



TERMS AND CONDITIONS SERVICE AGREEMENT BETWEEN DATA STOCKS INC AND DATA RENTER

EFFECTIVE:

This Terms and Conditions Services Agreement ("Agreement") are effective upon written notice between Data Stocks Incorporated ("Data Stocks") and the specific Data Renter ("Data Renter" or "Renter") agree to convert a Data Deal Quote ("Quote") into an Official Data Deal ("Data Deal") based on the conditions mentioned.

PURPOSE:

The Data Renter is legally contracting with Data Stocks to broker and rent the data from selected amount of Data Suppliers for constant marketing research and constant market visibility in order to increase customer loyalty, outclass competitors, increase market share, and/or explore new markets.

AGREEMENT:

The Data Renter and Data Stocks agree to the below covenants.

SECTION 1 – BASIC TERMS:

DATA DEAL RENTAL:

The Data Renter and Data Stocks agreed that a Data Deal Rental ("Data Deal") is the grouping of aggregate categorical data blocks, future grouping of aggregate categorical data blocks (data sets [data stocks] yet to be processed by the system), data compositions, data sets, data points, data stocks, and/or other sources of data (henceforth, all will be addressed as "Data Sets") that Data Renter/s are asking for from a particular Data Supplier population sample size in order to rent in exchange for a monetary compensation in a structured matter, which will be explained in this contract, covenants, and/or other terms and conditions set by Data Stocks.

A Data Deal can be sponsored by one or several Data Renters. A Data Deal can have several filters, features, and criteria for Data Suppliers. The criteria can consist of Data Renter's qualifications for the Data Suppliers, selection of qualified Data Suppliers, match data pricing based on dynamic pricing, and other minor features to ensure data deal transactions that satisfy both Data Renters and Data Suppliers. Additional nomenclatures can include: "Deal", Business "Deal", "Data Bundle", "Bundle", "Bundles", "Categories", "Data Block Deal", "Data Compositions Deals", etc...

DATA DEAL RENTAL QUOTE:



The Data Renter and Data Stocks agreed that the Data Renter can request a Data Deal Quote (“Quote”) from Data Stocks in order to estimate pricing and test the data stock markets. The Data Renter understands that any Quote becomes an official Data Deal upon release and transmission of that Quote into the Data Markets, which appears in the Data Supplier’s devices via the Data Stocks mobile apps. The Data Renter and Data Stocks must agree in writing of this decision and Data Stocks will notify the Data Renter that the Quote has reach this milestone. At that point, the Data Renter must either agreed to either accept the Quote conversion to an official Data Deal or cancel the Quote. A cancelled Quote will not be released into the Data Markets. If Data Renter does not reply to the notification with 3 work days, then the Quote becomes a Data Deal and subject to all the covenants in this Agreement.

DATA SETS AND DATA POINTS:

The Data Renter and Data Stocks will determine, select, and agree on the Data Sets for this Data Deal. The Data Renter understands that the Data Sets and Data Points can consist of, but limited to the following (with examples):

1. *Social Media:*
 - a. Data Sets: Facebook, LinkedIn, Twitter, Snapchat, Phone, and other applications.
 - b. Data Points: Age, Gender, Frequency of Use, Work, Friends, and other key data.
2. *Click Stream*
 - a. Data Sets: Chrome, Bing, Safari, Google, Firefox, Yahoo, and other applications.
 - b. Data Points: Keywords, Search History, Frequency, Clicks per Page, and other key data.
3. *Geo Location*
 - a. Google Maps, iMaps, AroundMe, Tinder, Waze, and other applications.
 - b. Data Points: Coordinates, Nation, Zip Code, State, distances, and other key data.
4. *Health*
 - a. Health app, WebMD, Moves, Runkeeper, WalkerTracker, and other applications.
 - b. Data Points: Distances, Steps, health articles, physical activity, and other key data.
5. *Shopping*
 - a. Amazon, Groupon, Alibaba, iStore, Ebay, Craigslist, and other applications.
 - b. Data Points: Type of Purchases, Times of Purchase, Purchase Prices, and other key data.
6. *Finance*
 - a. Visa, Master Card, AMEX, Experian, Equifax, Insurance, and other applications.
 - b. Data Points: Type of Purchases, Credit Scores, Income, and other key data.

The Data Renter and Data Stocks agree that changes to the controllable parameters are allowed in order to expedite the Data Deal and meet deadlines under the conditions that both Data Renter and Data Stocks agree to the adjustments and that such changes are transacted in a change request format. The Data Renter understand and agrees that a Data Deal that is triggered is difficult to change, thus Data Stocks has the right to negate any change request.

