

MASTER CONSULTING AND SERVICES CONTRACT

This Agreement made and entered into this 1st day of March, 2022 is by and between: Cascio Consulting, LLC, (hereinafter, "TC"), on one hand and Securix, LLC, a registered Limited Liability Company of Delaware, (hereinafter referred to as "Securix"). From time to time both "TC" and "Securix" may be collectively referred to as "Parties" and individually as "Party".

WHEREAS, the Parties desire to enter into an agreement wherein TC will act as a Consultant to Securix; and,

WHEREAS, the Parties desire to establish a Master Consulting and Servicing Agreement (hereinafter referred to as "Agreement") to establish the functions and responsibilities of TC and Securix; and,

WHEREAS, Securix wishes to engage the services and skills of TC to assist Securix in the expansion, awareness, and market entry of Securix and Securix's product(s) and/ or service(s). TC is authorized to represent Securix in this Agreement so as to make introduction of Securix and Securix's products including services, to prospective persons, parties, organizations, agencies, entities, corporations, companies, firms, counties, municipalities, state or local governments or otherwise, each and all hereinafter referred to as "Customers"; those who may show interest in, or become users of, Securix's product(s) including service(s) and,

WHEREAS, Securix wishes to engage the services and skills of TC to assist Securix with the growth of the Securix Company and subsidiaries by providing an introduction to individuals and/or companies that have an interest in the business of Securix, and,

WHEREAS, the Parties desire to enter into this Agreement providing that the terms herein shall continue in full force and effect hereafter whether the Securix is merged, sold, or acquired.

BASED UPON MUTUAL CONSIDERATIONS AS RECITED HEREIN AND NOTING THAT THIS IS A MUTUALLY TCAFTED DOCUMENT, it is agreed as follows:

1. TC shall assist Securix in obtaining the award of and/or securing agreements with the Customer(s) as set forth in an Addendum to this Agreement (Exhibit A. State and Regional Assignments) Such Addendum may be changed, updated, amended, or revised from time to time by mutual agreement of the Parties. Such amendment(s) must be in writing and signed by all Parties.

a). As part of the services rendered, TC shall provide Securix with Introductions to key persons and decision-makers and assist in the initial and future communications to enhance, the relationships by and between the Securix and Customers/Potential Customers.

2. Securix is to enable TC's efforts with Securix products as follows:

a). All products, materials, supplies, samples, pamphlets, brochures, visual aid presentation, ad pieces, audio presentations, exhibit displays, booths, banners, and any additional information whether printed, electronic or otherwise, associated with Securix's software, hardware, modules, training guides, products and/or services which also includes products related to the Securix's "National Vehicle Insurance and Registration Compliance System, also known as "ANNIE."

b). Securix warrants and represents that its products and services will be free from defects in design, materials and workmanship and conform to any and all agreed and documented specifications required by a user or users, and/or Securix's Customers, including but not limited to any and all hardware, any and all software, any and all communications, cyber activities, electronic devices, recordings, administrative procedures, billing, coding, encryptions, security protection, filing, storage and purging thereof.

- c). Securix warrants and represents that its products and services are free from any unlawful infringements and comply with all State and Federal Laws, Copyright Laws, Local Ordinances, Privacy Acts, Codes, Permits, Securities, Regulations and any other governing or authoritative rules now and, will continue to do so to the best of its ability in future.

3. TC's Responsibilities Include:

- a). Provide intermediary support for Securix and Securix's Customers with utmost respect and integrity for Securix's Executive Staff, products and services.
- b). TC shall assist Securix in obtaining the award of and/or securing of contracts with Customers.
- c). As a part of the services rendered, TC shall also assist to maintain and enhance any contracts between Securix's Customers or self-governmental agencies of the States referenced in Exhibit A that are contracted with Securix. For Purposes of this Agreement, "any self-governmental agencies of the State" means any and all governmental entities within the State, and certainly, all Law Enforcement agencies, but shall also include without limitation any other State agency and/or subdivision thereof, any local jurisdiction and/or subdivision thereof, and any township, home-rule city or county and/or subdivision or legal representative thereof all the aforementioned.

