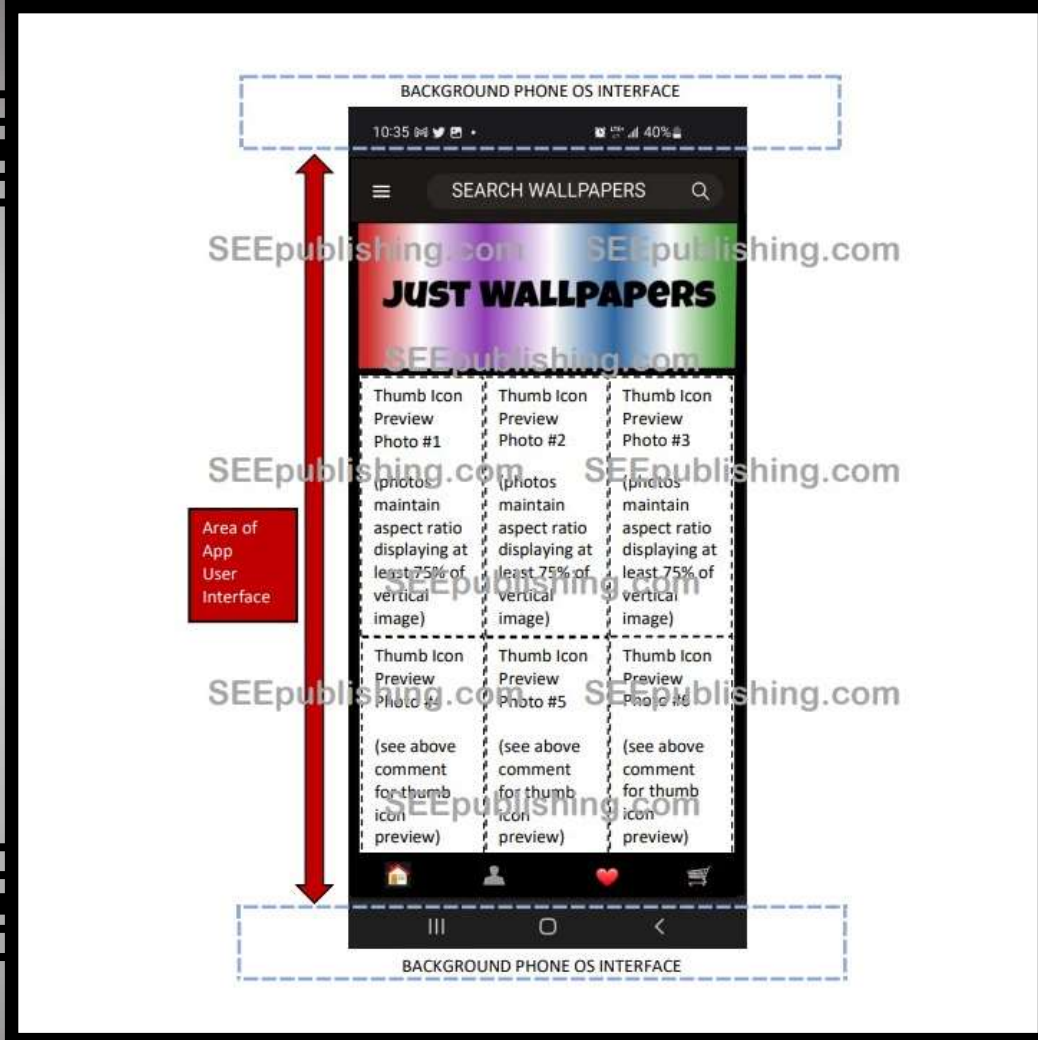


BUSINESS DEVELOPMENT PROPOSAL



Title: A Proprietary Mobile Application Development Plan
Company: SEE Consulting (<https://www.SEEpublishing.com>)
Author: Cameron Mostaghim
Date: December 15, 2022



SEE Consulting

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Photo Credits	
User Interface Illustration (cover)	Cameron Mostaghim
Cell phone	Jeshoots on www.pixabay.com
Radiating lines	Christopher Burns on www.unsplash.com
Cell tower	OpenClipArt on www.pixabay.com
Cell phone and currency	Alexander Grey on www.unsplash.com (currency) OpenClipArt on www.pixabay.com (cell phone) Cameron Mostaghim (app store)
Cubes	Rohit Choudhari on www.unsplash.com
Globe (modified)	Geralt on www.pixabay.com

I. OBJECTIVE

A Business Development Proposal for a plan to develop a proprietary cell phone wallpaper application (the “Just Wallpapers” mobile app) employing anti-piracy intellectual property preservation features.

II. PURPOSES

- 1) Develop a new mobile phone wallpaper application with a primary focus on features implementing intellectual property preservation measures,
- 2) Create a mobile application with preeminent features, in light current existing technological capabilities, as the standard for the delivery of certain artistic photographic works delivered in digital mediums,
- 3) Potentially create intellectual property preservation features within the designed software that is transferable by way of application to other digital non-photographic artistic works delivered through mobile application-based means,



- 4) Potentially utilize the created end resulting would-be application for potential use as a customizable “software package” via direct sales or licensing within a business-to-business sales/licensing model,
- 5) Utilize an already existing and designed application interface for the creation of the would-be mobile application (See **Attachment A** for the designed application user interface),
- 6) Utilize already existing and designed “Just Wallpapers” branded materials for the creation of the would-be mobile application (See **Attachment A**),
- 7) Utilize already contemplated and formulated intellectual property preservation security features for the would-be mobile application,
- 8) Provide a means of marketing and monetizing an already existing library of digitally created graphics (See **Attachment B** for an example of a portion of the graphics library),
- 9) Leverage the intellectual property preservation features of the would-be mobile application, with a profit-sharing model, to attract “digital content” contributors,
- 10) Leverage the contributions of the “digital content” creators to increase in-application purchase revenues, and

- 11) Leverage the contributions of the “digital content” creators to implement a fulfillment methodology that maintains the would-be mobile application’s ongoing relevance within the marketplace of digitally created content deliverables.

III. DEVELOPMENT PROPOSAL

Technological advances in cellular telephones have resulted in greater reliance by the public upon cellular devices with a corresponding decrease in land-line communications. With the prevalence of use and reliance upon cellular telephones, there has been a corresponding increase in the number of mobile phone applications as demands for convenience and portability persist.

It is difficult to locate verifiable statistics on mobile application revenues as those figures do not appear to be discretely reported within the investment reports of the most popular companies with app stores; namely Apple and Alphabet (Google). Nonetheless, mobile applications afford substantial revenue opportunities through in-app purchases, access subscriptions, and advertising revenues. While most mobile applications typically rely upon one of these monetization models rather than all three, the anticipated continued reliance on cellular mobile devices, and the convenience they offer, represents an ongoing business opportunity.

This Business Development Concept (“BDC”) (see BDC description on our “Services” webpage), and related Proposal, is for the further development an anti-piracy intellectual property preservation mobile phone wallpaper app. While the intellectual property preserving security features have already been contemplated and formulated with initial software development feedback being that such features are capable of being implemented, the specifics of those features are not included here. However, those features, if successfully implemented, would prevent the unauthorized copy and transfer of assets made available through the application. Typically, the price point of purchases from applications belonging to the “personalization” category is nominal and revenues are acquired over time through cumulative sales. While a wallpaper application may not seem to be the best option for generating revenues as compared to certain other methods, if this mobile application were successfully developed, it could have use applications to other types of digital media delivered through mobile applications. Thus, the monetization opportunities for this software development project may exist beyond the specifics of the would-be mobile phone application to be developed.



IV. POTENTIAL FUNDING OPTIONS FOR DEVELOPMENT

This Business Development Proposal is primarily concerned with funding partnership opportunities and business arrangements in furtherance of developing this concept and the would-be mobile phone application. Funding for the further development of the Just Wallpapers BDC is not anticipated to exceed \$250,000, but such may be subject to revision.¹ This rough estimation of costs accounts for estimated development costs at the higher end of the cost spectrum, allows for development cost variances, contemplates initial web hosting service fees, and other preliminary business-related expenses. Those other preliminary business-related expenses include potential separate business entity formation to handle all further business and mobile application development related matters should the funding goals for this BDC be realized.

Section IV of this Business Development Proposal has two main purposes. It includes overview information for the anticipated crowdfunding campaign while serving the secondary purpose of providing an overview concerning potential direct private “capital funding,” if such be required. There are essentially two possible revenue and monetization opportunities available in conjunction with this business partnership funding opportunity along with a third, and separate, possible purchasing option. The **first** is the potential revenue streams from the business-to-consumer products and services (*i.e.*, the

¹ While the author of this Proposal possesses a formal legal education affording the possibility that certain required tasks and functions referenced within the Just Wallpapers BDC might be personally performed with a realized expense savings, certain advanced legal affairs or those requiring uniquely specialized knowledge may nonetheless be best or more efficiently performed with the assistance of engaged professional services.

direct or “*First Line Revenues*”) and the **second** is the potential revenue streams from the business-to-business products and services (*i.e.*, the dependent or “*Second Line Revenues*”).² Section IV thus addresses SEE Consulting’s capital contribution to the business if funding should be successful, discusses the potential methods of funding this Proposal, and then discusses the revenue sharing opportunities available through funding partnerships.

1) **SEE Consulting’s Capital Contribution**

Should the funding goals be achieved, and should incorporation occur to handle the Just Wallpapers business matters, SEE Consulting’s capital contribution is expected to consist of, at a minimum, *SEE Consulting’s proprietary interests in the Just Wallpapers Business Development Concept* that includes:

- Time expended and services performed towards the development of the concept to date at less than premium market rates,
- The Just Wallpapers concept itself,
- Any intellectual property rights attending the security features of the would-be application (not disclosed within this Business Development Proposal),
- The branding of the Just Wallpapers application,

² The *Second Line Revenues* are secondary and dependent because, in addition to other factors, it first requires the successful development of the mobile application with the *second line revenues* additionally being dependent upon business-to-business resale or licensing of the mobile application or, alternatively, a buyout of the “delivery” design.

- The branding materials associated with the Just Wallpapers application, such as the mobile application’s graphics, icons, and other branding materials (See **Attachment A**),
- The pre-development technical illustrations for the would-be mobile application’s user interface (See **Attachment A**),
- The already created library of graphics to be committed to licensed end use in the business endeavors of the would-be developed mobile application (See **Attachment B** for an incomplete library sampling),
- The “Just Wallpapers Funding Contract” (See **Attachment C**),
- Additional expenditures of time and/or services performed at less than premium market rates up through the time of incorporation of an entity formation of the Just Wallpapers business matters (if such should occur), and
- Such other additional assets or resources as are to yet be determined or agreed and that may be contributed as part of any negotiations attending Phase Four of the development plan (if such should occur).

2) Crowdfunding Campaigns

A crowdfunding campaign is anticipated. To further highlight the intellectual property preservation security features, and the potential use transferability of those features to be potentially applied to the sale of other digital assets delivered through mobile applications, a potential profit-sharing opportunity is being extended to *Crowdfunding Contributors* making *Qualifying Financial Contributions* (“QFC”) during the crowdfunding campaign (Phase One) of the overall development plan, which is further

discussed below. For sake of expediency, efficiency, and exposure, crowdfunding may be conducted in multiple phases as separate campaigns using more than one crowdfunding platform rather than attempting full funding in conjunction with one isolated campaign.

3) Direct Private Capital Funding

Additional direct private capital funding may be needed and will occur only if the anticipated crowdfunding campaign efforts do not yield their desired results, as determined in our sole discretion. To the extent that private capital funding might be sought and received, preference will be given to potential business partners capable of covering the entire remaining funding goal (after crowdfunding) as such will minimize post-development administrative burdens and business expenses.

Currently, allocations of potential equity stakes have not been thoroughly contemplated for any private capital funding contributions that might be received due to the variables in events that have yet to occur, and possibilities concerning whether any contribution may include matters beyond that of pure capital funding (*i.e.*, a business arrangement involving shared operations responsibilities), and other considerations.

4) Revenue Sharing Interests

Many of the other Business Development Proposals on our website are focused on the proprietary aspects of the “value added” BDC characteristics (see our website for BDC and “value added” descriptions). This BDC and Proposal, however, have a “capital

funding” focus rather than a “fee request” for the development of a product or service line that accompanies many of those other proposals. This is because the “value added” proprietary aspects of the intellectual property preserving security features of this would-be mobile application do not share the potentially limitless, immediate, and high impact revenue generating / expense saving characteristics that accompany some of the other highly commercial proposals that we may have prepared. As mentioned, *First Line Revenues* and *Second Line Revenues* are the two revenue and monetization opportunities available with this business partnership funding opportunity.

A) “*First Line Revenue*” Opportunities

“*First Line Revenues*” are anticipated to derive from the business-to-consumer revenues. Those revenues are anticipated from in-app purchases made by end users of the mobile application. Currently, an extensive library of photographs has been created and are believed to possess sufficiently visually unique characteristics to make *First Line Revenues* not only viable, but hopefully substantial. A sampling of the available graphics library collection may be reviewed in **Attachment B**. As mentioned, it is intended that the graphics library will be made available as a revenue generating resource for in-app purchase transactions upon successful funding. In addition, a graphics collection replenishment method has also been contemplated. (See Items 9-11 of Purposes in Section II).