PRICING PARAMETERS FOR DATA SETS



The Data Renter understand that Data Stocks will pricing parameters. The Market Price represents the current settled price per Data Set or a fair price set by Data Stocks to start a Data Market for a particular Data Set. The Starting Bid represents the initial price bid that the Data Renter is willing to offer Data Suppliers. High Bid represent the highest price bid parameter that the Data Renter is willing to offer to Data Suppliers, which will be set as a percentage of the Starting Bid. The purpose of the High Bid is to ensure Data Renter stays within budget. The Low Bid represent the lowest price bid parameter that the Data Renter is willing to offer to Data Suppliers, which will be set as a percentage of the Starting Bid. The purpose of the Low Bid is to ensure Data Suppliers stay friendly with the Data Renter by not perceiving the Data Renter as underhanded.

The Data Renter and Data Stocks agree that changes to the controllable parameters are allowed in order to expedite the Data Deal and meet deadlines under the conditions that both Data Renter and Data Stocks agree to the adjustments and that such changes are transacted in a change request format. The Data Renter understand and agrees that a Data Deal that is triggered is difficult to change, thus Data Stocks has the right to negate any change request.

CRITERIA FILTER:

The Data Renter and Data Stocks will determine, select, and agree on the filters and qualification criteria for Data Sets for this Data Deal. The filters and qualification criteria are the parameters that are applied to all Data Sets and Data Points for this Data Deal. Data Suppliers that meet this parameters will be authorized to enter the Data Deal. Data Suppliers that do not meet these parameters will be filtered out or disqualified from the Data Deal.

The Data Renter and Data Stocks agree that changes to the controllable parameters are allowed in order to expedite the Data Deal and meet deadlines under the conditions that both Data Renter and Data Stocks agree to the adjustments and that such changes are transacted in a change request format. The Data Renter understand and agrees that a Data Deal that is triggered is difficult to change, thus Data Stocks has the right to negate any change request.

NULL RULES:

Data Stocks will determined the nullification rules of the Data Sets and/or Data Suppliers that do not produce the results that Data Renter needs. Data Renter can provide feedback. If a data set is deemed “Null”, then Data Set’s value will be reduced to 1/10 of its Settled Price or \$1, which is ever is lesser. Data Stocks will inform the Data Suppliers of the Null Ruling and paid on the same payment schedule for Data Deal on SECTION 3.

TERM TIME & BENEFITS OF RENEWALS:

Every new Data Deal is 180 days. This means that Data Stocks will provide the Data Renter with 180 days of Data Sets and Data Points asked based on the parameters and distribution preferences, which can be a combination of historical data and/or future data. In order to keep the accounting, collection, and payments simple, the time blocks will be 30 calendar days. The option to renew will be extended as long as the Data Renter continues to follow the rules, terms



and conditions, and it is good financial standing based on the agreed on payment schedule set by Data Stocks. Failure to do so, and/or no desire to further the Data Deal, Data Stocks will delete all the information that was provided by the Data Suppliers and any data mixed sets in the rental environment assigned to the Data Renter due to its custodial responsibilities entrusted and the nature of the data rental business. Every renewal of a Data Deal extends the Data Deal by another 180 days; thus, the Data Renter retains the all previous data and adds new data per each Data Deal renewal. Data Stocks has the right to limit the amount of renewals.

EXECUTION:

A Data Deal is executed when the Data Deal is inside Data Stocks's applications and the Data Suppliers meet the "Trigger" criteria of the Data Deal.

TRIGGER:

Data Stocks and Data Renter set and agree that each Data Deal will have a minimal population of Data Suppliers. Once the Data Deal reaches the minimal population of Data Suppliers, the Data Deal is triggering. The Data Suppliers of the minimal population in the Data Deal are subject to the parameters set in the Data Deal.

POPULATION LIMITS:

Data Stocks and Data Renter set and agree that the Data Deal will be upper limit to the Data Suppliers of the targeted population. The population upper limit is not required to be reached in order complete the Data Deal nor to trigger the Data Deal. The purpose of the population upper limit is to ensure that the Data Renter stays within budget.

AFTER-TRIGGER DATA SUPPLIERS:

Data Stocks and Data Renter agree that the qualified Data Suppliers that enter the data deal after the triggering of the data deal will have (180-T) terms relative to their entrance. "T" representing the number of days that the Data Supplier lacks of data for those days.

DELIVERY METHOD:

Data Stocks and Data Renter agree to delivery and support of any data deal will be in accordance with SECTION 2.

STORAGE CUSTODY:

Data Stocks and Data Renter agree that the storage of any data associated with the Data Deal from the Data Suppliers and any of the Data Renter's data transferred to Data Stocks are the property, domain, and/or control of Data Stocks due to its custodial responsibilities entrusted to Data Stocks by the Data Suppliers, and the nature for the data rental business.

DATA RENTAL USAGE:



With this agreement, Data Stocks grant the Data Renter the right to interact with the data, manipulate the data, and cross-blend the data within the assigned rental environment/s to the Data Renter by Data Stocks. **The Data Renter does NOT have the right to download, copy, and/or transfer the data from any assigned rental environment/s into any other location, devices, and/or 3rd party service.** Changes to the location parameters and usage parameters that are controllable are allowed under the conditions that both Data Stocks and the Data Renter agree to the adjustments and that such changes are transacted in a change request format. If uncertain, the Data Renter agrees to consult with Data Stocks prior to any attempts for relocation action and/or questionable data usage. Failure to do so grants Data Stocks the right to terminate services and delete the data immediately and pursue damages, since Data Stocks is acting as the custodian of the Data Suppliers' data with powers of attorney. The Data Renter understands that that not following Data Stocks's guidelines can lead to external lawsuits by Hewlett Packard Company regarding their published patent US 2003/0154171 A1, and thus the Data Renter agrees to follow Data Stocks's directions in order to avoid these costly and unnecessary events. If such an event arises, the Data Renter cannot hold Data Stocks liable.