4). TC's post-Contract award responsibilities include:

- a). Continued positive liaison with governmental agencies.
- b). Support of public relations initiatives.
- c). General monitoring and reporting of public perception.
- d). General monitoring and reporting of potential legislative or other initiatives which might impact performance and/or earnings.

5). Compensation. Compensation due under this Agreement shall be paid by Securix to TC as follows:

- A. Payment of compensation to TC is entirely the obligation of Securix on behalf of itself any subsidiary involved. Securix is responsible for payment to any other Securix Subsidiaries or Associates.
- B. TC shall receive compensation for any working relationships, contracts, or agreements obtained and contracted via TC's direct introduction of prospective Customers to Securix. Said compensation shall be paid for each and every paid citation from all proceeds received by Securix from any governmental entity where business for Securix is secured through introduction by TC to parties which contract with Securix. It is mutually agreed upon that during the term of the contract, TC will have distribution and related payment rights of and regarding Securix products in the assigned and agreed target governments, regardless of how an entity learned of or developed interest in Securix.
- C. Parties agree to begin such payments after thirty days of operations, (first Notice of Liability or Citation), that is four percent, (4%) of the company's gross revenues and that such payments will continue to be paid for as long as the government remains a client of Securix. All such payments will be made even if the company is sold, merged, or releases an IPO.
- D. In all cases, contributions made by Securix and costs, including taxes incurred by Securix shall not impact payments made by Securix to TC.

- E. Securix hereby agrees to provide a portal system allowing TC historical and real time review of any and all banking, transactional, or escrow accounts pertaining to all sourced Clients of Securix.
- F. Securix and TC acknowledge to further protect the interest of both parties as detailed in Exhibit B, "Mutual Non-Compete and Non-Disclosure Agreement" attached.
- G. Securix will provide sales support and technical training to TC as deemed reasonably appropriate by Securix.
- H. TC agrees to support Securix's policies regarding document development and control and will send, at least seven days in advance of any scheduled meeting, the names, contact details and presentation requirements anticipated in obtaining the award of and/or securing agreements with the Customer(s) as set forth in an Addendum to this Agreement (Exhibit A.)

6). Indemnification and Hold Harmless. TC shall indemnify Securix against all claims, liability, and expenses (including legal fees) arising from any third-party claim or proceeding brought against Securix that alleges any grossly negligent act or omission or willful conduct of TC. Securix shall indemnify TC against all claims, liability, and expenses (including legal fees) arising from any third-party claim or proceeding brought against TC that alleges any grossly negligent act or omission or willful conduct of Securix.

7). Additionally Insured. Securix acknowledges that all contracts used with government clients sourced by TC shall contain indemnity clauses to name it and TC personally as also insured under Securix's policies.

8). Termination. The Parties agree that time is of the essence and pledge to work harmoniously and professionally together to ensure rapid success. It is agreed that those elements representing protections for each Party regarding intellectual property and non-compete issues will survive. Otherwise, if either party commits any material breach or material default in the performance of any obligation under this agreement, the non-breaching party shall give written notice, as set forth in this agreement, of the breach or default to the breaching party detailing the breach or default and the corrective conduct to cure the breach or default. If the breaching party fails to cure or substantially institute the corrective conduct to cure the breach or default within 30 business days, the non-breaching party can terminate this agreement by written notice to the breaching party. Notice provided for in this Section shall be transmitted via email to all listed contacts herein. Either Party has the right to terminate this agreement without cause but must provide sixty days advance notice in writing and such termination will not impact any funds, services or other obligations that are detailed herein as surviving this agreement.

9). Documentation Request. TC retains at all times the right to request and obtain documentation including any Contracts or listing of activities that generates revenues resulting from TC's introduction of Customers to Securix and the disposition of revenues, the collecting or disbursement thereof, to verify such activities, contracts, and the value associated therewith. TC shall submit such request in writing to Securix. Upon receipt of such request, Securix shall, within fifteen (15) days, provide such requested information and documentation.