Opportunities to share in potential *First Line Revenues* are limited to *Direct Private Financial Contributors* if such funding becomes necessary and is successful after the

crowdfunding campaign efforts have been exhausted. While net profit-sharing opportunities (*Revenue Sharing Interests*) are anticipated to be offered to the *Direct Private Financial Contributors* from *First Line Revenues*, the specific terms of any profit-sharing arrangement have yet to be determined as such may be unnecessary if crowdfunding campaign efforts are successful. The specific terms of any net profit-sharing arrangement on *First Line Revenues* may include limitations on repayment amounts or time duration limitations. The specific terms of any net profit-sharing arrangement on *First Line Revenues* with *Direct Private Financial Contributors* will be made available prior to Phase Three of the development plan and only if Phase Three is necessary. An overview of the development plan is referenced below in Section V.

Please see the Just Wallpapers Funding Contract, found as Attachment C, for important terms, conditions, definitions, explanations, and complete disclosures concerning potential *Revenue Sharing Interests* in *First Line Revenues*. That contract governs the rights, obligations, and limitations upon *Direct Private Financial Contributors* in any acquired *Revenue Sharing Interests*.

B) “*Second Line Revenue*” Opportunities

“*Second Line Revenues*” are anticipated to derive from the business-to-business revenues. If the development project is successfully completed, those business-to-business *Second Line Revenues*, if any, would derive from a prepackaged customizable version of the developed application that might be resold or licensed to other businesses. Alternatively, the intellectual property preserving features of the would-be mobile

application (the “delivery” methodology) may be transferable to other development projects and any revenues from transferable uses would also be part of the *Second Line Revenues*. (See Items 3-4 of Purposes in Section II). Market demand, known marketing exposure within peer businesses, and advertising are all current unknown variables affecting potential business-to-business *Second Line Revenues*.

Opportunities to share in potential *Second Line Revenues* are limited to *Crowdfunding Financial Contributors*. The profit-sharing opportunities (*Revenue Sharing Interests*) that is anticipated to be offered to the *Crowdfunding Financial Contributors* is that of 50% of the net profits from *Second Line Revenues*. This net profit-sharing opportunity is accompanied by time limitations and total repayment limitations. Thus, any repayment to *Crowdfunding Financial Contributors* is anticipated to be limited to 120% of their *Qualifying Financial Contributions* and limited to a two-year maximum duration for repayment. Despite this, because the *Second Line Revenues* derive from the business-to-business commercial sales component of this BDC, those revenues might far exceed those from the potential *First Line Revenues*.

NOTE: *Crowdfunding Financial Contributors* desiring to obtain the greatest benefit from any *Financial Contributions* that are made for the purpose of acquiring a net profit-sharing interest should make their contributions in an amount that is a multiple of any referenced and established *Funding Unit* price.

Please see the Just Wallpapers Funding Contract, found as Attachment C, for important terms, conditions, definitions, explanations, and complete disclosures concerning potential *Revenue Sharing Interests* in *Second Line Revenues*. That contract governs the rights, obligations, and limitations upon *Crowdfunding Financial Contributors* in any acquired *Revenue Sharing Interests*.

5) Direct Purchase of Concept and Proprietary Materials

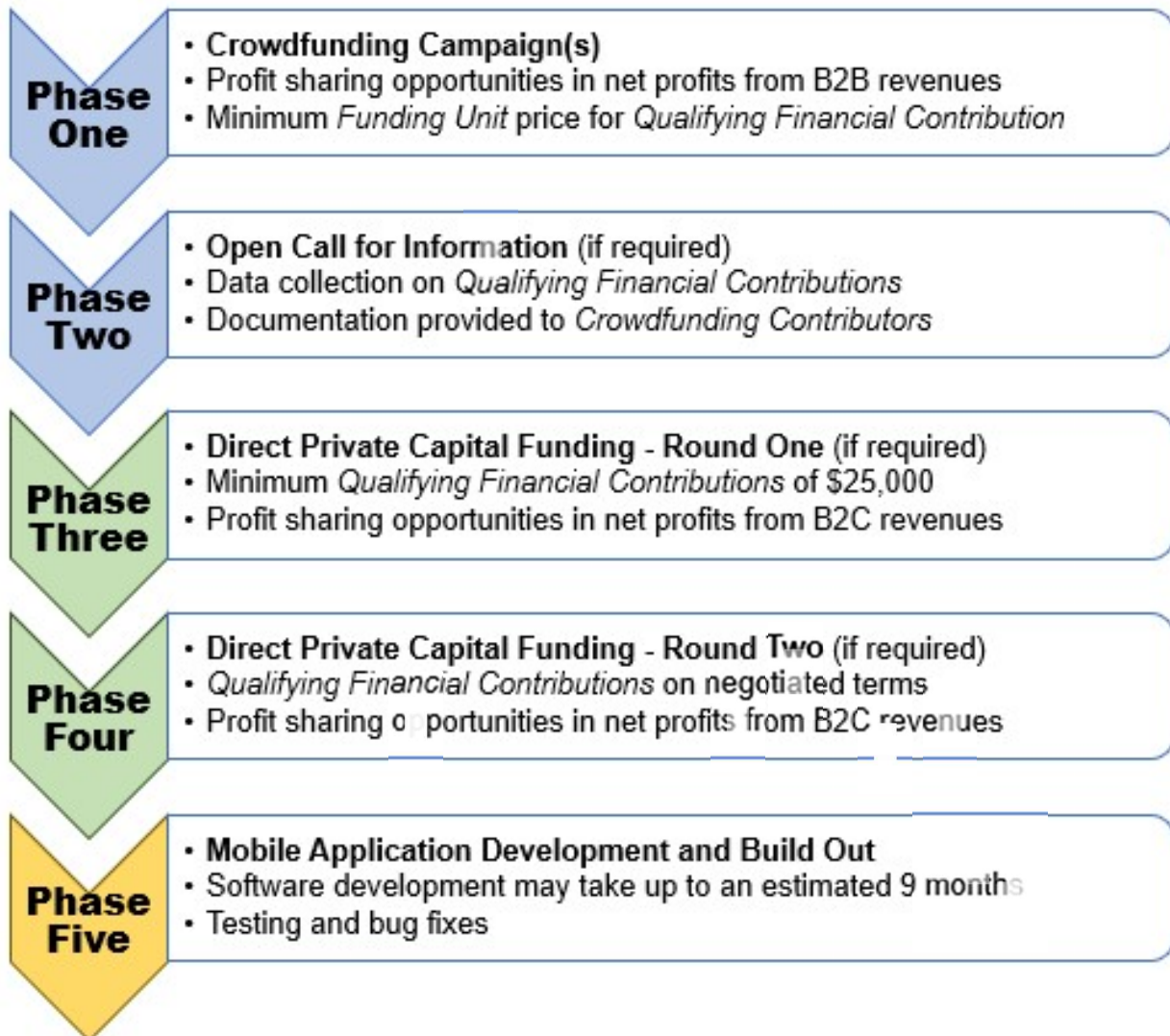
A third business option may be considered. Should a person or business entity desire to make a direct purchase of one or more parts of *SEE Consulting's proprietary interests in the Just Wallpapers Business Development Concept*, as described above, reasonable offers may be entertained. The reasonableness of any offer shall be determined, in part, on whether a profit-sharing opportunity is presented as part of the offer and the proposed terms concerning the use of the graphics library.

V. THE DEVELOPMENT PLAN

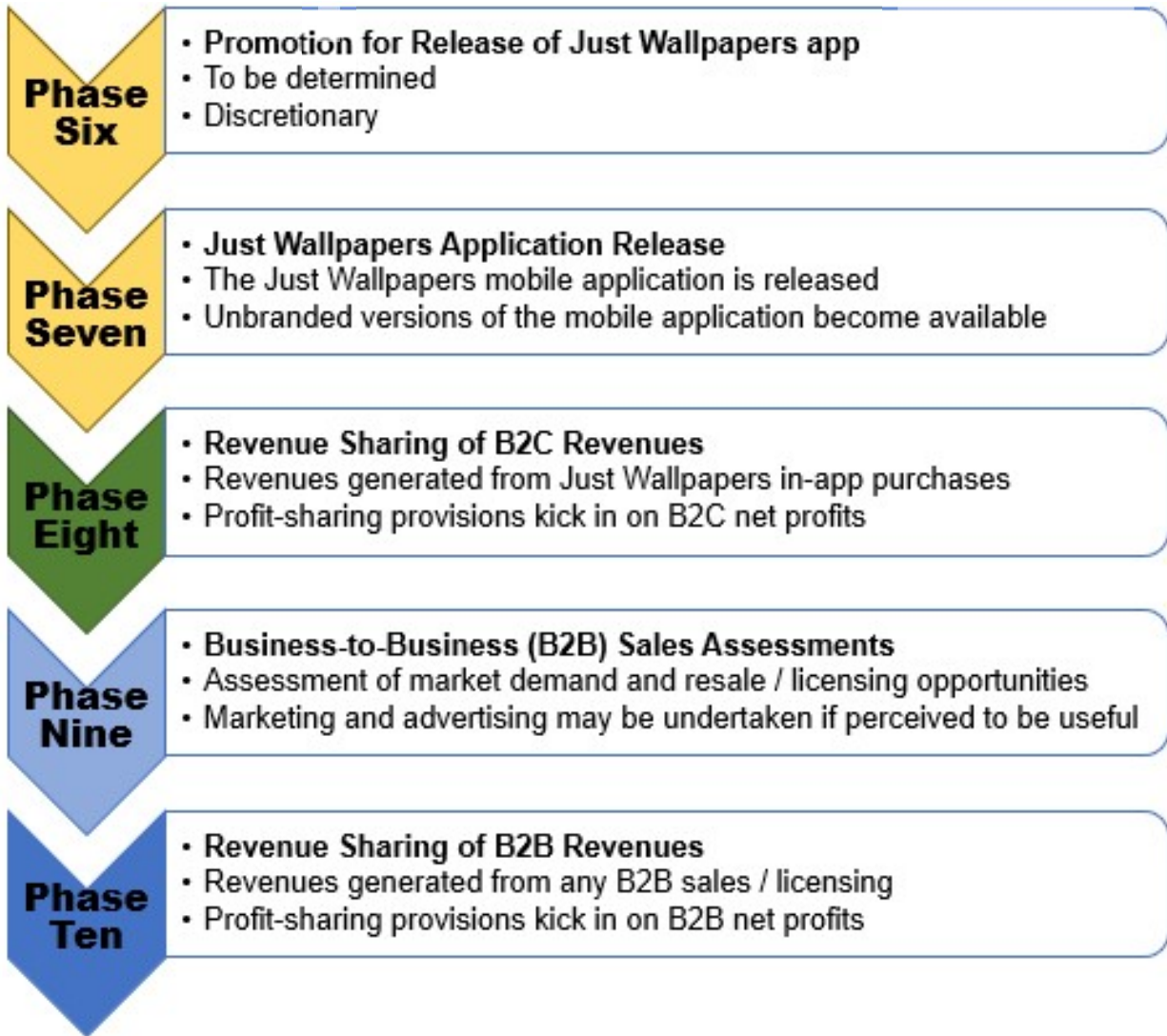
While all possible business arrangements may be entertained, there are two primary business opportunities outlined within this proposal: While this BDC has already progressed well beyond a mere concept phase, the specifics of how this Business Development Proposal might further progress is largely dependent upon whether the funding objectives are met and the phase of the development plan during which that might occur.

An overview of the development plan, with color-coded funding options is presented below. Blue tabs indicate the crowdfunding funding route. Green tabs indicate the private capital funding route, if needed. The gold tabs indicate the intervening software development process.

PHASES 1 – 5



PHASES 6 – 10



The foregoing is a graphic representation overview of the development plan only and does not address all of the crowdfunding or direct private capital funding specifics that may occur. For additional information concerning the development plan, please refer to the Just Wallpapers Funding Contract (**Attachment C**).

VI. DISCLAIMERS & DISCLOSURES

1) General Disclaimer. In deciding to fund the further development of this Business Development Concept, no assurances or guarantees are provided that the proprietary aspects have not been previously conceived, contemplated, considered, or even rejected by knowledgeable specialists within the particular industry to which the Business Development Concept relates. While effort has been made to provide accurate information for evaluation, in deciding to fund this Business Development Proposal and related BDC, you understand and agree that there is the possibility, even if remote, of unforeseen or unanticipated circumstances that may render the concept and proposal incapable of being implemented or possibly useless.

2) Additional Disclaimers and Disclosures. Although the general disclaimer and disclosure has been presented above, there are several disclaimers and disclosures related to the Just Wallpapers BDC. Those additional disclaimers and disclosures should be reviewed within **Paragraph 22** of the Just Wallpapers Funding Contract. **PLEASE REVIEW THE JUST WALLPAPERS FUNDING CONTRACT AS IT WILL BE BINDING UPON ALL FINANCIAL CONTRIBUTORS CONCERNING THOSE MATTERS AND TERMS THAT ARE SPECIFIED THEREIN.**

Thank you for considering SEE Consulting as a potential business partner with respect to funding the Just Wallpapers Business Development Concept and Proposal.