DATA TREATMENTS:

Data Stocks and Data Renter agree that Data Stocks has the right to deny, delete, and/or perform treatments on any Data Set and data points at any time in order to safe guard any of the Data Suppliers' privacy, dignity, and confidential information, which one of Data Stocks primary value proposition and trust factor to Data Suppliers. This data can include, but not limited to social security numbers, phone numbers, credit card information, pornographic material, personal names, etc....

FREQUENCY & TIMELINESS:

Data Stocks and the Data Renter agree that the delivery a combination of 180 days of historical data and/or future data as agreed by both parties. Thus, Data Stocks commence providing the data as stated in SECTION 2. Furthermore, agree that the collecting of daily data from several sources can be challenging and costly based on the frequency and availability of collection, such as "Streaming", "Every 5 minutes", "Hourly", "Wi-Fi Batching", from large Data Supplier population sizes and their connection to their respective service providers' networks. This can include Data Suppliers losing data producing devices. Thus, the newest updates from the selected Data Sets will be provided within a 72 hour basis without any additional costs. If the Data Renter requires a more timely frequency on data updates, Data Stocks and Data Renter agree to work together on the required frequency, requirements to sustain the desired frequency, and the costs associated to Data Stocks and the Data Suppliers in order to satisfy all parties. Data Suppliers that fail to provide updates within 72 hours can be subject to the Null Rules and reduce the cost of to the Data Renter.

EXPIRATION:

Due to the newest of the data productization via Data Deals and dynamic pricing, Data Stocks and Data Renter agree that any Data Deal has a minimum of 6 months to trigger from the date the Data Deal is officialized as a Data Deal. If a Data Deal fails to trigger within that time frame, Data Stocks and the Data Renter has the right to cancel the Data Deal. Data Stocks and the Data



Renter agree that an un-triggered Data Deal that expires is no liability to Data Stocks and the Data Renter. Upon expiration, Data Stocks will return all margins and money transfers back to the Data Renter.

CANCELLATION PRIOR TO EXPIRATION:

Data Renter understands that cancelling a Data Deal prior to expiration can results in a monetary penalties as set in SECTION 3 – PAYMENT SCHEDULE.

CONTINENENT DISTRIBUTION:

A Data Deal can be distributed across the globe with certain partners. Thus, if the opportunities arise, Data Stocks and Data Renter, if needed, agree to state whether to expand or narrow the scope of the Data Deal.

EXCHANGE RATE:

Data Stocks and Data Renter agrees that exchange rates fluctuate depending on economic conditions of each country. Thus, in order to keep exchange rates simple, any Data Deal will be pegged to the US dollar. Data Stocks will explain to the Data Suppliers that the Data Suppliers will bare any gains or losses of currency fluctuations for non-US dollar currencies.

COMMISSION BROKER MARGIN:

The Data Renter understands that that Data Stocks is s For-Profit Corporation. Due to the fluctuation of data markets and costs, Data Stocks and Data Renter agree that a broker margin will be added to the total costs of any Data Deal and its delivery in order to reward Data Stocks for its unique services as stated in SECTION 3: PAYMENT SCHEDULE.

COST COVERAGE CLAUSE:

The Data Renter understands that that Data Stocks is a For-Profit Corporation with an innovative approach to data brokering and data rentals. Such innovation and new systems can have unexpected costs, which if the broker margin stated in SECTION 3: PAYMENT SCHEDULE is not enough to cover all the costs, the Data Renter agrees to cover all cost associated with their respective Data Deals. In return, Data Stocks agreed to modify the Terms and Conditions to better express the realities of data brokering, data rentals, and the actual costs associated.



SECTION 2 – DELIVERY METHOD:

The Data Renter and Data Stocks agree to the below methods.

PHASE 1 SOURCING, CONSENT, AND DATA INGESSION:

This phase is the distribution the mobile application through Data Stocks's networks, partners' networks using email with Calls To Actions (CTAs) and other mediums (ex. Social Media, SEM, etc...), which can include the d Data Renter's network and that of the Data Renter's representatives, such as 3rd Parties. As the mobile application spreads, Data Stocks will circulate the Data Deal in a friendly format to the Data Suppliers via the mobile applications. The Data Deal's compensation will entice Data Suppliers to activate their Data Sets, while the parameters will determine which Data Suppliers qualified or not. Upon a Data Supplier's qualification, the mobile application will commence storing their data on specified locations. As a result, the Data Deal's population will increase. Once the "Margin Call Trigger" (SECTION 3) is completed, Data Stocks will begin working on Phase 2. Phase 1 will continue until the Data Deal reaches the Population Max Limit. Once the Max Limit is reached, the data deal will closed to any further Data Suppliers and thus, this phase ends.