10). Independent Contractor. TC is and shall remain an Independent Contractor. This Agreement shall not and is not intended to give rise to an employer/employee relationship between and among the Parties. Therefore, any efforts and actions performed by TC are not considered work for hire. Each Party shall remain responsible for their own documentary filing and obligations regarding taxation and other government requirements.

11). Governing Agreement. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the state of Delaware. If any action is taken or required to enforce the terms and conditions of this Agreement any such action shall be paid for by the non-compliant party including but not limited to reasonable attorneys' fees and all costs related thereto.

12). General Provisions. Severability. In the event that any provision of this Agreement is determined to be illegal, invalid, or unenforceable in any respect under any applicable law as determined by a court of competent jurisdiction, such provision shall be construed so as to give it the maximum effect permitted under applicable law, and the validity, legality and enforceability of the remaining provisions contained in the Agreement, and the application of such provision to any person or circumstance, other than those as to which it has been held invalid, illegal or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

In the case of any such provision being declared invalid, illegal or unenforceable, the Parties shall negotiate in good faith, in an effort to agree upon a suitable and equitable substitute provision to affect the original provision's intent of the Parties.

13). Binding Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including any provision being declared invalid, illegal or unenforceable, shall require that the Parties first negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to affect the original provision's intent of the Parties or if any other section of this Agreement be challenged, and if agreement not then be reached, parties agree to binding arbitration using an arbitrator certified by the American Arbitration Association and chosen by one each of such arbitrators selected by each party then selecting a common arbitrator with those credentials in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in Delaware Chancery Court which has jurisdiction thereof. The prevailing party's costs shall be borne by the non-compliant party to include both arbitration charges and reasonable attorney's fees.

14). Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior contemporaneous warranties, negotiations, discussions, understandings, arrangements, representations, agreements, and understandings, whether written or oral, expressed or implied.

15). Successor and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties and, any past, present, or future spouse, heirs, executors, administrators, representatives, successors, and permitted assigns as applicable. No Party shall have the right to assign or delegate this Agreement or any of its or his obligations or rights hereunder without the prior written consent of the other Party hereto, but such consent shall not be unreasonably withheld. No changes in control of Securix resulting from an investment, merger, consolidation, stock transfer, or asset sale shall impact the terms of this contract.

16). Pronouns. The number and gender of each pronoun used in this Agreement and the term "person" or "persons" or the like thereof shall be construed to mean the number, gender and type as the context, circumstances or its antecedent may require. As used herein, the term "person" means and includes any individual, corporation, partnership, limited liability company, joint venture, trust, association, organization, administrative, regulatory, government or quasi-governmental body or authority, or any other business, entity, or enterprise.

17). Waiver. The obligations of any Party hereunder may be waived only by written consent of the Party or Parties entitled to the benefits of the obligations so involved. Any waiver of a breach or violation of or default under any provision of this Agreement shall not be construed or operate as or constitute a waiver of any other provision of this Agreement. The failure of any Party to insist upon strict compliance with any provision of this Agreement on any one or more occasions shall not be construed or operate as, or constitute, a continuing waiver of, or an estoppel of that Party's right to insist or enforce upon the strict compliance with, that provision or any other provision of this Agreement.

18). Headings. The headings used in this Agreement are solely for the convenience of reference and shall be given no effect in the construction in or the interpretation of this Agreement.

19). Notices. Any and all notices, demand, requests, elections, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given to a Party (i) when delivered to such Party in person, (ii) one business day after deposit during normal business hours with a nationally recognized overnight courier service, specifying next day delivery, with written verification of receipt, or (iii) five business days after being sent by first class certified mail, return receipt requested, in such case to the following addresses:

Tammra Cascio of Cascio Consulting LLC, 685 Hazelton Dr., Madison, MS 39110

Securix, Inc., Mike McGrey, Director and Secretary, Securix, LLC, 3379 Peachtree Road, NE, Suite 555, Atlanta, GA 30326

Either Party may change its designated address by giving written notice thereof to all other Parties hereto in the manner provided in this Section.

20). Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument.

21). Confidentiality. The Parties agree and heretofore pledge that unless required under operation of law or court order, no provisions of this contract shall be made public without the documented assent of the other parties. No elements can be disseminated to any other party for any reason or at any time and this condition is to remain into perpetuity.

22). Authority. The Parties have reviewed this Agreement, and those executing such Agreement certify, represent and warrant they have power and authority of their respective companies to enter into such Agreement for the benefit of such companies and entities as they represent and wherefore are thus also bound.

23). Sole Agreement. This is the sole agreement amongst the Parties, at this time. Any written, oral or other expressed or implied agreement of any and all forms are hereby void.

Exhibit A. TC's Assignments

The cities of Gluckstadt, Natchez and Pascagoula, Mississippi.

Exhibit B: Mutual Non-Compete/Disclosure Agreement

This AGREEMENT, made this ^{1st day of March, 2022} ~~10th day of August, 2021~~, or failing that, the date of last signature, is on one hand, between Securix, LLC, formed under the laws of the State of Delaware headquartered at 3379 Peachtree Road, Suite 555, Atlanta Georgia 30326, hereinafter referenced as "Securix" and on the other hand, and Tammra Cascio of Cascio Consulting LLC, 685 Hazelton Dr., Madison, MS 39110, hereinafter "TC."

In CONSIDERATION of the access to be given by the various parties to one another in respect of CONFIDENTIAL INFORMATION, it is hereby agreed:

By this AGREEMENT, CONFIDENTIAL INFORMATION has been received and it is anticipated will continue to be received, for evaluation only and is defined as meaning information identified as or relating to TC. In regards to Securix: 1. the supply of government data relevant only to the U.S. and Canada via channel access to NLETS and CPIC, and web-enabled queries and an automated electronic query system and related communication and reporting software for supplying vehicle insurance and registration status verification information and compliance services and in connection with the various reporting software and related systems, especially national law enforcement interface software systems/services, including business and technical specifications relating to the

electrical, mechanical and functional capabilities of such interface software, compliance systems, and advanced 4G/LTE and 5G/LTE communications, transportation support systems, Homeland Security support systems, warrants, stolen vehicles and other HOT LIST systems, lien holder reporting systems and healthcare insurer and facilities reporting systems, (all hereinafter referred to regarding all related companies as "PRODUCT"), and 2. The related technical details, marketing plans and strategies of Securix as referenced herein which are disclosed in oral, written, graphic, machine recognizable, sample form and/or any other tangible form, by this party to the other party, and which is clearly designated, labeled or marked as confidential or its equivalent at the time of disclosure. 3. The supply by Securix of any information, technical data or know-how, including but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes and designs. 4. The supply by Securix of any information, technical data or know-how, including but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing, financing mechanisms or finances, disclosed orally or in written or electronic form. 5. The related technical details, marketing plans and strategies of this party which are disclosed in oral, written, graphic, machine recognizable, sample form and/or any other tangible form, by this party to this or any other party, and which is clearly designated, labeled or marked as confidential or its equivalent at the time of disclosure.

The parties to this AGREEMENT hereby agree that for a period of **three (3) YEARS** (the CONFIDENTIAL PERIOD) following the date of providing an item of CONFIDENTIAL INFORMATION, each shall: (1) restrict dissemination of each item of CONFIDENTIAL INFORMATION of the other party(ies) to only those employees and/or any additional associates of the receiving party to this AGREEMENT, where necessary, and any employee(s) or associate(s) of the party(ies), who must be directly involved in evaluation of THE PRODUCT(s) of either; and (2) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of the item of CONFIDENTIAL INFORMATION of the other party.