Sincerely,

Mr. Cameron Mostaghim

ATTACHMENT A
JUST WALLPAPERS BDC AND
BUSINESS DEVELOPMENT PROPOSAL

Mobile Application User Interface Design and Diagrams

Diagram #1 Application's User Interface Main Display



Diagram #2 Application's User Interface Main Display



Diagram #3

Click through References for User Interface Main Display



Diagram #4
Click through Screen for Interface Main Display Item #1
(Refer to color coding in diagram #3)



Diagram #5
Click through Screen for Interface Main Display Item #2
(Refer to color coding in diagram #3)

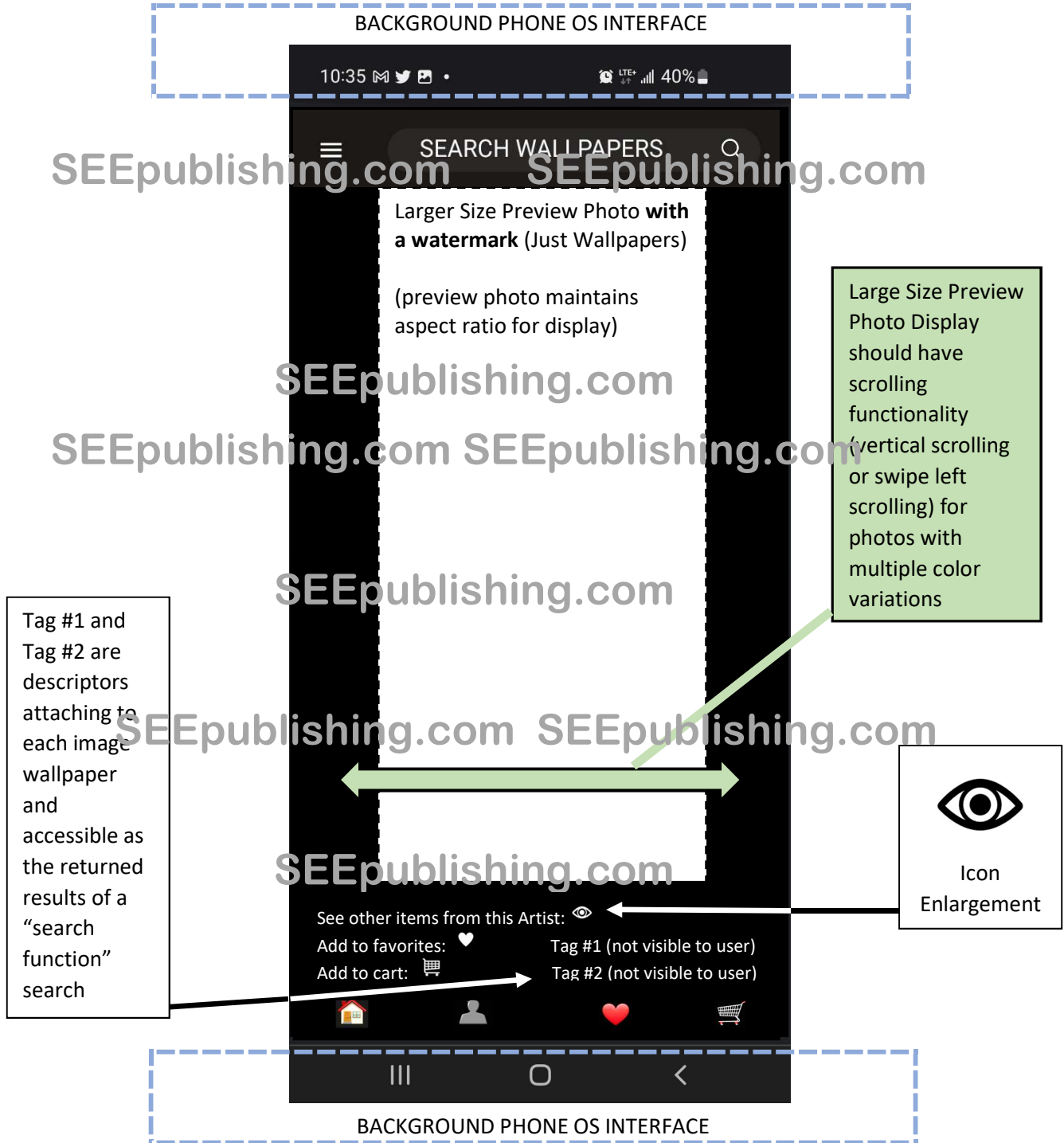


Diagram #6
Click through Screen for Interface Main Display Item #3
(Refer to color coding in diagram #3)

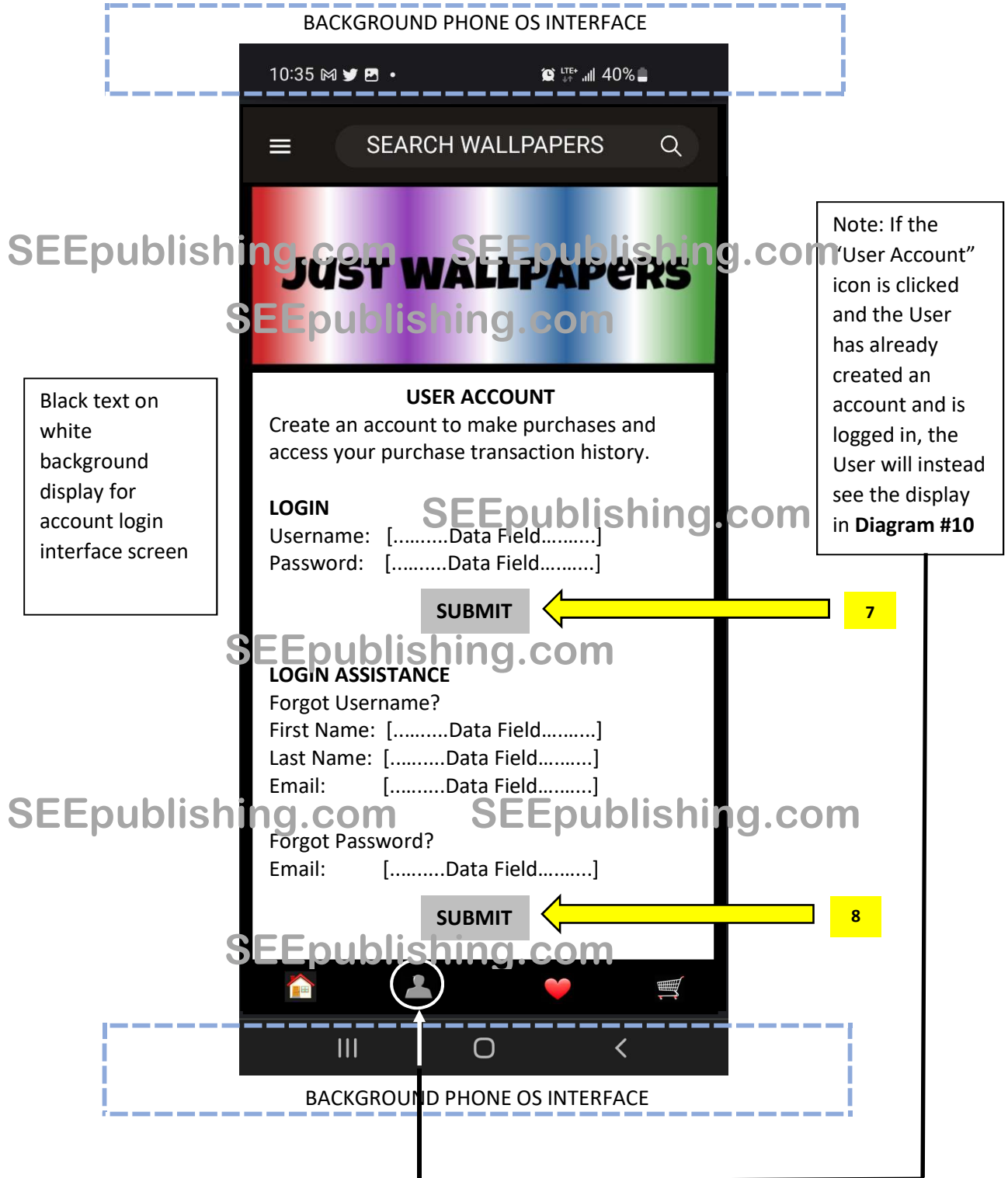


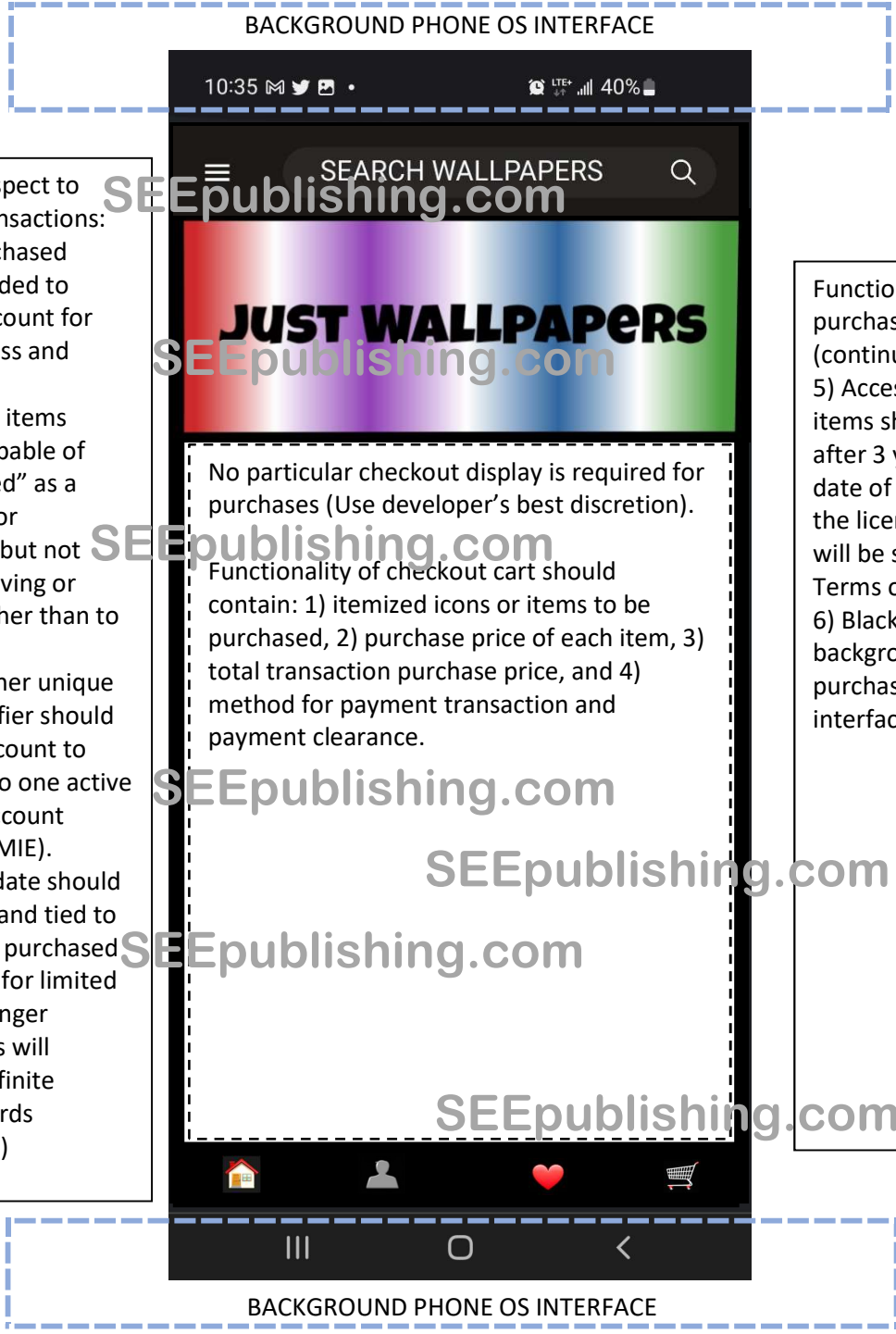
Diagram #7

Click through Screen for Interface Main Display Item #4

(Refer to color coding in diagram #3)



Diagram #8
Click through Screen for Interface Main Display Item #5
 (Refer to color coding in diagram #3)



Functional aspect to purchase transactions:

- 1) Items purchased should be added to customer account for ongoing access and application
- 2) purchased items should be capable of being "applied" as a screensaver or background, but not capable of saving or download other than to account
- 3) IMIE or other unique phone identifier should be tied to account to limit access to one active phone per account (verified by IMIE).
- 4) Purchase date should be recorded and tied to purchases as purchased items will be for limited licenses of longer duration (this will prevent indefinite account records maintenance)

No particular checkout display is required for purchases (Use developer's best discretion).
 Functionality of checkout cart should contain: 1) itemized icons or items to be purchased, 2) purchase price of each item, 3) total transaction purchase price, and 4) method for payment transaction and payment clearance.