PHASE 2 CREATE ENVIRONMENT, EXTRACTION, STORAGE, AND TREATMENT:

This Phase 2 begins prior to Phase 1's completion and prior to the Data Deal triggering. This consists of setting up the storage rental environment consist of server clusters within a cloud environment of Data Stocks's choosing in order to sustain a combination of object storage, block storage, and/or file storage. Data Stocks will have the rental environment's storage operational and tested within 10 work days. Once online, Data Stocks execute server calls and extract the data points within the Data Sets from all the qualified Data Suppliers, which consented to the data deal via mobile application. These transactions will be encrypted and storage will start. Upon storage building, Data Stocks will identify and execute any data treatment to the data sets and data points in accordance to policy.

PHASE 3 HADOOP SETUP:

This phase can be parallel or staggered with Phase 2. The Hadoop Environment consist of server clusters within a cloud environment of Data Stocks's choosing, the Apache Hadoop open-source software framework, which includes the Hadoop Distributed File System (HDFS), MapReduce, Pig, Yarn, Jalq, ZooKeeper, Hive, Hbase, Eclipse, Lucene, and Avro. Data Stocks will have the rental environment's Big Data operational and tested within 10 work days.

PHASE 4 SELECTING FORMAT AND BI TOOLS:

This phase can be started prior or parallel with Phase 5. During this phase, the Data Renter and Data Stocks agree to determine what format the output file of the Hadoop will be delivered based on the selection of the business intelligence tool/s (BI) desired by the Data Renter. Although formats can range from .csv, .xlsx, .xls, .tab, .xml, json, .zip, .mdb, .acddb, .wtx, and many others, the format will depend on the business intelligence tool/s determined to be used, such



Tableau, Domo, Apache Hive, Power BI for Office 365, Palantir, and/or other BI tools. Data Stocks recommends the Data Renter uses a BI within their knowledgeable domain and to consult the BI vendor. The Data Renter can request Data Stocks to setup the BI, as long as the guidelines for “Additional Services” are followed. This selection process can take up to 10 work days, but delays to the process are within control of the Data Renter.

PHASE 5 HADOOP PROCESSING & DATA CATEGORIZATION:

This phase begins once Phase 2 and Phase 3 are completed. Data Stocks will utilize the Apache Hadoop open-source software framework and the related applications to process all the petabytes of structured and unstructured data. This processing will be guided by the Data Deal’s parameters regarding the Data Sets, data points, and criteria in order to transform them into proper data aggregations, data categorization, and data taxonomies. This setup should take 5 work days.

PHASE 6 BI TOOLS SETUP AND READY FOR USAGE:

This phase begins after Phase 4 and parallel with Phase 5. Data Stocks will assist the BI vendor to setup the agreed BI chosen on within the environments, test the environments, and provide the access and permissions to the Data Renter to enter. Simultaneously, Data Stocks will initiate feeding the data into the BIs, test the output, and ready the BI for the Data Renter. Due to the large variety of BI Tools in the market place, if the BI tools chosen by the Data Renter are outside of Data Stocks’ expertise, the Data Stocks will not be accountable for the BI’s performance and would recommend consulting with BI vendor on BI performance issues. The Data Renter can ask Data Stocks to work closely with the BI vendor on the “Additional Services” covenant. This setup can range from 3 work days per BI within Data Stocks knowledge to 10 work days for a BI outside Data Stocks’s expertise.

PHASE 7 BI TOOL USAGE AND SUPPORT:

Data Stocks and the Data Renter agree that the BI tools are not of Data Stocks and thus support of those BI tools will need to be dealt with the BI vendor selected. The Data Renter can request Data Stock to do, as long as the guidelines for “Additional Services” are followed.

PHASE 8 RENEWAL, EXPAND, PIVOT, OR CANCELLATION:

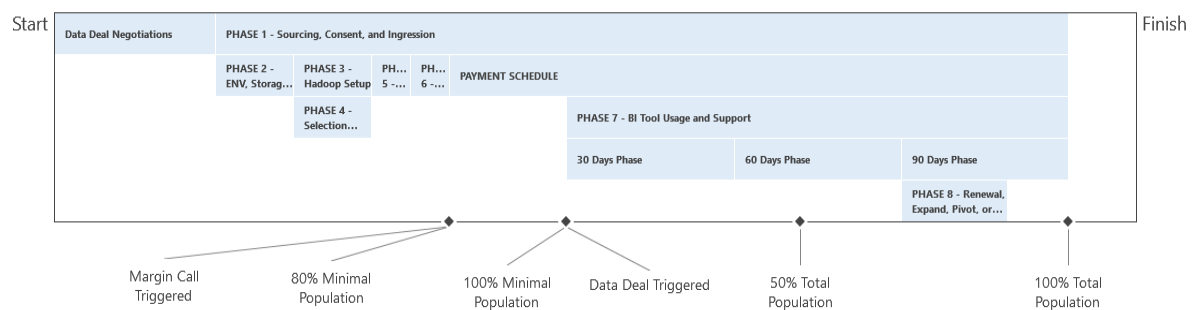
Depending on the Data Deal time terms, this phase happens during last Phase of the payment schedule. During this, Data Stocks and the Data Renter will determine if the current data deal required to be renewed, expand the parameters of the current data deal, start a new one, or discontinue data rental operations. If the demand client wants to renew, Data Stocks and the Data Renter will start the renewal processes and extend the data deal for an additional 180 days of the current data deal in order for Data Renter and the demand client to further profit from the live data sets. If the demand client wants to renew and expand the current data deal’s scope, then Data Stocks will make the necessary mobilization to new global locations to distribute. If the Data Renter desires a new data sets, the Data Stocks can retain the current environments and commence creating a new data deal in order to reduce costs and rework. If the Data Renter wants



to cancel operations, Data Stocks will begin preparations to delete, dismantle, and/or re-furbish all data, applications, and rental environments for the ending day of last Phase. After that date, Data Stocks will remove access and permission to the Data Renter.

TIMELINE ESTIMATE:

Data Stocks and the Data Renter agree that the below is a sample of a “90/90” timeline (90 days of historical data and 90 days of future data) and Gantt chart estimate based on several assumptions and that this timeline can deviate due to the Data Renter’s parameters, Elaborate Progression, assuring the quality of deliverables, and/or new requirements. If the Data Renter requires a more precise timeline and wishes to expedite the Data Deal, then the Data Renter has the option to Force March Timeline.



FORCE MARCH TIMELINE OPTION:

Data Stocks grants the Data Renter the ability to force march the timeline for any Data Deal in return for a Force March Down Payment per Data Deal (SECTION 3). This means that Data Stocks will provide a detailed predictable timeline, overtime the resources, render project management services, front-load marketing campaigns, send weekly updates, and update risk management charts the Data Renter in order to expedite the Data Deal. The goal is to trigger that Data Deal within 75 work days from the date the Force March Down Payment was provided. Due to the nature of a Data Deal and Data Markets, Data Stocks and the Data Renter agree that the results of a Force March Timeline option will vary and yet agree that this is a proactive approach when compared to any “Laissez Faire” stance. Once the Force March Timeline ability has been exercised and the Force March Down Payment provided, it cannot be undone, unless the Data Renter cancels the Data Deal associated. If the Data Renter exercised the Force March Timeline ability and later cancels the Data Deal, Data Stocks will return to the Data Renter any Force March Down Payment not utilized and/or not allocated to expected bills due to services rendered prior to the cancellation notification.



SECTION 3 - PAYMENT SCHEDULE:

ACCOUNT:

The Data Renter will provide a financial account to Data Stocks in order for Data Stocks to charge the costs associated with any Data Deal and additional services that the Data Renter requests from Data Stocks.

STARTING MARGIN BALANCE:

The Data Renter agrees setup a margin balance with Data Stocks in order to establish seriousness and financially support the Data Deal once the Data Deal activates the “Margin Call Trigger”. The Data Renter understands that larger the percentage of the starting Margin Balance reduce the risk for Data Stocks. In return for a large Starting Margin Balance, Data Stocks will reduce its Broker Margin. In addition, timing of the Margin Balance deposit required can increase or reduce the Broker Margin. Current Tables as follows:

Margin Balance %	Data Broker Margin (x)	Value	Savings
70%	25%	100% of Minimum Population	25%
60%	30%	100% of Minimum Population	20%
50%	35%	100% of Minimum Population	15%
40%	40%	100% of Minimum Population	10%
30%	45%	100% of Minimum Population	5%
20%	50%	1100% of Minimum Population	-

Margin Timing	Data Broker Margin (x)	Value	Savings
0 Days	x	100% of Minimum Population	10%
15 Days	x + 2%	100% of Minimum Population	8%
30 Days	x + 4%	100% of Minimum Population	6%
45 Days	x + 6%	100% of Minimum Population	4%
60 Days	x + 8%	100% of Minimum Population	2%
75 Days	x + 10%	100% of Minimum Population	-

MARGIN CALL TRIGGER:

Regardless of Margin Timing, the Data Renter agrees to the obligation to act upon the Margin Call Trigger and deposit the agreement amounts, which will consist of:

Margin Balance: 100% of Data Deal’s current value in US dollar currency of the 100% of the Minimum Population.

Margin Call Trigger Factor: 75% of the Minimum Population.



FORCE MARCH DOWN PAYMENT:

If the Data Renter triggers the ability to Force March Timeline, then the Data Renter has 3 work days to provide a payment equal of 30% of the total population at the current value, which Data Stocks will deduct from the overall Payment Schedule prior to ending of the Delivery Method Phase 8 (SECTION 2).

