

# Agreement, Page 1

- I've included all 10 pages in this Compendium with insight into key points. On Page 1 below, note that Satoshi desired two things from Ivy McLemore & Associates – complete digital marketing and PR for SNR's business and for its founder.

**AGREEMENT FOR APPOINTING IVY MCLEMORE & ASSOCIATES, LLC FOR  
PR/MARKETING SERVICES**

This agreement ('Agreement'), dated July 11, 2019 is made between:

Satoshi Nakamoto Revise Holdings / Blockchain SNR ('SNR / BSNR') / Blockchain Holdings and any other company/ currency under SNR / BSNR), an offshore company incorporated in Seychelles, with office located at 20-22 Wenlock Road, London N1 7GU, United Kingdom (hereinafter referred to as 'SNR or BSNR').

And

Ivy McLemore & Associates, LLC (hereinafter referred to as 'Ivy McLemore & Associates').

Collectively, referred to as 'Companies' and/ 'Parties'.

Whereas:

SNR, is engaged in the business of providing Blockchain products and services to its customers through its virtual offices all over the world; and

SNR, desires to do a partnership with Ivy McLemore & Associates which would work initially on a one (1) year contract for PR/Marketing Services (complete digital PR and marketing for SNR's business and for its founder);

Whereas:

SNR is desirous do a partnership for its PR/Marketing services and Ivy McLemore & Associates desires to provide PR/Marketing services to SNR, on the terms and conditions set forth, in this agreement.

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

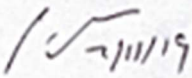

**1. DESCRIPTION OF SERVICES**

**1.1. ENGAGEMENT OF SNR**

Subject to the terms and conditions of this Agreement, SNR would like to acquire the services of Ivy McLemore & Associates to provide digital PR and marketing services set forth below; and Ivy McLemore & Associates hereby accepts such engagement.

**1.2. SERVICE CATALOGUE / DELIVERABLES / SERVICE-LEVEL AGREEMENTS**

Ivy McLemore & Associates shall provide the following service-level agreements (SLA) to SNR:

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- Among other things, Satoshi asked our firm to **“coordinate with the media on return of SN (Satoshi Nakamoto)” and “seek, manage, and act on all PR opportunities such as industry-related speaking engagements.”**

| Service                 | Details   |
|-------------------------|---|
| COMMUNICATIONS SERVICES | <ul style="list-style-type: none"><li>• Creating, drafting, and distribution of all press releases, media announcements, etc., including international press releases and media coverage</li></ul>  |
| Public Relations        | <ul style="list-style-type: none"><li>• Pro-editing and designing of the White Paper provided by SNR</li><li>• Coordinate media attendance and management at events</li><li>• Coordinate with media on return of SN and STOIC/OALT of BSNR</li><li>• Seek, manage and act on all PR opportunities such as industry-related speaking engagements, community events, holidays, editorial calendars, etc.</li><li>• Monitor all media coverage of the brand and related topics</li><li>• Carry out/implement social media coverage for specific campaigns and/or for specific events</li></ul> |

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- Satoshi asked our firm to “target audience attraction for making deals.” I added freelancer Steve Gillen to our staff full time on Aug. 1, 2019, to find potential investors. Steve did an excellent job in an impossible situation at the time, and later was hired by Todd White to serve as CEO of the start-up American Blockchain PAC in 2021.

