extent permitted by any applicable portion of this Section 13.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) **Amendment**. The provisions of this Section 13.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 13.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 13.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 13.04 Survival. The provisions of this Article XIII shall survive the dissolution, liquidation, winding up and termination of the Company.

ARTICLE XIV
MISCELLANEOUS

Section 14.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 14.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agree, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 14.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 14.03):

If to the Company: Verb Acquisition Co., LLC
c/o Verb Technology Company, Inc.
2210 Newport Boulevard, Suite 200
Newport Beach, California 92663
E-mail: rory@verb.tech
Attention: Rory Cutaia

If to a Member, to such Member's respective mailing address as set forth on the Members Schedule.

Section 14.04 Headings. The headings in this Agreement are inserted for convenience of reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

Section 14.05 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 14.06 Entire Agreement. This Agreement, together with the Articles of Organization and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 14.07 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

Section 14.08 No Third-party Beneficiaries. Except as provided in Article XIII, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 14.09 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and the Members holding a majority of the Class A Units and a majority of the Class B Units, voting separately by class. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to the Members Schedule following any new issuance, redemption, repurchase or Transfer of Units in accordance with this Agreement may be made by the Board without the consent of or execution by the Members.

Section 14.10 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 14.10 shall diminish any of the explicit and implicit waivers described in this Agreement.

Section 14.11 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Nevada.

Section 14.12 Submission to Jurisdiction. THE PARTIES HEREBY AGREE THAT ANY SUIT, ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEVADA. EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORM. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY REGISTERED MAIL TO THE ADDRESS SET FORTH IN SECTION 14.03 SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT.

Section 14.13 Waiver of Jury Trial. EACH PARTY, FOR ITSELF AND ITS AFFILIATES, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER IN CONTRACT, TORT OR OTHERWISE.

Section 14.14 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 14.15 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 13.02 to the contrary.

Section 14.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page Follows]

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

COMPANY:

VERB ACQUISITION CO., LLC

By: */s/ Rory Cutaia*
Name: Rory Cutaia
Title: President and CEO

MEMBERS:

VERB TECHNOLOGY COMPANY, INC.

By: */s/ Rory Cutaia*
Rory Cutaia, President and CEO

CORVUS INTERNATIONAL, INC.

By: */s/ Steve Deverall*
Steve Deverall, President

THE H2 MANAGEMENT CORP

By: */s/ Brook Harker*
Brook Harker

ECLIPSE ENTERPRISES AND MANAGEMENT, INC.

By: */s/ James Norton*
James Norton, President

KESTREL MANAGEMENT, INC.

By: */s/ Jordan Erickson*
Jordan Erickson, President

/s/ Ben Mosbarger
Ben Mosbarger

/s/ Jason Etherington
Jason Etherington

/s/ Nate Babbel
Nate Babbel

EXHIBIT A
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

Reference is hereby made to the Amended and Restated Operating Agreement, dated September 4, 2020 (as amended from time to time, the "Operating Agreement"), among Verb Acquisition Co., LLC, a Nevada limited liability company (the "Company"), and the existing members of the Company. Pursuant to and in accordance with Section 4.01(b) of the Operating Agreement, the undersigned hereby acknowledges that it has received and reviewed a complete copy of the Operating Agreement and agrees that upon execution of this Joinder, such Person shall become a party to the Operating Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Operating Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Joinder Agreement as of [DATE].

[NEW MEMBER]

By: _____
Name: _____
Title: _____

SCHEDULE A

MEMBERS SCHEDULE

Member Name and Address	Total Initial Capital Contribution	Class A Units	Class B Units
Verb Technology Company, Inc. 2210 Newport Boulevard, Suite 200 Newport Beach, CA 92663	$ 1,982,250	100	-
Corvus International Inc. 1278 Knittles Kove Lehi, UT 84043	$ 708,750	-	585,197
The H2 Management Corp 217 W. Apple Ave. Saratoga Springs, UT 84045	$ 708,750	-	585,197
Eclipse Enterprises and Management, Inc. 1996 W. Nutwood Ct. Lehi, UT 84043	$ 708,750	-	585,197
Kestrel Management, Inc. 1702 Range Road Saratoga Springs, UT 84045	$ 708,750	-	585,197
Ben Mosbarger 46 W. Apache Rd. Saratoga Springs, UT 84045	$ 121,666	-	100,457
Jason Etherington 4473 Wayment Way Taylor, UT 84401	$ 121,667	-	100,457
Nate Babbel 2804 W. Shady Bend Lane Lehi, UT 84043	$ 121,667	-	100,457
Total:	$ 5,182,250	100	2,642,159

SCHEDULE B

MANAGERS SCHEDULE

NAME
Rory Cutaia 2210 Newport Boulevard, Suite 200 Newport Beach, CA 92663

SCHEDULE C

CURRENT OFFICERS

NAME	TITLE
Rory Cutaia	President, CEO, CFO and Secretary