PAYMENT SCHEDULE:

Data Stocks and the Data Renter agree that the following will be the “30 calendar day” blocks format and the 180 historical/future data splits (90/90, 60/120, 30/150, 0/180) of the payment schedule and the payments from the Data Renter to Data Stocks, which represents the transfer payments to supply clients, commissions, reward systems (SECTION 4), and/or margin. Due to the nature of a variable contract and the fact that each Data Supplier can negotiate at different price term, the value of any Data Deal can vary. Thus, the Data Renter agree the importance of setting parameters within the Data Deal if constrained by a budget.

PAYMENT SCHEDULE	Type	Payment Trigger	Payment from Data Renter to Data Stocks
Margin Call Triggered	Milestone	75% of Minimum Population	100% Value of Current Data Deal for 100% of Minimum Population
Data Deal Triggered	Milestone	100% of Minimum Population	Spread between Margin Call Triggered Payment and the Current Data Deal Value.
30 Days	Phase 1 – 90/90 Phase 1 – 60/120 Phase 1 – 30/150 Phase 1 – 0/180	Trigger + 15 Days	Spread between Data Deal Triggered Payment and the Current Data Deal Value.
60 Days	Phase 2 – 90/90 Phase 2 – 60/120 Phase 2 – 30/150 Phase 2 – 0/180	Trigger + 45 Days	Spread between 30-Day-Phase Payment and the Current Data Deal Value.
90 Days	Phase 3 – 90/90 Phase 3 – 60/120 Phase 3 – 30/150 Phase 3 – 0/180	Trigger + 75 Days	Spread between 60-Day-Phase Payment and the Current Data Deal Value.
120 Days	Phase 4 – 60/120 Phase 4 – 30/150 Phase 4 – 0/180	Trigger + 105 Days	Spread between 90-Day-Phase Payment and the Current Data Deal Value.
150 Days	Phase 5 – 30/150 Phase 5 – 0/180	Trigger + 135 Days	Spread between 120-Day-Phase Payment and the Current Data Deal Value.
180 Days	Phase 6 – 0/180	Trigger + 165 Days	Spread between 150-Day-Phase Payment and the Current Data Deal Value.

PAYMENT MILESTONES:



The Data Renter agree to deposit payments to the account with Data Stocks per “30 calendar day” phase on the 15th day of that period for all current balances and projected payments for the end of that period. The “Data Deal Triggered” represents the milestone of the Data Deal’s activation and it is payable on that date, which prompts the start of 1st “30 calendar day” block.

The Data Renter understands that timeline payments to Data Stocks ensures that the Data Suppliers continue to provide their live data. Each Data Deal renewal will follow the same 30-Day pattern for an additional 180 days.

LATE PAYMENTS:

Data Stocks and the Data Renter agree that late payments will be charged to the party that delays in delivering the payment. If the delay is communicated 10 days prior to the late payment, the fee will be 3% of the current total value of the Data Deal per day for that phase. If no prior notification is provided, the fee will be 5% of the current total value of the Data Deal per day for that phase.

FAILURE TO PAY:

The Data Renter agree that if the Data Renter fails to provide the payments for any phase and/or milestone, Data Stocks will have the right to delete all the information that was provided by the Data Suppliers and any data mixed sets in the storage locations and rental environment/s due to its custodial responsibilities entrusted. The Data Renter understands that the Data Renter is liable for the payments of the phases and/or milestones in which the qualified Data Suppliers provided the Data Sets and data points in the rental environments up to the time of deletion.

PARTIAL PAYMENTS:

Data Stocks and the Data Renter agree that partial payments will be treated as “Late Payments” and can be subject to the “Failure To Pay” rule; with the exception that the amount paid will be subtracted from the delinquent amount.

AFTER-TRIGGER DATA SUPPLIERS FOR TOTAL POPULATION:

Data Stocks and the Data Renter agree that the payment schedule accommodates for Data Suppliers that enter the Data Deal after the triggering of the Data Deal in order to reach Total Population. After triggered, such Data Suppliers be treated using $(90+T / 90-T)$ terms relative to their entrance. “T” representing the number of days from the initial data deal trigger.

RENEWAL INCENTIVE FOR SETUPS:

Data Stocks and the Data Renter agree that the Data Stocks will incur all the setup and license costs during all of Phases if the Data Renter agrees to renew, expand, or pivot the Data Deal. If not and the Data Deal is cancelled, the Data Renter will bear the setup and license costs, which will be capped at \$200K. Termination of the Data Deal due to “Failure to Pay” will assign the Data Renter liable for these costs.



CANCELLING AN UNTRIGGERED DATA DEAL PRIOR TO EXPIRATION:

Data Stocks advises the Data Renter not to cancel any un-triggered Data Deal prior to expiration. If the Data Renter choose otherwise, the Data Renter can cancel any un-triggered Data Deals prior to expiration with a penalty. Data Stocks will return only 80% of all funds provided by the Data Renter to Data Stocks for any Data Deals' cancelled.