|  |  |
|--|--|
| <b>MEDIA/COMMUNICATION<br/>CAMPAIGN STRATEGY</b> | <ul style="list-style-type: none"><li>• To make the general public understand what your brand/product is to prospective customers and the economy as a whole.</li><li>• Pitching –contacting editors and reporters for coverage based on their editorial calendars or a specific event/topic</li><li>• News-Press Editorial Board – facilitate meeting with boards and relevant orgs for publishing editorial features in relevant publications, event attendance/coverage</li><li>• Ad Space – coordinate with publications for potential free ads/remnant space</li><li>• Press Release(s) – include selected messaging all of BSNR material (branding)</li><li>• Local and international press releases, PR Newswire, television spots (talk shows, morning shows, etc.)</li><li>• Tracking – Coordinate with IT department for Website and traffic tracking and analytics</li><li>• Coordinate with Outreach Committee and other board members as needed</li><li>• Offer consistent communications while pushing out a campaign on what makes your product so invaluable.</li><li>• Be the media liaison and keep all relevant information organized. Meetings, conference or phone calls, etc.</li><li>• Target audience attraction for making deals (Natural Buyers, Whales, Long-term investors, Traders)</li></ul> |
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- Note that Satoshi wanted our firm to develop “video interview(s) with Satoshi Nakamoto.” Satoshi made his first-ever trip to the U.S. in October 2019 for a video shoot and meetings with potential investors. He brought his wife Zhada with him to New York. Before leaving the UK, he asked me if I could recommend hotel accommodations in Brooklyn because his research had uncovered thrifty options there. I suggested the Hyatt Grand Central instead, the hotel that launched President Trump’s real estate empire when he received an unprecedented 40-year tax break to acquire and redevelop the Commodore Hotel in 1976. I told Satoshi he’d save money on transportation costs by staying there. He did. **That means Satoshi’s first-ever stay in the U.S. was in a Trump hotel.**

|  |   |
|--|---|
| <b>SUPPORT</b><br>For handling all queries from the Public regarding the Satoshi Nakamoto & BSNR product line.<br><br>For listening to and managing all official social media platforms, and some third-party platforms for SNR. | <ul style="list-style-type: none"><li>• Provide help desk support/social media community management</li><li>• Answer level-1 queries about Satoshi and BSNR products and reroute level-2 queries to product/tech teams</li><li>• Collect and document requests for changes</li><li>• Share status of requests</li><li>• Prepare content for official social media platforms and press releases</li><li>• Listen to and seed Forums/Communities/Groups</li><li>• Achieve certain number of posts per week on Facebook and LinkedIn and Tweets per week on Twitter</li><li>• Resources listening to and seeding such third parties as Reddit, BitCoinTalk, Telegram, Medium, Quora, and other LinkedIn and FB crypto-related groups</li></ul> |
| <b>WEB DEVELOPMENT &amp; MAINTENANCE</b><br><br>Whatever is essential to run smooth STO/COLALT campaign for SNR, projects and jointly agreed by both the parties   | <ul style="list-style-type: none"><li>• Website/portal (Will be provided by SNR)</li><li>• Blog</li><li>• News/articles to be shown on main page. After approval by SNR</li><li>• Management and maintenance of the website</li><li>• SEO of the website</li><li>• Maintain blog posts per month</li><li>• Backend integration with a reputable Exchange, if needed</li></ul>   |
| <b>VIDEO DEVELOPMENT</b>   | <ul style="list-style-type: none"><li>• Recording and editing of videos for the official platforms of SNR</li><li>• Interview of Satoshi Nakamoto</li></ul>   |

The services and corresponding details are applicable and actionable regardless of geographic location.

**1.3. HOURS OF OPERATION**  
Ivy McLemore & Associates shall provide the services every week Monday to Friday from 9am to 5pm GMT-5 (NY Time) and any change required shall be mutually agreed in writing.

**1.4. FACILITIES**  
Ivy McLemore & Associates shall utilize its facility at its office in NY, (the "Facility") for delivery of its services to SNR. Ivy McLemore & Associates shall bear all expenses of operating the facility, including all expenses for equipment and systems necessary to complete the tasks or facilities.

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- The agreement stipulated Ivy McLemore & Associates would receive a 10% equity share of SNR (Satoshi Revise Holdings, later changed to Satoshi Nakamoto Renaissance Holdings) and 10% of premined coins/tokens. No equity shares were ever formed and coins/tokens had yet to be premined at the end of 2019.

## 2. SERVICE LEVELS

### 2.1. QUERY HANDLING TIME

In case of a Customer Query via digital platforms e.g. website and social media, the time that is measured from when the query is received by Ivy McLemore & Associates for SNR customer/prospect respectively until the query log is answered and satisfactorily closed; and any additional wrap-up work performed related to such query prior to becoming physically available to make the next query.

### 2.2. ESCALATION PROCEDURES

SNR recognizes that there may be instances where Ivy McLemore & Associates shall not be able to resolve a customer contact without SNR's assistance. Promptly following the execution of this agreement, both parties shall mutually agree to an escalation procedure for resolving support problems that require SNR's management engagement. SNR agrees to provide necessary time and guidance to Ivy McLemore & Associates to enable Ivy McLemore & Associates to resolve escalated problems in a timely manner.