Functional aspect to purchase transactions (continued):

- 5) Access to purchased items should expire after 3 years from the date of purchase (per the licensing terms that will be specified in the Terms of Use)
- 6) Black text on white background display for purchase transaction interface screen

Diagram #9

Click through Screen for Interface Main Display Item #6

(Refer to color coding in diagram #3)

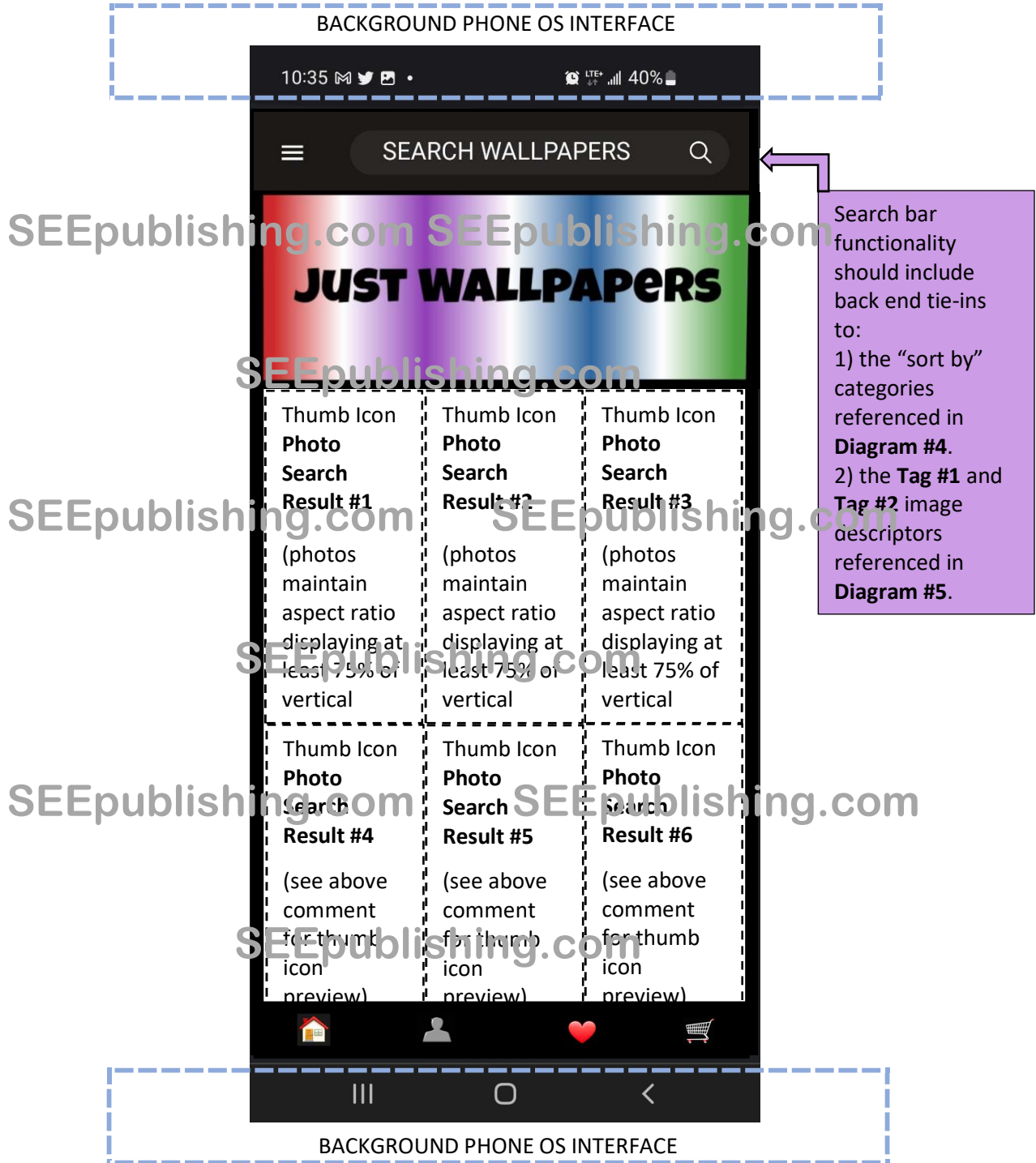


Diagram #10
Click through Screen for Interface Display Item #7
(Refer to color coding in diagram #6)

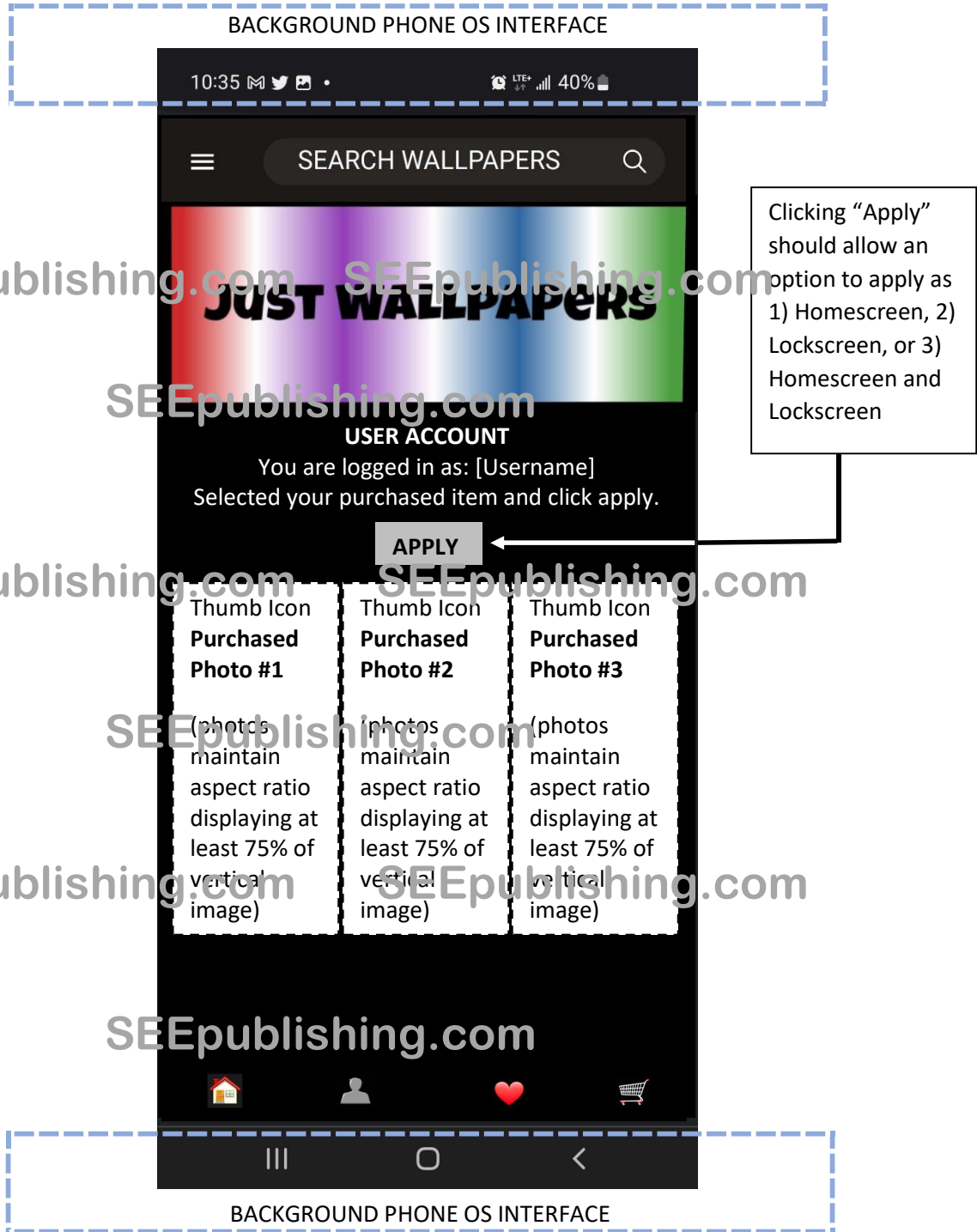


Diagram #11
Click through Screen for Interface Display Item #8
(Refer to color coding in diagram #6)



Black text on white background display for account login interface screen

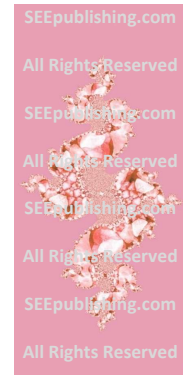
ATTACHMENT B
JUST WALLPAPERS BDC AND
BUSINESS DEVELOPMENT PROPOSAL

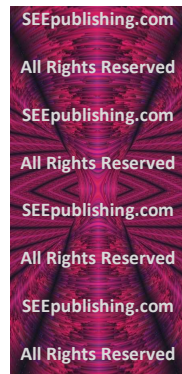
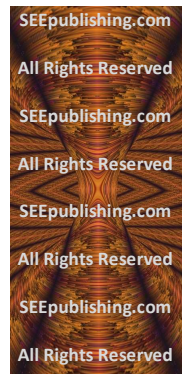
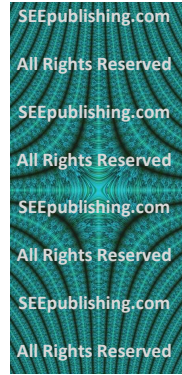
Sample Graphics Library

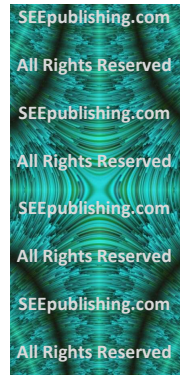
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images could not be included)**

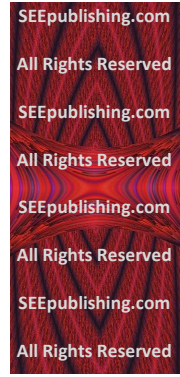


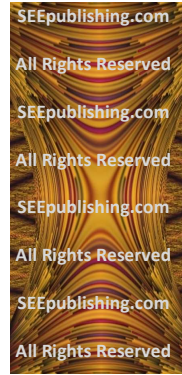
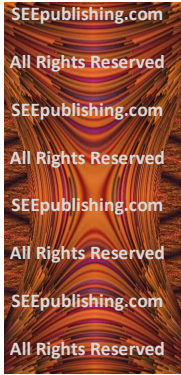


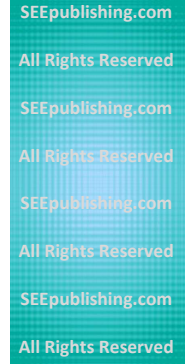
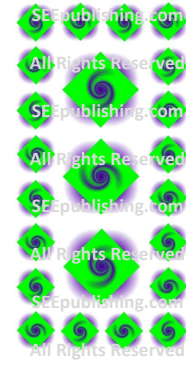
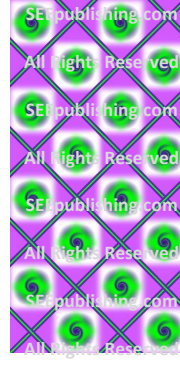


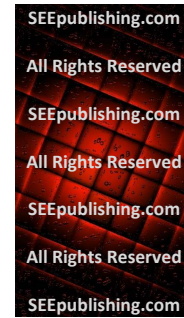


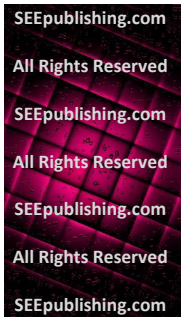












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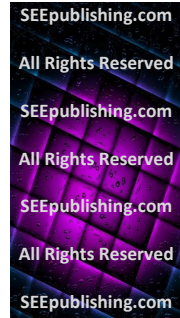
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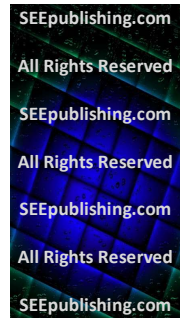
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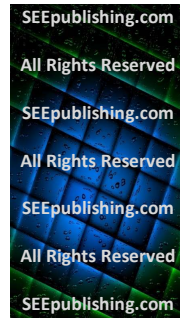
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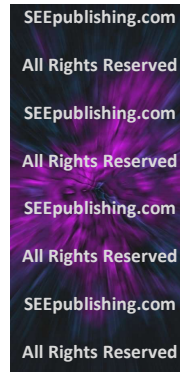
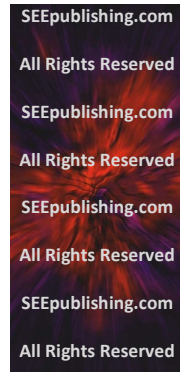
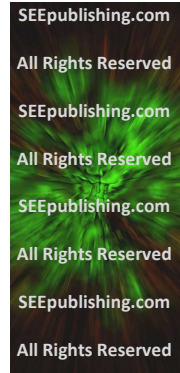
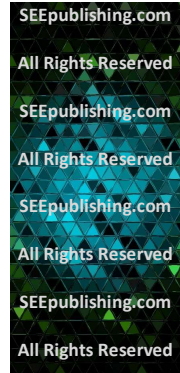
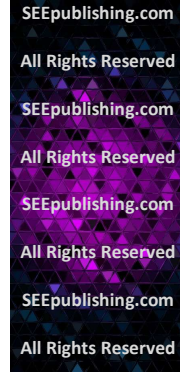
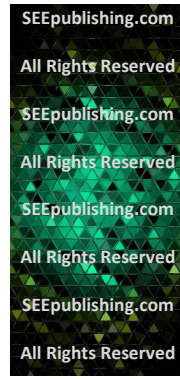
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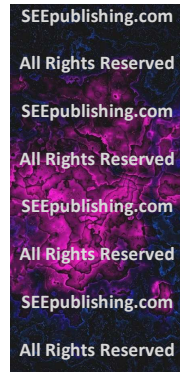
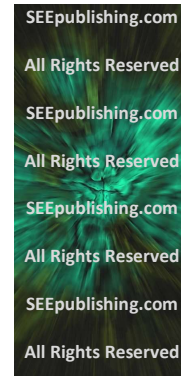
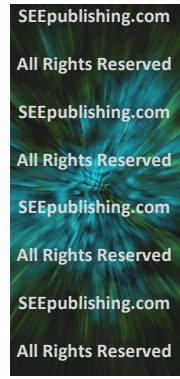
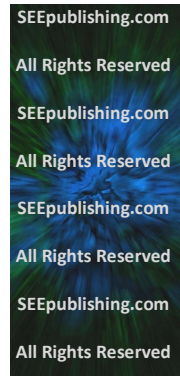
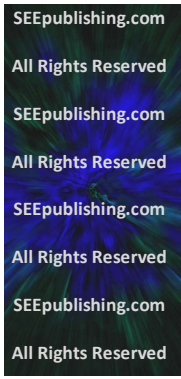
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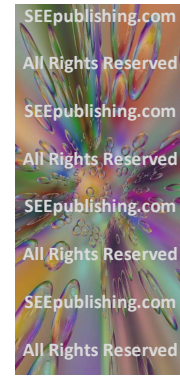
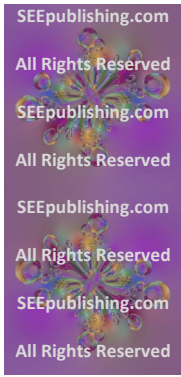
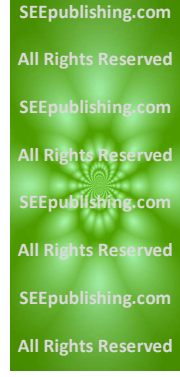