CANCELLING A TRIGGERED DATA DEAL PRIOR TO COMPLETION:

Data Stocks advises the Data Renter not to cancel any triggered Data Deal prior to completion. If the Data Renter choose otherwise, the Data Renter can cancel any triggered Data Deals prior to completion with a penalty. Data Stocks will return only 80% of all remaining funds provided by the Data Renter to Data Stocks for any Data Deals' cancelled.



SECTION 4 - PARTNERSHIP OPPORTUNITY:

REWARD FOR APPLICATION DISTRIBUTION: Data Stocks and the Data Renter acknowledge that the opportunity to partner can exist when the Data Renter helps Data Stocks expand any of Data Stocks' applications among potential Data Suppliers. This can consist of email lists, promotions, and/or other marketing campaigns. For that reason, Data Stocks will reward the Data Renter for each Data Supplier with assigned Sales Representative Code, which was provided from Data Stocks to the Data Renter, that is active in each Data Deal, to include this and other Data Deals in the future.

Data Stocks will honor the Data Renter's Sales Representative Code for this and future Data Deals with the Data Renter as long as the relationship is ethical and the Data Renter's terms and conditions are respected. If the Data Renter is representing another entity for the Data Deal, then using a Sales Representative Code, the Data Renter will inform Data Stocks of the agreed percentage split between the Data Renter and the represented entity in writing. The compensation and codes are as follows:

Compensation per Qualified Data Supplier per Data Deal: \$1

Timing of Compensation: The ending of Phase 8.

The Data Renter acknowledges that the reward cannot exceed 5% of Data Stock's 25% commission margin in any completed Data Deal. In addition, the Data Deal must be completed or renewed for the compensation to be valid. Cancelled or un-triggered Data Deal do not provide any form for reward.

REWARD PER 3rd PARTY DATA DEAL:

Data Stocks and the Data Renter agree that the Data Renter can become a representative or referral to other Data Renters to start Data Deals. Thus, Data Stocks will recognize goodwill of the Data Renter upon generation of additional Data Deals from other distinctive Data Renters by rewarding the original Data Renter. To reward this mutual beneficial relationship, Data Stocks will compensate the Data Renter with a finder reward of 5% of the 25% commission margin of any completed or renewed Data Deal per exclusive Data Renter that the Data Renter represents or refers.

CLIENT RELATIONSHIPS:

Data Stocks and the Data Renter agree that the Data Renter's referred or represented are exclusive Data Renters with Data Deals can be the Data Renter's clients. In regards to Data Suppliers, all Data Suppliers will be assigned to Data Stocks regardless of Sales Representative Code. Data Stocks will honor the reward systems associated with the Data Suppliers and the Data Suppliers during and after any Data Deals as long as the terms and conditions are met.



SECTION 5 – OTHER CONVENANTS:

COPYRIGHT:

The Data Renter admits that Data Stocks is the sole developer and creator of Data Stocks's products and services. The Data Renter, user of Data Stocks's products, services, and/or rental environments acknowledge and agree that Data Stocks is a proprietary product of Data Stocks under all and/or any copyright laws and prevailing copyright laws throughout the world. The Data Renter further acknowledge and agree that all right, title, and interest in and to Data Stocks, including associated intellectual property rights, are and shall remain with Data Stocks, and the Data Renter agree not to contest Data Stocks 's ownership, Data Sets, and/or the validity of Data Stocks 's rights.

This Agreement does not convey to the Data Renter has an interest in or to Data Stocks, but only a limited right to use the work, services and/or other mechanisms, which are revocable in accordance with the terms of this Agreement.

The Data Renter assumes responsibility for the selection of this program and services to achieve your intended results, and for its installation and subsequent use.

TRADEMARKS:

The Data Renter acknowledges that the names of companies and products mentioned on the Site or in the Materials are the trademarks of Data Stocks and shall treated as so, whether officially trademarked or not.

NON-DISCLOSURE AGREEMENT:

Data Stocks and the Data Renter agree to the basic clauses of a professional and mutual non-disclosure agreement in the State of Texas during and eighty (80) months after the last data deal. Clauses, such as “No License Granted”, “Copies”, Relationships”, “Unauthorized Disclosure”, “Remedy”, and “Breach of Contract”, will be judged on a “Reasonable Person” standard.

NON-COMPETITION AGREEMENT:

Data Stocks and the Data Renter agree to the basic clauses of a professional and mutual non-compete agreement in the State of Texas during and eighty (80) months after the last data deal. Clauses, such as “Non-Interference with Licensees”, “Non-Interference of Business Relationships”, “Non-Disparagement”, “Remedy”, and “Breach of Contract”, will be judged on a “Reasonable Person” standard.

CONFLICT RESOLUTION:

Data Stocks and the Data Renter agree to enter arbitration if any disputes arise that cannot be settle during regular operations and/or with these agreements. There will be 3 arbiters select from the State of Texas at random and the verdict will be based on majority rule of 2 out of 3.