### 2.3. SNR TOOLS

SNR agrees to provide Ivy McLemore & Associates with all the draft marketing/ sales messaging. Ivy McLemore & Associates shall finalize publishing material and provide web portals for STO/ICO/ALT/Social networking/Twitter/Facebook/YouTube for SNR Customers/ Web Exchange for SNR portfolio and SNR STO/ICO/ALT and the related services being offered and related materials.

## 3. PAYABLES & TAXES

### 3.1. REVENUE SHARING

Ivy McLemore & Associates shall be entitled to Equity share of 10% (along with 10% of Premined coins/tokens whatever SNR Holdings platform mine/creator) with the Holding company (Satoshi Nakamoto Revise Holdings / Blockchain SNR ('SNR / BSNR')), which are covered under Shareholder Agreement. In case Ivy McLemore & Associates is unable to deliver agreed upon SLAs (to be mutually agreed upon in writing by both the parties) within first six months, Ivy McLemore & Associates shall relinquish the Equity, as well as the entitlement of the Tokens. Detailed terms are covered in Shareholders Agreement.

Ivy McLemore & Associates agrees that service-level agreement (SLA) delivery as mentioned above is a must clause as without achieving these SLA's whole agreement shall shamble.

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- Michael Jones of our firm not only was the one who first came across the blind online ad that started this adventure and the AnnurcaCoin press release about James Caan's experimental cryptocurrency to avoid losing a wallet, he also came up with the brilliant idea in 3.2 below. Satoshi quickly agreed to pay Ivy McLemore & Associates 10% of gross receipts for any speaking engagements.

## 3.2 REVEAL AND PLATFORM LAUNCH-RELATED EXPENSES

Ivy McLemore & Associates shall receive 10% of gross receipts from paid speaking engagements performed by SNR for the purpose of covering PR and related start-up expenses related to performing the SLAs listed in 1.2. This part of the agreement will terminate upon the commencement of revenue sharing.

## 3.3 PAYMENT SCHEDULE

Commencing with the STO/ICO/ALT (this is the day SN shall be launched to National / International Media), Ivy McLemore & Associates shall provide SNR with a weekly STO/ICO/ALT sales report, and after 30 days SNR would share on the basis of shareholding what Ivy McLemore & Associates would achieve in US dollars on every Month.

Consolidated Sales Report must be received no later than on 2<sup>nd</sup> day of the start of the next week. Where sales are done Monday 1<sup>st</sup> Tuesday 2<sup>nd</sup> Wednesday 3<sup>rd</sup> Thursday 4<sup>th</sup> Friday 5<sup>th</sup> Saturday 6<sup>th</sup> Sunday 7<sup>th</sup>, the report must be sent to Management of SNR to reach by subsequent Tuesday 8<sup>th</sup> early morning UK time.

SNR shall initially issue payment subject to Blockchain exchange payment clearance which is 70 to 80 days approx for initial period.

## 3.4 RECORDKEEPING

Ivy McLemore & Associates agrees to keep accurate records relating to this Project (in accordance with generally accepted accounting principles consistently applied).

## 3.5 TAXES

Ivy McLemore & Associates shall be solely responsible for the preparation and submission to applicable authorities, all taxes related to payments made to its employees as salaries, employer contributions and any/all employee benefits.

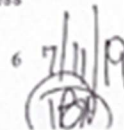
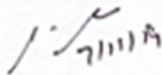
SNR shall be solely responsible for all of its' applicable federal, state, and local taxes and charges arising out for sending service payments to Ivy McLemore & Associates.

## 4 TERM OF AGREEMENT

### 4.1 TERM

The initial term of this agreement shall commence on the date hereof and shall continue for the period of one (1) Year from the launch date (the "initial term").

This agreement shall automatically renew for subsequent term for another one (1) Year, unless either party gives the other written notice of its intention not to extend this agreement at least six (6) Weeks prior to the end of the initial term, or unless terminated as provided elsewhere.



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## **4.2 CONDITIONS FOR TERMINATION BASED ON NON-PERFORMANCE**

SNR may terminate this agreement without penalty if Ivy McLemore & Associates fails to meet any of its performance obligations as described under Section 1 or otherwise commits a breach of any term or provision of this agreement and fails to cure the same within two (2) Weeks (called the 'cure period') after written notice from SNR.