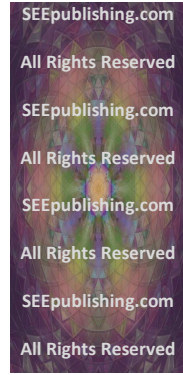
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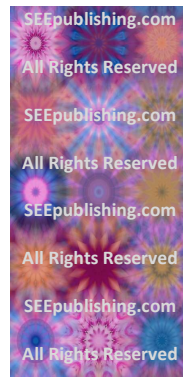
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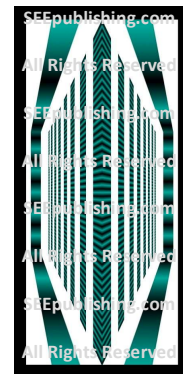
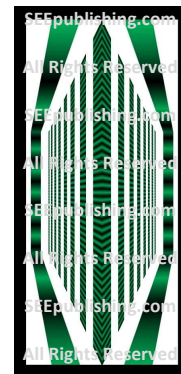
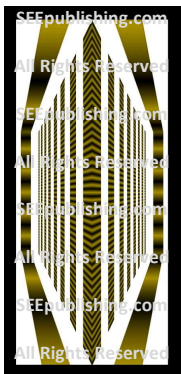
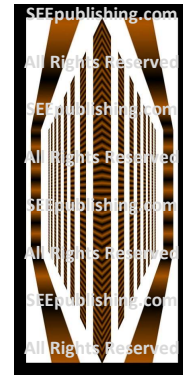
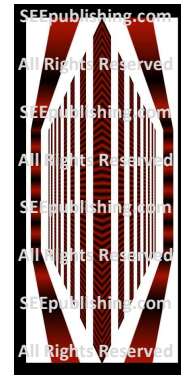


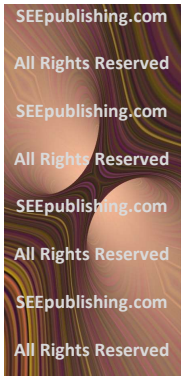
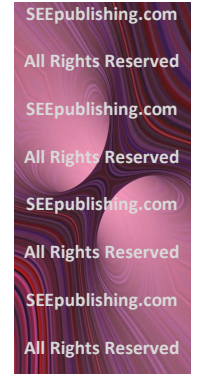
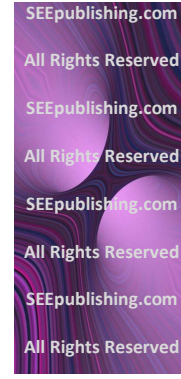
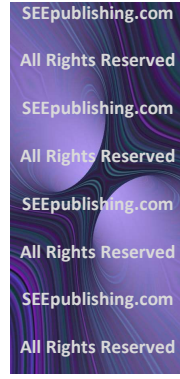
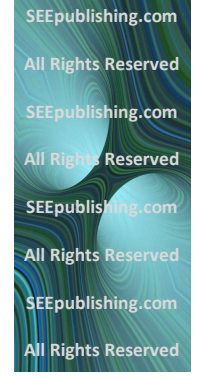
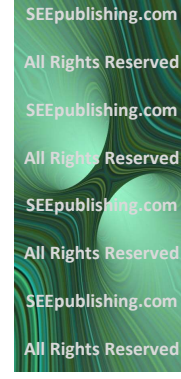
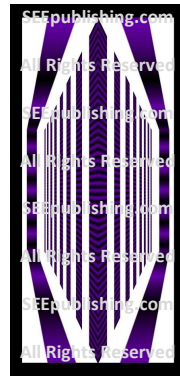
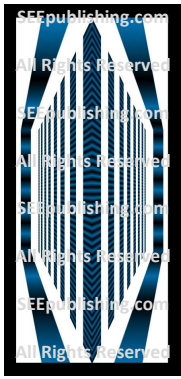


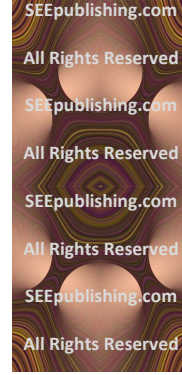
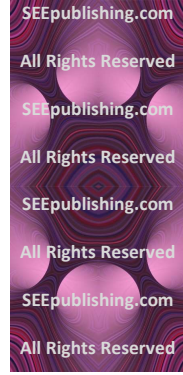
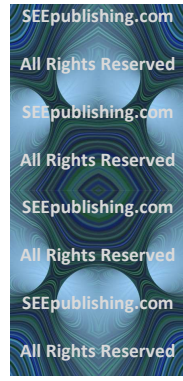




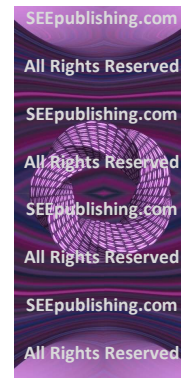


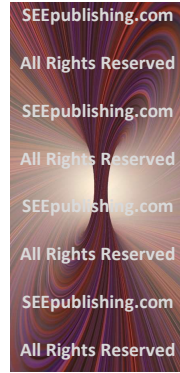
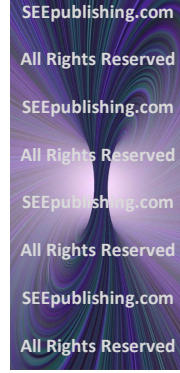














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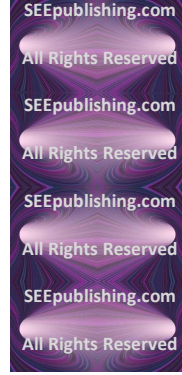
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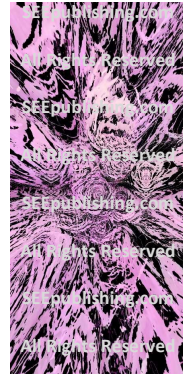
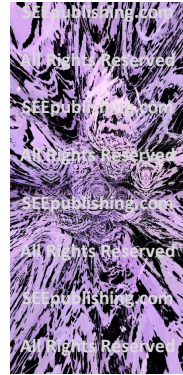
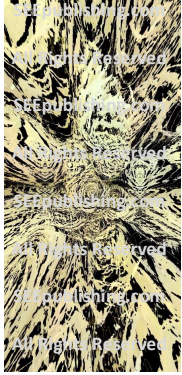
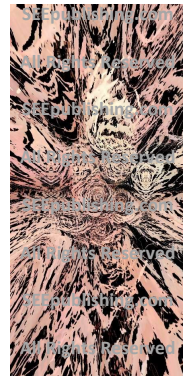
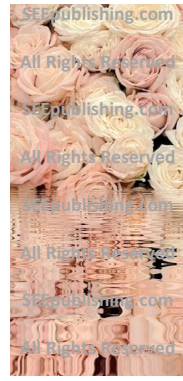
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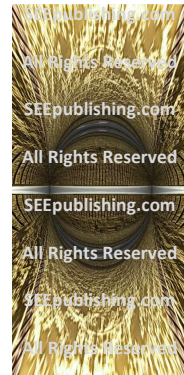
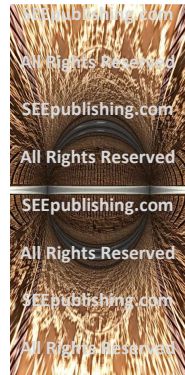
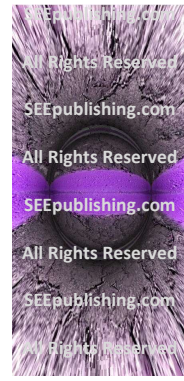


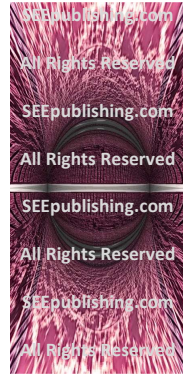
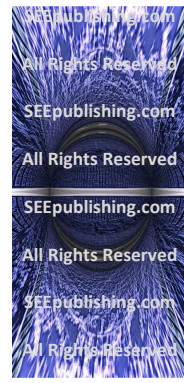
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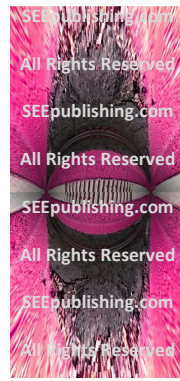
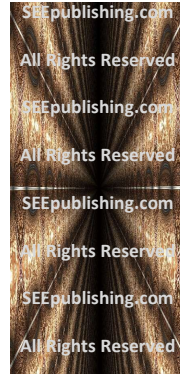


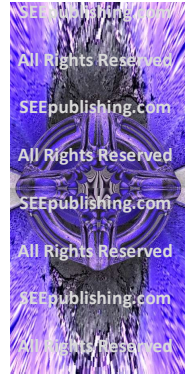
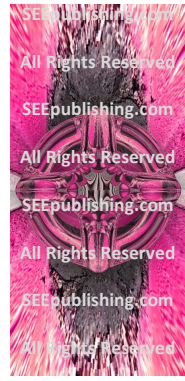
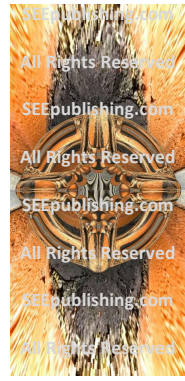
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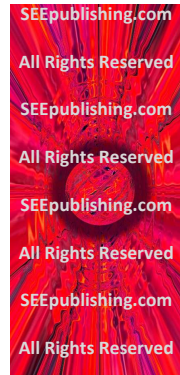




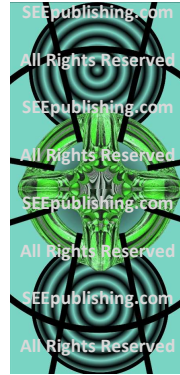
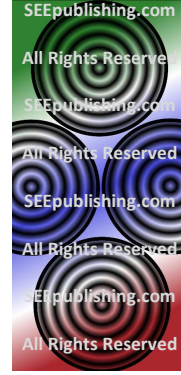
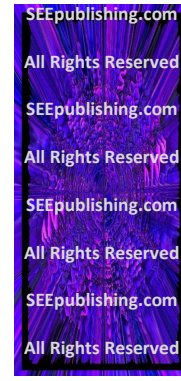














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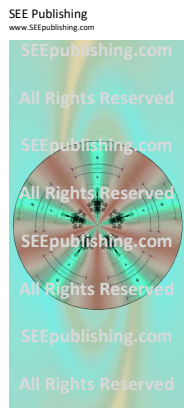
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ATTACHMENT C
JUST WALLPAPERS BDC AND
BUSINESS DEVELOPMENT PROPOSAL

Just Wallpapers Funding Contract

JUST WALLPAPERS FUNDING CONTRACT

1. INTRODUCTION

This contract may hereafter be referenced as the “Just Wallpapers Funding Contract” and will govern any funding of the *Just Wallpapers Business Development Concept* (“Just Wallpapers BDC” for short) and is hereby adopted and incorporated as part of the “Just Wallpapers BDC.” **Examples and Notes referenced within this contract and denoted between the vertically paired asterisks (*****) are not part of the contract terms and are simply provided for transparency and the understanding of those potential financial contributors without a legal education or immediate access to an attorney.**

2. PARTIES

2.01. “We,” “Us,” “Our,” and “Ours

As used within this contract, “We,” “Us,” “Our,” and “Ours” shall refer to SEE Consulting and Cameron Mostaghim. If the Just Wallpapers BDC and Just Wallpapers Funding Contract are transferred to a separate entity for further development and handling, any duties owed under this contract shall survive such a transfer and continue in accordance with the terms of the Just Wallpapers Funding Contract. Upon such an event, “We,” “Us,” “Our,” and “Ours” shall refer to the entity to whom the Just Wallpapers BDC and Just Wallpapers Contract are transferred. Further, upon such an event, there shall be no further obligations by SEE Consulting or Cameron Mostaghim, except to the extent that Cameron Mostaghim may thereafter assume additional responsibilities or duties in conjunction with the Just Wallpapers BDC after any such separate entity may be created.

See Publishing and SEEpublishing.com are not involved in the business development matters referenced on the SEEpublishing.com website beyond that of mere publishing. **NEITHER SEE PUBLISHING NOR SEEPUBLISHING.COM SHALL HAVE ANY LIABILITY IN CONJUNCTION WITH THE JUST WALLPAPERS BUSINESS DEVELOPMENT CONCEPT**, the Business Development Proposal, funding of the Just wallpapers BDC, or any business matters related to the further development of the Just Wallpapers BDC.