The parties further agree to keep confidential the existence of this AGREEMENT, and also that they are communicating with the other party and receiving such CONFIDENTIAL INFORMATION from the other party. The party receiving the CONFIDENTIAL INFORMATION from the disclosing party agrees that this CONFIDENTIAL INFORMATION is and shall at all times remain the property of the disclosing party. No grant under any of the disclosing party's intellectual property rights is hereby given or intended, including any license, implied or otherwise. During the term of this AGREEMENT and notwithstanding the other provisions of this AGREEMENT, nothing received by either party shall be construed as CONFIDENTIAL INFORMATION which is now available or becomes available to the public without breach of this AGREEMENT, is released publicly in writing by the disclosing party, is lawfully obtained from a third party not obligated under this AGREEMENT and without confidential limitation, is known to and can be demonstrated by the receiving party prior to such disclosure from the disclosing party.

Any property including but not limited to software, documentation, equipment, components and product samples, furnished by one party to this AGREEMENT to the other party to this AGREEMENT, and others of said organization(s) and/or associates under the control and/or direction of such party(ies) shall be returned to the providing party upon its request within five business days.

In the course of its relationship with the other party to this AGREEMENT, each party may provide access to electronic media or computer systems to retrieve for use by a specific party in providing information or services to said party. Each party to this AGREEMENT agrees that such DATA shall be deemed to be CONFIDENTIAL INFORMATION subject to the terms and conditions of this AGREEMENT, and therefore agrees to maintain the confidentiality of such DATA and not disclose the same to any third party, except as first authorized and fully documented by any/all other party(ies) to this AGREEMENT supplying such data. Each party to this AGREEMENT, upon notification in writing to do so shall upon notification by registered mail to their principal business address above, agrees to immediately destroy all such DATA and copies thereof upon the request of the requesting party(ies) to this AGREEMENT.

It is the acknowledged plan for the Parties to consider how they might best work together on the basis that Securix assists TC in protecting TC's contacts while getting the planned product to market successfully. In doing so, it is acknowledged by Parties that Securix might use some of its over 200 domains to create net site(s), use social media and develop marketing and support literature to assist with sales and marketing but, further details are to be considered and agreed then documented contractually among the Parties in this regard.

This AGREEMENT shall expire five (5) years from the date of final signature below, unless terminated in writing by either party. However, all monies owed to TC based upon existing and continuing contracts/agreements with government entities in the Assigned States for as long as such contracts exist, to include original or additional, successor or extension contracts/agreements, between the government client and Securix and/or any heirs and assigns of Securix shall continue to be paid in perpetuity for the life of said contracts/agreements, regardless of the expiration of this contract. Notwithstanding the foregoing, the duty of confidentiality for CONFIDENTIAL INFORMATION disclosed before the expiry of this AGREEMENT shall be, in all cases, for the CONFIDENTIAL PERIOD.

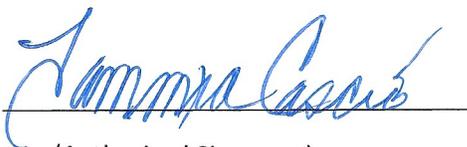
No party to this AGREEMENT shall knowingly export, directly or indirectly, any technical data acquired from any other party to this AGREEMENT or developed as a result of this AGREEMENT, or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other Government approval without first obtaining such license or approval.

This AGREEMENT shall be governed by and construed in accordance with the Laws of the State of Delaware and the Jurisdiction of the Chancery Court of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives and to become effective from the date of final signature below.

AGREED: CASCIO CONSULTING, LLC

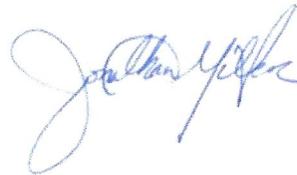
AGREED: SECURIX, LLC



(Authorized Signature)

BY: Tammra Cascio

DATE: March 1, 2022



(Authorized Signature)

BY: Jonathan Miller, Chair

DATE: March 1, 2022