## **5 GENERAL PROVISIONS**

### **5.1 NON-DISCLOSURE, NON-CIRCUMVENTION AND NON-COMPETITION**

#### **5.1.1 CONFIDENTIAL INFORMATION**

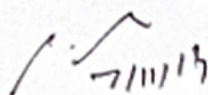
Confidential Information shall include, and shall be deemed to include, all information conveyed by One Party to the Other Party orally, in writing, by demonstration, or by other media. Confidential Information shall be considered as such at the time of transmittal. Confidential Information may include, by way of example but without limitation data, know-how, contacts, contracts, software, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, information obtained from previous or current participants in programs of the either Party, and information relating to transactional procedures. However, Confidential Information shall not include information, which can be clearly demonstrated:

- 5.1.1.1 Generally known or available to the public, through no act or omission on the part of the receiving party; or
- 5.1.1.2 Provided to the receiving party by a third party without any restriction on disclosure and without breach of any obligation of confidentiality to a party to this Agreement; or independently developed by the receiving party without use of the Confidential Information.

#### **5.1.2 OBLIGATION OF CONFIDENTIALITY**

Ivy McLemore & Associates agrees that when receipt of any Confidential Information has occurred:

- 5.1.2.1 Ivy McLemore & Associates shall not disclose or communicate Confidential Information to any third party, except as herein provided. Ivy McLemore & Associates shall protect such information from disclosure by reasonable means, including but not limited to at least the same minimal level of security that Ivy McLemore & Associates uses for its most crucial proprietary and trade secret information.
- 5.1.2.2 Ivy McLemore & Associates shall reasonably protect the Confidential



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Information with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable confidential and proprietary information.

**5.1.2.3** SNR shall permit access to its Confidential Information to Ivy McLemore & Associates' employees or third parties only if such disclosure is reasonably believed to be necessary to the purposes of Ivy McLemore & Associates evaluating, contemplating, recommending, or engaging in any program or service offered by SNR or for the purpose of entering into a business relationship with SNR, and only if said agents, employees, or third parties

**5.1.2.3.1** reasonably require access to the Confidential Information for purposes approved by this Agreement, and have been apprised of this Agreement and Ivy McLemore & Association's obligations to maintain the trade secret status of Confidential Information and to restrict its use as provided by this Agreement.

## **5.1.3 OBLIGATION OF NON-COMPETITION**

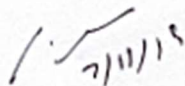
The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which Ivy McLemore & Associates agrees it shall not use any advantages derivable from such confidential information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document. Ivy McLemore & Associates agrees not to engage in competing business practices, including, any research, engineering, product development in any geographical area in the world, conducts business, or provides service to customers for a period of five (5) years.

## **5.1.4 NON-CIRCUMVENTION**

Ivy McLemore & Associates hereby agrees for himself or herself, their officers, directors, agents, associates and any related parties, that they shall not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through the other party, its officers, directors, agents, or associates, for the purpose of avoiding the payment to SNR of profits, fees or otherwise, without the specific written approval of SNR.

## **5.2 SERVABILITY; WAIVER**

If any of the provisions of this Agreement shall be held invalid or unenforceable by reason of the scope or duration thereof or for any other reason, such invalidity or unenforceability shall attach only to the particular aspect of such provision found invalid or unenforceable and shall not affect any other provision of this Agreement. To the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid



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or unenforceable.

## 5.3 NO OTHER AGREEMENTS

The parties acknowledge having read this Agreement and agree to be bound by its Terms. This Agreement supersedes and replaces any existing agreement, written or otherwise, entered into between or among SNR and Ivy McLemore & Associates.

## 5.4 JURISDICTION

The jurisdiction for this Agreement is global and worldwide. Should the 'Companies' assert that a violation has occurred, the parties agree that the 'Companies' shall be entitled to take action to remedy the violation in the locale and/ legal jurisdiction in which the violation occurred, and/ in any other locale or jurisdiction(s) which is appropriate, in the opinion of the 'Companies' and/ their counsels.