2.02. “You” and “Yours”

As used within this contract, “You,” and “Yours,” shall be coterminous with *Financial Contributor* and refers to any person, whether a natural person or otherwise, who makes a contribution to the funding of the further development of the Just Wallpapers BDC and, to the extent applicable, your business(es), employee(s), agent(s), affiliate(s), successor(s), assign(s), and anyone else claiming through or by way of you, whether such person is natural or otherwise.

3. PURPOSE

This contract relates to the Business Development Concept known as the Just Wallpapers mobile application. It governs any funding of the Just Wallpapers BDC and the rights, obligations, and limitations concerning *Financial Contributions* made towards the development costs of the Just Wallpapers BDC.

4. DEFINITIONS

4.01. “**Branded Material(s)**” shall mean all branding items associated with the Just Wallpapers BDC, including the Just Wallpapers name, any trademarks, icons, diagrams, and photos using the Just Wallpapers name.

4.02. “**Crowdfunding Financial Contributor(s)**” shall mean any person, natural or otherwise, making a financial contribution to the development costs of the Just Wallpapers BDC during the crowdfunding phase(s) of the development plan.

4.03. “**Direct Private Financial Contributor(s)**” shall mean any person, natural or otherwise, making a financial contribution to the development costs of the Just Wallpapers BDC during the direct private capital funding phase(s) of the development plan.

4.04. “**Financial Contribution(s)**” shall mean any monetary contribution made towards the costs and further development of the Just Wallpapers BDC.

4.05. “**Financial Contributor(s)**” shall mean any person, natural or otherwise, making a financial contribution to the development costs of the Just Wallpapers BDC.

4.06. “**First Line Revenue(s)**” shall mean the business-to-consumer revenues earned from the in-app purchases of the *Licensable Graphics* made by the end users of the Just Wallpapers mobile application for use as a decorative personalization feature on or withing their mobile cellular telephone device(s).

4.07. “**Funding Unit(s)**” shall mean a fixed dollar amount associated with an increment (*i.e.*, the “unit”) that gives rise to a specific interest, with the fixed dollar amount and specified interest both being identified in conjunction with the use of the term.

4.08. “**Just Wallpapers Business Development Concept**” shall mean all matters encompassed by and related to all Just Wallpapers business matters including, but not limited to: the ideas and concept of the Just Wallpapers mobile application, the business matters concerning the mobile application, any intellectual property rights concerning the mobile application that may exist, branding, branding materials, technical illustrations and designs, the separate library of graphics created for optional integrated use (in our discretion) with the Just Wallpapers mobile application, time and services already performed for the development of the concept, the Just Wallpapers Funding Contract, and all other property rights or interests related to the Just Wallpapers mobile application (collectively the “**Just Wallpapers Business Development Concept**” or “Just Wallpapers

BDC”) unless and until such time as those proprietary property interests may be transferred or sold in whole or in part.

4.09 “**Licensable Graphic(s)**” shall mean the photograph assets created and intended (in our discretion) to be integrated as a *Just Wallpapers BDC* resource and made accessible through the Just Wallpapers application to the end users of the application through the purchase of a limited term license or, if a limited term licensing purchase option cannot be implemented, such other purchasing option(s) that may be made available.

4.10. “**Non-Qualifying Financial Contribution(s)**” shall mean any *Financial Contribution* that is not a *Qualifying Financial Contribution* and does not give rise to a *Revenue Sharing Interest*.

4.11. “**Open Call(s) for Information**” shall mean the contingent process that, if required to be performed, involves the collection of Names, Addresses, Phone Numbers, and Email Addresses of *Crowdfunding Financial Contributors* through a written e-notice published via any crowdfunding website if possible or, alternatively, the SEEpublishing.com website (to be located on the Business Proposals page in the sections pertaining to the Just Wallpapers mobile application) and that must occur for verification of *Qualifying Financial Contributions* and the later performance of any obligations owed in accordance with the *Revenue Sharing Interest* provisions of this contract.

4.12. “**Qualifying Financial Contribution(s)**” shall mean a *Financial Contribution* of:

- A) in the case of a *Crowdfunding Financial Contributor*, an identified fixed dollar amount established for a *Funding Unit* and *Financial Contribution* creating the *Qualifying Financial Contribution*,
- B) in the case of a *Direct Private Financial Contributor* participating in the Phase Three Capital Funding (Round One) as referenced in paragraph 5.03, a *Financial Contribution* of \$25,000 or more, and
- C) in the case of a *Direct Private Financial Contributor* participating in the Phase Four Capital Funding (Round Two) as referenced in paragraph 5.04, a *Financial Contribution* of an amount that is agreed upon and committed to a writing as an Addendum to this contract and signed by us and the *Direct Private Financial Contributor*,

and as to all the foregoing, confers or imposes the rights, obligations, restrictions, and limitations, if any, as outlined within the Just Wallpapers Funding Contract.

4.13. “**Qualifying Financial Contributors**” shall mean *Financial Contributors* having made a *Qualifying Financial Contribution*.

4.14. “**Revenue Sharing Interest(s)**” shall mean the rights, restrictions, and limitations that are owed to or placed upon the *Crowdfunding Financial Contributors* and *Direct Private Financial Contributors* concerning profit sharing in the Just Wallpapers business matters after the deduction of all expenses (*i.e.*, sharing in net profits) from *First Line Revenues* and *Second Line Revenues*, if any, and that originate from the terms of the Just Wallpapers Funding Contract.

4.15. “**Second Line Revenue(s)**” shall mean the business-to-business sales revenues earned, if any, from the resale or licensed end use of the Just Wallpapers mobile application, or its software, data, or code configuration related components in an unbranded form (*i.e.*, without any *Branded Materials* or *Licensable Graphics*).

4.16. “**SEE Consulting’s proprietary interests in the Just Wallpapers Business Development Concept**” shall mean all proprietary and property interests in the *Just Wallpapers Business Development Concept*.

5. DEVELOPMENT PLAN

The development plan and processes (the “Development Plan”) for the Just Wallpapers BDC will, as reasonably practical, employ the following phases and processes:

5.01. **PHASE ONE (Crowdfunding)**: Fundraising may be commenced, in our sole and absolute discretion, via one or more crowdfunding platforms, sequentially or in tandem, with one or several crowdfunding campaigns or stages until the funding objectives are met or crowdfunding campaign efforts are determined to not be of further usefulness.

A. Funding Incentives

Crowdfunding may include offered incentives to achieve the funding objectives and goals. Specifically, *Crowdfunding Financial Contributors* may, based upon their *Qualifying Financial Contributions*, be offered *Revenue Sharing Interest(s)* from net profits derived from *Second Line Revenues*.

B. Allocation of Crowdfunding Platform Expenses

For purposes of computing the *Revenue Sharing Interests* on *Qualifying Financial Contributions* made by *Crowdfunding Financial Contributors*, all crowdfunding related expenses (platform usage fees and payment processing fees) may be shifted and allocated to *Crowdfunding Financial Contributors* prior to the computation of any *Revenue Sharing Interests*. Further, we may establish a set percentage rate for crowdfunding expenses that exceeds the actual fees charged by a particular crowdfunding platform to facilitate ease in accounting or to ensure that the set percentage rate established by us will cover any possible crowdfunding expenses that might otherwise be incurred when the use of multiple crowdfunding platforms is planned or anticipated.

Example: A *Qualifying Financial Contribution* is made in the amount of \$500. The platform usage fees and payment transaction processing fees are 6% for platform A and 10% for platform B. The *Revenue Sharing Interest* on the *Qualifying Financial Contribution* would be computed as follows:

\$500 contribution - \$50 (10% for platform fees) = \$450 *Qualifying Financial Contribution* for purposes of computing the *Revenue Sharing Interest*.

C. Use and Correlation of *Funding Units*

For ease of accounting purposes and facilitating the implementation of all identified terms and conditions in conjunction with funding efforts, a specific dollar amount may be established for a *Funding Unit* that correlates to a *Qualifying Financial Contributions* and related *Revenue Sharing Interest*.

Example: \$250,000 in funding is sought. A minimum financial contribution of \$250 is sought for the potential right to share in future revenues. $\$250,000 \text{ funding} / \$250 \text{ minimum contribution} = 1000$ required minimum contributions to reach the funding goal.

Crowdfunding platform fees are 10% (or \$25 based on a \$250 minimum contribution) thereby requiring a contribution of \$278 to result in the collection of an actual \$250 *minimum qualifying contribution* after deducting the crowdfunding platform fees.

Thus, an established \$278 price for each *Funding Unit* that correlates to a crowdfunding *Qualifying Financial Contribution* would have the net effect of deducting the crowdfunding platform fees prior to computing a *Revenue Sharing Interest*. Consequently, the funding goal would be reached with 1000 contributions at the established \$278 *Funding Unit* price.

D. Rounding of contributions less than full *Funding Unit* price

Where *Funding Units* are used or referenced, we may round downwards the amount of any *Financial Contribution* that is in not evenly divisible by the price established for the *Funding Unit*, provided that the crowdfunding campaign recommends that *Financial Contributions* be made in incremental multiples of the price established for the *Funding Unit*.

Example: Building upon the prior example, 1000 *Financial Contributions* at the established \$278 *Funding Unit* price would yield the desired \$250,000 funding goal.

A *Financial Contribution* of \$1000 is received. $\$1000 / \$278 \text{ Funding Unit price}$ would (without rounding) result in a *Qualifying Financial Contribution* equal to three full *Funding Units* and one partial *Funding Unit*. Provided that the crowdfunding campaign recommended *Financial Contributions* be made in \$278 incremental amounts for those *Crowdfunding Financial Contributors* who desired to obtain the potential benefits of a *Revenue Sharing Interest*, we may round downwards the \$1000 contribution to that of \$834 (the closest downward rounded multiplier of the \$278 *Funding Unit* price), and thereafter use the \$834 figure as

the amount of the *Qualifying Financial Contribution* for purposes of computing the *Revenue Sharing Interest*.

Thus, a rounding of contributions down to the lower closest whole dollar multiplier of the *Funding Unit* cost would have the net effect of simplifying the computation of the *Revenue Sharing Interest* by avoiding fractional interests.

5.02. PHASE TWO (Contingent “Open Call for Information”): At the close of each crowdfunding campaign, regardless of the platform utilized, an assessment will be made of *Qualifying Financial Contributions* made by *Crowdfunding Financial Contributors* to evaluate and record information concerning those who may have become eligible to participate in the *Revenue Sharing Interests* of the *Second Line Revenues*. See the “*Open Call for Information*” definition for additional info.

A. Time Periods on *Open Calls for Information*

To ensure that all persons making a *Qualifying Financial Contribution* are afforded proper accounting credit, if an *Open Call for Information* may be required due to an inability to verify and correlate *Qualifying Financial Contribution* payments with the corresponding identities of the *Crowdfunding Financial Contributors*, any such required *Open Call for Information* shall be held open for not less than six weeks.

B. Obligations of *Financial Contributors*

Each and every *Financial Contributor* making a *Qualifying Financial Contribution* with the intention or desire of acquiring a *Revenue Sharing Interest* shall be required to keep and maintain documentation of their *Qualifying Financial Contribution* transaction and, if such cannot be verified through the crowdfunding platform, to verify their *Qualifying Financial Contribution* through the Phase Two *Open Call for Information* to establish entitlement to any payments that might be received from their *Revenue Sharing Interests* in *Second Line Revenues*.

C. Late verifications after the *Open Call for Information*

The provisions of this paragraph may be referenced as the “late verification process.” Should an *Open Call for Information* be required, after the required time period has elapsed, we may, but are not required to, accept continued submissions of entitlements to *Revenue Sharing Interests* through verifications of *Qualifying Financial Contributions* made by *Crowdfunding Financial Contributors*. To the extent that an entitlement to a *Revenue Sharing Interest* is established after the closing of any *Open Call for Information* that may be required, any payments that may have been apportioned or owed to that *Revenue Sharing Interests* prior to verification shall be forfeited.

D. Non-Compliance and Inability to Verify

Where there is an inability to verify and correlate *Qualifying Financial Contribution* payments with the corresponding identities of the *Crowdfunding Financial Contributors*, either directly through the crowdfunding platform or externally through the *Open Call for Information* process, any related *Revenue Sharing Interest* shall be deemed unverified. Unverified *Revenue Sharing Interests* that are not later verified and perfected through the “late verification process” immediately outlined above shall be forfeited.

E. Sufficiency of Documentation

If an *Open Call for Information* should be required, we shall have right to request documentation and proof of payment of a *Qualifying Financial Contribution*, inclusive of bank or credit card statements in which the record of the *Qualifying Financial Contribution* was made. Thereafter, in our sole and absolute discretion, we shall determine the sufficiency of the documentation submitted to establish entitlement to any *Revenue Sharing Interest* and any such determination shall be final and without further recourse.

5.03. PHASE THREE (Direct Private Capital Funding – Round One): After all crowdfunding campaigns under Phase One of the Development Plan have concluded, for a designated duration of time and subject to extension, Direct Private Capital Funding offers will be entertained as to *Qualifying Financial Contributions* only. Determinations of potential equity or debt interests to be offered, other than those already herein specified, will occur at the time that Phase Three commences, as based upon an assessment of the then existing funding needs. If any additional interests are offered or extended during Phase Three as consideration beyond those already herein specified, those interests shall be committed to a signed writing in the form of an Addendum to the Just Wallpapers Funding Contract or within the “Qualifying Financial Contributions Data Record.”