SOFTWARE DEFECTS AND ENHACEMENTS REPORTING:

If the Data Renter finds software defects in Data Stocks's product and/or services, then the Data Renter is welcome to report them to Data Stocks. Data Stocks will evaluate them and, at its sole discretion, may address them in a future revision of Data Stocks's services and/or products. T the Data Renter, the user, must keep in mind that there are differences between defects and enhancements. Defects are features and services that do not work nor produce the intended purpose. Enhancements are features or improvements that have not been yet added and/or perfected. In order to create a more perfect product, the Data Supplier can provide feedback on both. Data Stocks will retain all in rights to the feedback provided and may compensate users and/or feedback producers as Data Stocks deems suitable.

UPDATES, UPGRADES, AND EXPIDATION OF SUPPORT:

The Data Stocks's updates and upgrades (including, but not limited to: bug fixes, upgrades, hot fixes, enhancements, modifications, new releases) are provided in the sole discretion of Data Stocks.

If Data Stocks does provide the Data Renter with any updates and upgrades, such updates shall be subject to the terms and conditions of this Agreement (including the License) or such Agreement, if any, which accompanies such updates.

Data Stocks grants the Data Renter the right to pick up to three items of fix, upgrade, and/or update, in return for financial support. Upon financial support, the picked items will be placed further up in the Agile Development queue. The financial support will equal the costs and overheads associated with these work items.

ADDITIONAL SERVICES:

Data Stocks and the Data Renter agree that they can mutually help each other with additional services during and after any data deal. For example, the Data Renter can ask Data Stocks for BI assistance, analytics, and/or insight finding. The only requirement is that a service order be communicate, agreed, and written between the parties prior to any mobilization from either side.

MODIFICATIONS:

Data Stocks and the Data Renter agree that this agreement can be modified as long as both parties consent to the proposal and it is finalized in writing by both parties.

LIMITATION OF LIABILITY:

IN NO EVENT WILL DATA STOCKS BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, AND/OR OTHER INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, CLAIMS AND/OR



ACTIONS, ARISING OUT OF THE USE AND/OR INABILITY TO USE DATA STOCKS AND/OR 3RD PARTY PRODUCTS INSTALLED. NOR BE LIABLE FOR ANY CLAIMS BY ANY OTHER PARTY ARISING OUT OF DATA RENTER'S USE OF DATA STOCKS' PRODUCTS AND SERVICES. DATA STOCKS WILL COMPENSATE AND/OR RECTIFY ANY USER/S OF DATA STOCKS'S SERVICES AND PRODUCTS IN UNIQUE CASES THAT DATA STOCKS DEEM APPROPRIATE TO SUSTAIN JUSTICE AND CHRISTIAN VALUES.

INDEMNIFICATION:

The Data Renter agrees to indemnify, defend, and/or, hold Data Stocks harmless from and against any claims or lawsuits, including costs and attorney's fees, that arise or result from the use of Data Stocks's products and/or services in all courts, both local and international. The Data Renter agrees to work together in mutual arbitration in order to settle any problem and/or concerns associate whether perceived or actual as stated in the CONFLICT RESOLUTION clause. In return, Data Stocks will work with the Data Renter to settle any grievances and compensations in the most appropriate manner based on Data Stocks's discretion.

INTERPRETATIONS AND DEFINITIONS FAVOR DATA STOCKS

Data Rentals and Data Brokering are a new and innovative fields, to which this Agreement is subject to. Due to the newest and novelty, Data Stocks and the Data Renter agree that any definition, interpretations, and/or terms within this Agreement will be determine by Data Stocks and favorable to Data Stocks, a leader in Data Rentals and Data Brokering.

COMPLETE AGREEMENT

BY USING DATA STOCKS' SOFTWARE AND SERVICES, THE DATA RENTER ACKNOWLEDGES THAT THE DATA RENTER HAS READ THESE AGREEMENTS, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. THE DATA RENTER FURTHER AGREE THAT THESE AGREEMENTS ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE DATA RENTER AND DATA STOCKS REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE DATA RENTER AND DATA STOCKS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.



SECTION 6 - GOVERNING LAW:

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAW, AND NOT THE LAW OF CONFLICTS, OF THE STATE OF TEXAS.

This Agreement has been entered into in Dallas County, Texas and it shall be performable for all purposes in Dallas County, Texas. Any action or proceeding concerning, related to, regarding, or commenced in connection with the Agreement must be brought in a state or federal court located in Dallas County, Texas, and the parties to the Agreement hereby irrevocably submit to the personal jurisdiction of such courts and waive any objection they may now or hereafter have as to the venue of such action or proceeding brought in any such court, or that any such court is an inconvenient forum.

SECTION 7 - CONTRACTUAL AGREEMENT:

Both Data Stocks and the Data Renter agree to abide by all international, federal, state, and local laws, ordinances and regulations regarding this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

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

DATA STOCKS INC.

DATA RENTER

///SIGNED/// AEP

///SIGNED IAW "EFFECTIVE" CLAUSE///

Authorized Signature

Authorized Signature

Alejandro E. Perez, CEO of Data Stocks Inc.

IAW the Account Information

Print Name and Title

Print Name and Title