## 5.5 FORCE MAJEURE; DISASTER RECOVERY

Each party shall be released from and shall have no liability for any failure beyond its reasonable control, including, but not limited to, acts of God, labor troubles, strikes, lockouts, severe weather, delay or default of utilities, acts of terrorism, natural calamities or communications companies or accidents.

## 5.6 AUTHORIZED REPRESENTATIVES

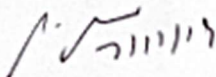
Ivy McLemore & Associates shall designate and maintain at all times hereunder a Project lead who shall have permanent office in Ivy McLemore & Associates to serve as a single point of contact for SNR to assist in the resolution of all technical, operational and implementation-related matters. This Project lead shall be appointed after mutual agreement by both 'Parties'. Ivy McLemore & Associates shall endeavor not to change such project manager without notifying SNR of any such changes. In addition, each party shall, at all times, designate one representative who shall be authorized to take any and all action and/ grant any approvals required in the course of performance of this Agreement. Such representatives shall be fully authorized to act for and decide upon all operations related matters. Approval of amendments to this Agreement can only be done by the Authorized signatories of each party.

## 5.7 ARBITRATION

Any disputes or controversy, which this Agreement expressly provides, is to be resolved by arbitration. The parties shall each select an arbitrator sufficiently knowledgeable in the areas of law necessary to arbitrate the controversy, and the two (2) arbitrators selected shall select a third arbitrator (collectively, the 'Arbitration Panel'). The Arbitration Panel shall arbitrate the controversy by majority decision. The Arbitration law of the United Kingdom shall govern the arbitration, and any court having jurisdiction thereof may enter judgment upon the majority decision rendered by the Arbitration Panel.

## 5.8 INDEMNIFICATION

Both Parties shall indemnify each other for any unreasonable delay, technical fault



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- The signature page executed on July 11, 2019, six days after I first met Satoshi.
- I thought long and hard about the pros and cons of moving forward before I signed. Two factors convinced me to move forward – 1) My gut instincts having been a professional journalist and communications executive for 45 years, and 2) Something AIM Investments co-founder Ted Bauer, who gave \$40 million to start the C.T. Bauer College of Business at the University of Houston, once told me:
- **“Try to associate with greatness whenever you can.”**

that results as a direct consequence of their act or omission, or any other direct damages that may arise whether intentional or negligent, including breach of confidential information. Breach of any terms or conditions of this agreement shall also give both Parties the right to terminate this Agreement with immediate effect and the injured Party shall not be liable for any indemnity or any further obligation under this Agreement, except for liabilities arising prior to the termination of this Agreement.

Both Parties do hereby expressly agree that they shall protect, indemnify, and hold harmless the other and its directors, officials, officers, partners, employees, trustees, agents, successors and assigns (collectively, the Indemnified Parties) from and against all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, actions, or proceedings (including reasonable fees and disbursements of counsel) arising out of or in connection with this Agreement due to any unlawful or illegal actions or omissions or the negligence or willful misconduct thereof or any of their officials, agents or employees while engaged in activities relating to this Agreement, to the best of their ability, unless so warranted to the contrary;

SNR shall defend, hold harmless and fully indemnify Ivy McLemore & Associates employees against any or all actions and/or claims, including, without limitation, claims for non-delivery or devaluation of SNR's product, that arise or are likely to arise as a result of the negligent or intentional acts and/or omissions of SNR and/or SNR's personnel and/or as a result of a breach SNR's UK of any other term of its' products or service offerings.

#### 6 LIMITATION OF LIABILITY

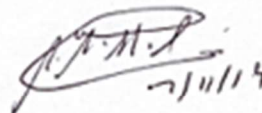
Neither Party nor any of its officers, employees, directors, representatives or affiliates shall be liable to the other Party for any indirect, incidental, punitive, exemplary or consequential losses/ damage. The Parties also further agree that either party's maximum liability arising under, in connection with, pursuant to or in relation to this Agreement shall be limited to the most recent invoice value for Monthly Service Charges.

In witness thereof, this agreement is made effective date July 11, 2019.

For Satoshi Nakamoto Revise Holdings

Name: James Caan  
Designation: Founder & CEO

Signatures  
Seal



For Ivy McLemore & Associates, LLC

Name: Ivy McLemore  
Designation: President

Signatures  
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