5.04. PHASE FOUR (Direct Private Capital Funding – Round Two): After the duration of time specified for Phase Three, Round One, Direct Private Capital Funding has concluded, Direct Private Capital Funding offers will be entertained by *Direct Private Financial Contributors* seeking or desiring to make a *Financial Contribution* with the intention that is become a *Qualifying Financial Contribution*. Determinations of potential equity or debt interests to be offered, other than those already herein specified, will occur at the time that Phase Four commences, as based upon an assessment of the then existing funding needs. Consideration (*i.e.*, the applicable terms) to be extended for otherwise *Non-Qualifying Financial Contributions* made by *Direct Private Financial Contributors* that are to become *Qualifying Financial Contributions* through a negotiated process shall be determined on a case-by-case basis.

If any additional interests are offered or extended during Phase Four as consideration beyond those already herein specified, those interests shall be committed to a signed writing in the form of an Addendum to the Just Wallpapers Funding Contract.

5.05. **PHASE FIVE (Build Out):** The Just Wallpapers mobile application is developed and planned for release.

5.06. **PHASE SIX (Promotion):** The Just Wallpapers mobile application may be promoted by such means and methods as we deem suitable in our sole and absolute discretion.

5.07. **PHASE SEVEN (Release):** The Just Wallpapers mobile application is released.

5.08. **PHASE EIGHT (Revenue Share – First Line Revenues):** The profit-sharing phase commences for *Revenue Sharing Interests* related to net profits on *First Line Revenues* according to the accounting (paragraph 8) and payment (paragraph 9) provisions of the contract.

5.09. **PHASE NINE (B2B Sales Assessment):** Business-to-business resale or licensing opportunities for the developed mobile application in its unbranded state are assessed. (Refer to the *Second Line Revenues* definition). Advertising or marketing may be undertaken.

5.10. **PHASE TEN (Revenue Share – Second Line Revenues):** The profit-sharing phase commences for *Revenue Sharing Interests* related to net profits on *Second Line Revenues* according to the accounting (paragraph 8) and payment (paragraph 9) provisions of the contract.

6. RETENTION OF INTELLECTUAL PROPERTY RIGHTS

Financial Contributors shall not own any property rights in or to *SEE Consulting's proprietary interests in the Just Wallpapers Business Development Concept*, which shall be retained and owned exclusively by us unless there be a separate existing contract for sale signed by all involved parties.

7. REVENUE SHARING INTERESTS

7.01. Revenue Sharing Interests

This Development Plan contains terms and provisions for the potential creation of contractually based *Revenue Sharing Interests* in net profits derived from *First Line Revenues* and *Second Line Revenues* generated from the successfully completed development of the Just Wallpapers BDC and the Just Wallpapers mobile application. The rights afforded for *Revenue Sharing Interest(s)* may be contingent, limited, or partial interests in anticipated future revenues, if any. *Revenue Sharing Interest(s)* may additionally be of limited duration provided such condition is disclosed in advance of any monetary contribution or capital funding that may be received.

7.02. First Line Revenues

The *Revenue Sharing Interest(s)* of net profits from *First Line Revenues*, if any, are contingent (requiring business-to-consumer sales revenues in the future), partial (net profit

sharing apportionment is yet to be determined, but will not be more than a 50% portion of net profits from business-to-consumer revenues), and may be limited (a limitation or cap on the overall cumulative payments to be made may be set). The specifics on such yet to be determined terms shall be established prior to the commencement of Phases Three and Four, respectively.

7.03. Second Line Revenues

The *Revenue Sharing Interest(s)* of net profits from *Second Line Revenues*, if any, are contingent (require business-to-business sales revenues at a point in the future), partial (profit sharing is a 50% portion of net profits from business-to-business revenues), and limited (net profit-sharing rights terminate after the sooner of: repayment of 120% of the *Qualifying Financial Contributions* received from *Crowdfunding Financial Contributors* or two years' time has elapsed after the Just Wallpapers mobile application is released).

Example: A *Qualifying Financial Contribution* (QFC) of \$834 is received from a *Crowdfunding Financial Contributor* based upon a \$278 *Funding Unit* price established for the crowdfunding campaign. The total \$250,000 funding goal is raised through crowdfunding with \$199,882 in overall funding being *Qualifying Financial Contributions* received from payments for 719 *Funding Units*. The Just Wallpapers mobile application is successfully developed. Thereafter, four copies are resold as an unbranded packaged solution to other businesses. \$100,000 in revenue is generated from those sales with \$60,000 being net profits after all expenses and taxes. This *Crowdfunding Contributor's Revenue Sharing Interest* (RSI) would be computed as follows:

\$834 QFC / \$199,882 total QFCs = 0.0041724617524339 individual RSI
\$60,000 net profits from *Second Line Revenues* are realized
50% internal allocation & 50% to contributors = \$30,000 for RSI distribution
\$30,000 * 0.0042 individual RSI percentage = \$126 repayment on individual RSI¹
In this example, *Revenue Sharing Interest* payments would continue until \$1200 was paid or two years elapses.

7.04. Rounding in Computations

As to the computation of any individual payment owed under the *Revenue Sharing Interest* provisions of this contract, we may apply rounding to any computations as needed and specifically in the following circumstances:

A) Where the computation of an individual's particular *Revenue Sharing Interest* results in a decimal greater than that of the 1/10,000th decimal position, we may round the resulting fractional computation to the 1/10,000th decimal position (0.0000),

¹ In this example, the *Revenue Sharing Interest* was rounded to the 1/10,000th decimal position in accordance with paragraph 7.04.

B) Where the computation of an owed payment results in a decimal greater than that of the 1/100th decimal position, we may round the resulting fractional computation to the nearest penny.

7.05 Disputes on Revenues Subject to *Revenue Sharing Interests*

In the event of any adversely resolved purchase dispute resulting in a refund, chargeback, or unremitted payment by any third-party payment processor, *Revenue Sharing Interests* shall not be extended to or include any portion of revenues that are not received by us.

7.06. Recapture of Payments made on *Revenue Sharing Interests*

Where any payment may have been made by us to you that is later subject to a refund, chargeback, or unremitted payment by any third-party payment processor as set forth in section 7.05, you agree that we may recapture the prior payment made by offsetting it against any future payment that may be owed.

8. ACCOUNTING PERIODS

Unless or until any separately formed business entity anticipated to handle the Just Wallpapers business matters becomes a publicly traded company or otherwise becomes subject to quarterly reporting requirements, an annual calendar year computational period will be used for accounting and reporting purposes. Notwithstanding, in our discretion we may, but are not required to, implement voluntary reporting to *Qualifying Financial Contributors*, with greater frequency than that of annual reporting.

9. PAYMENTS

9.01 Yearly Payment Periods

Unless or until any separately formed business entity anticipated to handle the Just Wallpapers business matters becomes subject to different requirements, computation of, and payments to, *Qualifying Financial Contributors* on their *Revenue Sharing Interests* shall be made annually and as soon as reasonably practical after the close of the calendar year's annual accounting period while allowing any time required for document preparation needed for tax compliance matters.

9.02 Alternative Payment Periods and Payment Thresholds

Notwithstanding, in our discretion we may, but are not required to, make advance payments to *Qualifying Financial Contributors* on their anticipated share of revenues from their *Revenue Sharing Interests* with greater frequency than that of yearly payments. Where any payment due to be issued to a *Qualifying Financial Contributor* does not exceed \$20, unless the payment interval is on an annual basis, we may hold that payment for issuance until such time that the amount owed exceeds the \$20 payment threshold.

10. EMAIL STATEMENTS

Qualifying Financial Contributors agree to receive any statements concerning payments that may be owed to them by electronic email delivery and to maintain and keep an updated valid email address on file with us for that purpose.

11. AGGREGATED REPORTING AND FINANCIAL PRIVACY

We may, in our discretion, provide compiled statements for any payments that may be owed to *Qualifying Financial Contributors* within one single document, however sent or published. To the extent that we exercise this aggregate reporting option, the identities of *Qualifying Financial Contributors* will be coded to maintain their anonymity and financial confidentiality.

12. PRICING OF ASSETS AND SECONDARY SALE ITEMS

While being mindful of competitive price points, we shall, in our absolute and sole discretion while acting in good faith, determine and set the prices to be charged to end users for accessing the assets and resources from within the Just Wallpapers mobile application or the secondary resale or marketing of the unbranded mobile application to other parties or businesses.

13. RESERVATION OF RIGHT OF REVISION / GENERAL COMPLAINTS

This contract and Development Plan involves coordinated matters in furtherance of developing the Just Wallpapers mobile application and the Just Wallpapers BDC after potential crowdfunding and direct private capital funding efforts. While effort has been made to anticipate the various scenarios that may arise in the coordination of the various Just Wallpapers business matters, it is at least possible that situations may arise that were not anticipated or otherwise unexpected. Where any event occurs that is not specifically addressed by the Just Wallpapers Funding Contract, but specifically excluding assertions of errors regarding payments under the *Revenue Sharing Interest* provisions found in paragraphs 5.08, 5.10, and 7.0-7.05 to be resolved in accordance with paragraphs 14 and those that follow, we shall have the absolute right to resolve those unanticipated and unexpected events by whatever means we believe to be best to address those matters including – if necessary – revisions to the Development Plan and the Just Wallpapers Funding Contract as set forth in paragraph 24.

14. NOTICE REQUIREMENTS CONCERNING ANY DISPUTE

Regardless of whether any dispute is presented as a claim, loss, damage, or expense, you understand and agree that you will provide us with written notification of any claim or dispute as soon as practically possible after the events or circumstances giving rise to the claim or dispute becomes known so that we may attempt to informally resolve the matter. This obligation of providing written notice shall exist once the problem, claim, or dispute is known to exist and without regard to whether damages are yet known, capable of being assessed, or requested. **TO AFFORD AN OPPORTUNITY TO INFORMALLY RESOLVE ANY DISPUTE, CLAIM, LOSS, DAMAGE, OR EXPENSE WITHOUT FURTHER ISSUE, YOU AGREE TO PROVIDE US WITH 45 DAYS TO RESPOND TO YOUR PROBLEM, CLAIM, OR**

DISPUTE AND, FURTHER, YOU AGREE THAT NO LITIGATION MAY BE COMMENCED IN ADVANCE OF THAT 45-DAY TIME PERIOD FOR INFORMAL RESOLUTION. To the extent that affording a 45-day period for informal dispute resolution implicates an applicable statute of limitations, we hereby agree, in advance and without additional consent, to a tolling of any applicable statute of limitations by the specific number of days that are required to allow for the total 45-day time period for informal dispute resolution, but in no event shall any applicable statute of limitations be tolled or extended by more than 45 days unless we have specifically requested, in writing, such additional time to address the issues of concern.

15. MUTUAL ELECTION OF SPECIFIC REMEDIES

Where any dispute, claim, loss, damage, or expense may be presented under a contract, tort, or statutory theory of liability, **ALL PARTIES (you and us) ELECT AND AGREE TO LIMIT THEIR CLAIMS TO CONTRACT-BASED THEORIES OF LIABILITY WHENEVER POSSIBLE, WHICH SHALL BE ENFORCEABLE AND SUPPORTED WITH THE INDEPENDENT CONSIDERATION OF THE MUTUAL BENEFITS OF SIMPLICITY AND EASE IN THE COMPUTATION OF DAMAGES OR LOSSES ARISING IN CONTRACT.** The parties understand and agree that this clause contains provisions that limits rights and remedies that may be allowed by statutory and common law and the parties knowingly and intelligently agree to expressly waive all claims arising in tort and, further, agree to mutually elect contract-based theories of liability as the sole and exclusive manner of recovery on any claim between them or persons claiming through or by way of them whenever such may be possible. **All parties understand and agree that these mutual elections constitute a material term with respect to the Just Wallpapers Funding Contract, any performance obligations and, further, that the business arrangements embodied within the Just Wallpapers BDC and Just Wallpapers Funding Contract are being conditionally performed by us based upon the parties' express agreement to the terms of this Mutual Election.**

16. MUTUAL WAIVER OF PUNITIVE AND CONSEQUENTIAL DAMAGES

Regardless of whether any dispute is presented as a claim, loss, damage, or expense, **THE PARTIES TO THIS CONTRACT UNDERSTAND AND ARE IN EXPRESS MUTUAL AGREEMENT THAT NEITHER SHALL BE LIABLE FOR ANY PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND,** regardless of whether the claim for punitive or consequential damages arises in tort, contract, or by statute, and such extends to any double or treble damages, fines, or penalties that may be available pursuant to any statute, regulation, or rule. You understand that this clause contains provisions that limit damages that may be allowed by statutory or common law, and you knowingly and intelligently agree to expressly waive all rights to any kind of punitive and consequential damages, including any possible double or treble damage awards, fines, and penalties to the fullest extent allowed by law. **All parties understand and agree that this mutual waiver of punitive and consequential damages constitutes a material term with respect to the Just Wallpapers Funding Contract, any performance obligations and, further, that the business arrangements embodied within the Just Wallpapers BDC and the Just Wallpapers Funding Contract are being conditionally performed by us based upon the parties' express agreement to the terms of this mutual waiver, which shall be enforceable and supported with the independent consideration of the bilateral benefits from the mutual**

waiver and mutual elimination of financial risks from any punitive and consequential damages. For purposes of this clause, consequential damages shall not include ancillary remedies of pre-judgment interest and post-judgment interest.

17. WAIVER OF POTENTIAL CLASS ACTION CLAIMS

Regardless of whether a dispute, claim, loss, damage, or expense is presented as a contract, tort, or as a statutory claim, **YOU UNDERSTAND AND EXPRESSLY AGREE THAT, SHOULD ANY DISPUTE ARISE WITH US CONCERNING ANY BUSINESS MATTER OR SERVICE PROVIDED TO YOU THAT IS NOT INFORMALLY RESOLVED, YOU SHALL NOT HAVE ANY RIGHT TO ASSERT ANY CLAIM AS A CLASS ACTION CLAIM OR WHILE ACTING IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE.** You understand that this clause contains provisions that potentially limit your legal rights and you knowingly and intelligently agree to expressly waive these rights. You understand and agree that this waiver constitutes a material term with respect to the Just Wallpapers BDC and the Just Wallpapers Funding Contract and, further, that any business matters or services involving us are being conditionally performed by us based upon your agreement to this waiver.

18. GRATUITOUS CONTRIBUTIONS WITHOUT CONTRACTUAL RELIANCE

Where any dispute, claim, loss, damage, or expense is presented to anyone or any tribunal that involves both A) an assertion of liability on our part and B) an assertion that this contract was not read in advance of any actions undertaken by you, you shall have no rights in or to any of the benefits conferred by this contract, including any *Revenue Sharing Interests* or payment rights that may derive from the net profits of *First Line Revenues* or *Second Line Revenues*. In the absence of your having read and relied upon the terms of this contract as the basis for any *Financial Contribution* made by you in further development of the Just Wallpapers BDC or the Just Wallpapers mobile application, we shall treat any *Financial Contribution* received by you exclusively as a gift regardless of how that payment may have been received.

19. CHOICE OF LAW

This contract shall be construed according to the laws of the state of California.

20. FORUM

Any dispute, claim, loss, damage, or expense that is not resolved with the informal dispute resolution provisions mentioned above shall be commenced within the County of Orange, but if this contract and related business matters should be acquired by or transferred to any other entity as referenced in paragraph 2.01, then the forum shall be the County in which acquiring entity business has denoted as being its primary corporate or business address.

21. SERVICE OF PROCESS

We are currently an internet e-commerce only based business of a type that is not required to have a publicly designated Agent for Service of Process. Electronic Service of Process may avoid unnecessary costs and we do not have a physical location address beyond that of our business mailing address. As such, a request may be made to effect Service of Process by email with an accompanying waiver of service court form. You agree to attempt to secure our consent for electronic Service of Process if the informal dispute resolution process is unsuccessful, except where this contract and related business matters should be acquired by another business entity as referenced in paragraph 2.01, in which case the usual rules concerning service of process should be employed.

22. DISCLAIMERS AND DISCLOSURES

22.01. **GENERAL DISCLAIMER.** This contract outlines the Development Plan and processes for the further development of the Just Wallpapers Business Development Concept, including the Just Wallpapers mobile application and related funding matters. In deciding to fund the further development of the Just Wallpapers Business Development Concept, no assurances or guarantees are provided concerning the overall success of the Just Wallpapers business endeavor. While significant effort has been made to provide accurate information for evaluation, in deciding to fund the further development of the Just Wallpapers BDC, you understand and agree that there is the possibility, even if remote, of unforeseen or unanticipated variables that may render the project incapable of completion or possibly useless. These variables include, but are not limited to, complications in the mobile application development process, potential cost overruns, intervening third-party interference from computer hackers and attacks, lack of popularity of the Just Wallpapers application or graphics, lack of market interest or inability to resell the unbranded version of the developed mobile application, and other possible circumstances.

22.02. **NOT REGISTERED INVESTMENT ADVISORS.** Although this Business Development Concept, Proposal, or funding request may include incentives to assist in reaching the desired funding goals, to the extent that any *Financial Contributors* treat their *Qualifying Financial Contribution* as an investment, you understand that this is an at-risk business transaction, as further discussed below, and that we are not Registered Investment Advisors, and not engaged in the offering of any securities. *Financial Contributors* should be mindful to conduct their own due diligence to evaluate this Business Development Proposal and this contract by whatever means they deem necessary, including consultation with an attorney of their choice, if necessary. Although incorporation may be undertaken as part of the Just Wallpapers business endeavors after successful funding, neither this contract nor any events of incorporation shall afford any rights or interests in any securities or stock of any corporation that may be formed. Notwithstanding, upon such an event, the duties owed under the *Revenue Sharing Interest* provisions of this contract shall be handled by any corporation that may be formed without further obligation by us, as set forth in paragraph 2.01.

22.03. **AT RISK TRANSACTION.** This Business Development Proposal involves a funding request with corresponding offered incentives of *Revenue Sharing Interests*. *Qualifying Financial Contributors* relying upon the *Revenue Sharing Interests* within this contract should understand that **this is an AT RISK business transaction**. There is the possibility that *Financial Contributions* may not result in any return or repayment on the proposed business activities. *Qualifying Financial Contributors*, especially the *Crowdfunding Financial Contributors*, should understand and remain cognizant that the purpose of this Business Development Proposal is to assist with funding objectives and that **YOUR RIGHTS TO ANY FUTURE REVENUES THAT MAY BE AVAILABLE UNDER THE REVENUE SHARING INTEREST PROVISIONS OF THE JUST WALLPAPERS FUNDING CONTRACT ARE PURELY CONTRACTUAL IN NATURE.**

22.04. **DELAYS.** This Business Development Proposal involves the development of a mobile application that is to be created with standards intended to implement intellectual property preserving features. The software development cycle necessarily involves delays that accompany the design and build out process. Because software development is not instantaneous, you should understand that an extended time delay will exist prior to any assessment concerning *First Line Revenues* or *Second Line Revenues* that may be owed in accordance with the *Revenue Sharing Interest* provisions of this contract.

22.05. **THIRD-PARTY SOFTWARE DEVELOPERS.** The design of the Just Wallpapers application user interface has already been completed and can be reviewed alongside this contract within the accompanying attachments to the Just Wallpapers BDC. Likewise, the operational features of the application have already been contemplated, committed to writing, and shared with certain software development companies. Despite the indicated feasibility of the specified plans that have been communicated by third-party software developers, it should be noted that while we have general business knowledge and extensive work-related skills, we currently have limited experience as an intermediary within the field of software development and that the success of this business endeavor is largely dependent upon third-party software developers and their skills and technical expertise.

22.06. **SOFTWARE-RELATED INTELLECTUAL PROPERTY RIGHTS.** The design of the Just Wallpapers mobile application is intended to implement various proprietary features to achieve the would-be anti-piracy intellectual property preserving features. While those proprietary aspects of the Just Wallpapers mobile application may contain intellectual property rights capable of being subject to the patent process, for sake of expense containment, expediency in developing the mobile application, and other concerns, there are currently no plans to pursue patent process protections in conjunction with this development project.

22.07. **ENCUMBERED INTERESTS.** This contract and the Just Wallpapers BDC involve discretely identified financial interests, such as *Revenue Sharing Interests*

in *First Line Revenues* and *Second Line Revenues*, in the net profits, if any, of various anticipated business segment activities. While every attempt has been made discretely identify and to disclose the various interests and the extent of those interests within the Just Wallpapers Funding Contract, it must be noted that due to possible unknown and yet-to-occur events (for example, A) the success of Phase One prior to the commencement of Phase Three, B) the success of Phase Three prior to the commencement of Phase Four, and C) any required revisions to the Development Plan and processes that may be exercised by us in accordance with paragraph 13 if required), there exists both ascertainable encumbrances upon the discretely identified financial interests and potentially unknown encumbrances that may result from these unknown variables, earlier phases of the Development Plan, or required revisions to the Development Plan that become necessary.

22.08. **DIMINUTION.** The Phase One crowdfunding phase and the Phase Three *Direct Private Capital Funding* (round one) phase have each been structured for the delivery of net profits from different lines of business revenues. It is projected and believed that Phase Four *Direct Private Capital Funding* (round two) will not be required if the funding goals are successfully met within Phase One and, if needed, Phase Three. If Phase Four *Direct Private Capital Funding* (round two) is not skipped and case-by-case direct private capital funding arrangements must be entertained, there is the possibility of diminution of the *Revenue Sharing Interests* acquired by Phase Three funding contributors if the funds raised in Phase Four exceed the total funding goal that existed during Phase Three or the *Revenue Sharing Interests* acquired in Phase Four negotiations are obtained on more favorable terms than those of Phase Three. While care will be taken to avoid those circumstances, we cannot guarantee that diminution will not occur if circumstances require entertaining funding offers on more favorable terms than the Phase Three terms if such be needed to prevent a complete failure of the Just Wallpapers BDC business endeavor.

22.09. **FUNDING GOALS.** While estimated costs for the development of the Just Wallpapers mobile application have been obtained, the funding goals set for the further development of the Just Wallpapers BDC exceeds the estimated costs for the development of the mobile application. These additional monies beyond the estimated cost of developing the mobile application are anticipated to be committed to various additional business expenses related to the further development of the Just Wallpapers BDC. Those matters and expenses may include services performed by us, incorporation services, leasing of computer equipment or services for cloud-based hosting, equipment related needs, potential costs for promotional expenses, and prior time and additional time expended by SEE Consulting in further developing the Just Wallpapers BDC, which may be compensated or reimbursed upon the successful attainment of the funding goals at full or a discounted value.

22.10. **FUNDING IN PHASES.** This contract involves a Development Plan (see paragraph 5 and subparts) that employs a process involving stages of funding, in part, based upon the perceived benefits of raising funds by first resorting to crowdfunding platforms and, second, by resorting to potential direct private capital funding. While

the use of multiple forums, outlets, or platforms has a corresponding potential to increase funding through multi-channel exposure, it likewise presents an additional risk of failure of the overall funding goal objectives due to any funding that may occur with a segmented funding process. While these risks are adequately encompassed within the first general disclosure, because this risk is currently known and ascertainable as a separately foreseeable potential risk, it is specifically disclosed despite its inclusion within the general disclosure.

23. CONSTRUCTION

In interpreting the various provisions of the Just Wallpapers Funding Contract, they shall be interpreted according to their plain language where possible and in no event shall this contract be construed adversely against the party that drafted it on that sole basis.

24. INTEGRATION AND MODIFICATION

24.01. Integration

Excluding terms to be supplemented and information to be added by addendum as set forth in this contract, the Just Wallpapers Funding Contract comprises all terms concerning the funding and further development of the Just Wallpapers mobile application and the Just Wallpapers BDC.

24.02. Unilateral Modification upon Truly Required Need

The terms of this contract shall not be unilaterally modified by us for mere preference or convenience. However, it may be unilaterally modified by us where needed or required because a duty or performance obligation cannot be performed as currently established herein. In such a case, the modification shall be committed to writing in the form of an Addendum to this contract specifically identifying which part of the contract was modified, the reason for the required modification, and any other information believed to be necessary.

24.03. Bilateral Modification upon Consent

The terms of this contract may be modified bilaterally where consent to the modification is obtained from 50% or more of the *Qualifying Financial Contributors*. In such a case, the modification shall be committed to writing in the form of an Addendum to this contract specifically identifying which part of the contract was modified and, at a minimum, the percentage outcome results concerning the modification requested by consent.

25. SAVING AND SEVERABILITY

25.01 Reformation as Precondition to Severability

If any provision within this contract is assessed by any lawful tribunal as being potentially unenforceable, it is the intention of the parties that the tribunal shall attempt to save and reform the provision to make it enforceable by any reasonable means possible, including reformation or rewording of the contractual clause or provision at issue, provided that the intended purpose or result of the provision is ascertainable.

25.02 Severability

Except as required by law, only if a provision within this contract is assessed as potentially unenforceable and further determined to be incapable of saving through reformation or rewording as set forth above, only then shall that provision be deemed unenforceable and severable. In such event, all remaining provisions of this contract shall remain in full force and effect.

26. EFFECTIVE DATE

The Just Wallpapers Funding Contract and its terms and provisions shall be effective and become enforceable as follows:

- As to *Crowdfunding Financial Contributors*, upon the completion of the crowdfunding campaign and receipt by us of the funds raised and transferred from that crowdfunding campaign,
- As to *Direct Private Financial Contributors*, upon receipt of the funds that were agreed to be contributed.

**ADDENDUM TO THE JUST WALLPAPERS FUNDING CONTRACT
“QUALIFIED FINANCIAL CONTRIBUTIONS DATA RECORD”**

Phase One Total <i>Financial Contributions</i> (par. 5.01)	
Phase One <i>Qualifying Financial Contributions</i> (par. 4.12)	
Phase Three Total <i>Financial Contributions</i> (par. 5.03)	
Phase Three <i>Qualifying Financial Contributions</i> (par. 4.12)	

1. Name, Address, Phone, and Email:

Name: _____

Address: _____

Phone: _____

Email: _____

2. *Financial Contributor’s* Assigned Number ID (par. 11):

3. Amount of individual *Qualifying Financial Contribution*:

\$ _____

4. Date of *Qualifying Financial Contribution*:

5. The above *Qualifying Financial Contribution* affords a *Revenue Sharing Interest* in:

First Line Revenues (par. 7.02): _____

Second Line Revenues (par. 7.03): _____

with an individual *Revenue Sharing Interest* percentage of: _____

6. Other data to be recorded:
