

WinWin Tradelines Agreement

THE AGREEMENT dated June 10, 2019, BETWEEN:

**The Client Base Funding Group, Inc. d.b.a.
WinWinTradelines, 5042 Wilshire Blvd., Los Angeles CA. 90036
(the "Company")**

- AND -

Praemala Samydurai
3529 S. Sundown Ln
Oceanside, CA 92056

1. WinWinTradelines organized and existing under the laws of the State of California.
2. The Company is of the opinion that **Praemala Samydurai** has the necessary qualifications, experience, and abilities to assist and benefit The Company in its business.
3. The Company desires to engage Praemala Samydurais as a Director of Web Development Manager, she agrees to accept and enter such assignment upon the terms and conditions set out in the agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in the agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to the Agreement agree as follows:

Commencement Date and Term

1. The Director of Web Development will commence assignment with The Company on June ___, 2019 (the 'Commencement Date').
2. Subject to the Probationary Period and subject to termination as provided in the agreement, The Director of Web Development is engaged for an indefinite term. The parties acknowledge that various provisions of the agreement survive past termination of the assignment.

Position and Duties

3. The Company agrees to engage Praemala Samydurai as Director of Web Development, and the Director of Web Development agrees to be engaged on the terms and conditions set out in the agreement. The Director of Web Development agrees to be subject to the general supervision of an act pursuant to the orders, advice, and direction of The Company.
4. Director of Web Development will perform any and all duties now and later assigned to by The Company. The Director of Web Development will also perform such other duties as are customarily performed by one holding such a position in other, same or similar businesses or enterprises as that engaged in by The Company.

5. The Director of Web Development agrees to abide by The Company's rules, regulations, and practices.

Compensation

6. For the services rendered by The Director of Web Development as required by the agreement, The Company will include a compensation package that will include equity, the Company hereby grants to The Director of Web Development 2% of the Company's outstanding shares (ownership) and additional salary TBD, and based on the position and duties of upper management, if outside funding is acquired, and 2% of the outstanding shares if no outside funding is acquired. In either case, these equity shares will vest immediately upon the signing of the agreement, making the Director of Web Development an equity partner.
7. The agreement also provides that The Director of Web Development will be eligible to receive an annual bonus equal to an additional (2.5%) of all subscriptions once 50,000 subscriptions are achieved, or at the discretion of the Company based upon the performance of The Director of web development, paid monthly.
8. The Director of Web Development understands that the compensation as provided in the agreement will constitute the full and exclusive monetary consideration and compensation for all services performed by the Director of Web Development and for the performance of all the Independent contractor's promises and obligations in the agreement.
9. The Director of Web Development understands and agrees that any additional compensation to the Director of Web Development (when the a bonus, expense account, auto allowance or another form of additional compensation) will rest in the sole discretion of The Company and that the Director of Web Development will not earn or accrue any right to additional compensation by reason of the Director of Web Development assignment.
10. The Company will reimburse the Director of Web Development for all necessary expenses incurred by the Director of Web Development while traveling or entertaining clients pursuant to The Company's directions which had been previously approved by The Company.

The Director of Web Development Benefits

11. All benefits provided by The Company are in The Company's sole discretion and are subject to change, without compensation, upon The Company providing the Director of Web Development with 60 days written notice of such change to the benefits.

Duty to Devote Full Time

12. The Director of Web Development agrees to reasonable time & effort to her agreed duties as the Director of Web Development of the Company.

Avoiding Conflict of Opportunities

13. It is understood and agreed that any business opportunity relating to or similar to The Company's current or anticipated business opportunities (with the exception of personal investments in less than 2% of the equity of a business, investments in established family businesses, real estate, or investments in stocks and bonds traded on public stock exchanges) coming to the attention of The Director of Web Development during the Director of Web Development assignment is an opportunity belonging to The Company. Therefore, the Director of Web Development will advise The Company of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of The Company.
14. Without the written consent of The Company, the Director of Web Development further agrees not to:
 - a. Solely or jointly with others undertake or join any planning for or organization of any business activity competitive with the current or anticipated business activities of The Company; and
 - b. Directly or indirectly, engage or participate in any other business activities that The Company, in its reasonable discretion, determines to conflict with the best interests of The Company.

Inability to Contract for Employer

15. Despite anything contained in the agreement to the contrary, the Director of Web Development will not have the right to make any contracts or commitments for or on the behalf of The Company without first obtaining the express written consent of The Company.

Insurance

16. The Director of Web Development is a valued and integral part of The Company and the loss of her services to The Company would cause a severe hardship and economic loss to The Company. The Parties agree that the Director of Web Development will:
 - a. Permit the Company, at any time and from time to time, at its option, and at its cost, to insure her life under a key man policy or policies of life insurance issued by a life insurance company or companies selected by The Company; Name the Company and Independent's contractor as 50-50 beneficiary in the insurance policy;
 - b. Do any and all acts and things, and execute and deliver all or any instruments, paper and documents, which will be reasonably demanded by The Company or the insurer for the purpose of applying for, obtaining, maintaining, canceling, converting, reinstating, or liquidating such insurance policy or policies, or collecting the proceeds from such insurance policy or policies including but not limited to, such as will be necessary to vest in The Company and any and all rights, powers, privileges, options or benefits to and under such insurance policies;
 - c. Submit to all necessary physical or other examinations required to affect such policies of insurance.

17. The Company will use its best efforts when dealing with potential insurers to require such insurers to treat all information provided to it by the Director of Web Development as confidential.

Confidential Information and Assignment of Inventions

18. The Director of Web Development acknowledges in any position the Director of Web Development may hold, and as a result of the Director of Web Development by The Company, the Director of Web Development will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to The Company and which information is the exclusive property of The Company, including, without limitation:

- a. 'Confidential Information' means all data and information relating to the business and management of The Company, including proprietary and trade secret technology and accounting records to which access is obtained by The Web Development Manager, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customers. Confidential Information will also include any information that has been disclosed by a third party to The Company and governed by a non-disclosure agreement entered between the third party and The Company. Confidential Information will not include information that:
 - i. Is generally known in the industry of The Company;
 - ii. Is now or subsequently becomes generally available to the public through no wrongful act of the Independent contractor;
 - iii. The Director of Web Development rightfully had in its possession prior to the disclosure to Independent contractor by The Company;
 - iv. Is independently created by the Director of Web Development without the direct or indirect use of the Confidential Information; or
 - v. The Director of Web Development rightfully obtains from a third party who has the right to transfer or disclose it.
- b. 'Work Product' means work product resulting from or related to work or projects performed or to be performed for The Company or for clients of The Company, of any type or form in any stage of actual or anticipated research and development;

'Computer Software' which means computer software resulting from or related to work or projects performed or to be performed for The Company or for clients of The Company, of any type or form in any stage of actual or anticipated research and development, including but not limited to programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs;

- c. 'Other Proprietary Data' means information relating to The Company's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring,

- protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
- d. 'Business Operations' means internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services, and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting The Company's business;
 - e. 'Marketing and Development Operations' means marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of The Company which have been or are being discussed; and
 - f. 'Customers' means names and customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients of The Company.

Confidential Obligations

19. The Director of Web Development agrees that a material term of the Independent contractor's contract with The Company is to keep all Confidential Information confidential and protect its release from the public. The Director of Web Development agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Director of Web Development has obtained or which was disclosed to the Director of Web Development by The Company as a result of the Director of Web Development assignment by The Company. The Director of Web Development agrees that if there is any question as to such disclosure then the Director of Web Development will seek out senior management of The Company prior to making any disclosure of The Company's information that may be covered by the Agreement.
20. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Director of Web Development in the agreement and any obligations to provide notice under the agreement will survive the expiration or termination, as the case may be, of the agreement and will continue for a period of five (5) years from the date of such expiration or termination.
21. The Director of Web Development may not disclose any of the Confidential Information:
 - a. To a third party where The Company has consented in writing to such disclosure; and
 - b. To the extent required by law or by the request or requirement of any judicial, legislative, administrative or another governmental body, however, the Director of Web Development will first have given prompt notice to The Company of any possible or prospective order (or proceeding pursuant to which any order may result), and The Company will have been afforded a reasonable opportunity to prevent or limit any disclosure.

Ownership and Title

The Director of Web Development acknowledges and agrees that all rights, title, and interest in any Confidential Information will remain the exclusive property of The Company.

Accordingly, the Director of Web Development specifically agrees and acknowledges that he will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trade-marks or trade names, notwithstanding the fact that she may have created or contributed to the creation of the same.

22. The Director of Web Development does hereby waive any moral rights that he may have with respect to the Confidential Information.
23. The Agreement will not apply in respect of any intellectual property, process, design, development, creation, research, invention, know-how, trade names, trademarks or copyrights for which:
 - a. No equipment, supplies, facility or Confidential Information of The Company was used,
 - b. Was developed entirely on the Independent contractor's own time, and
 - c. Does not:
 - i. Relate to the business of The Company,
 - ii. Relate to the Independent contractor's actual or demonstrably anticipated processes, research or development or

The result from any work performed by the Director of Web Development for The Company.

24. The Director of Web Development agrees to immediately disclose to The Company all Confidential Information developed in whole or in part by the Director of Web Development during the term of the Director of Web Development Assignment with The Company and to assign to The Company any right, title or interest the Director of Web Development may have in the Confidential Information.
25. The Director of Web Development agrees to execute any instruments and to do all other things reasonably requested by The Company (both during and after the Director of Web Development Assignment with The Company) in order to vest more fully in The Company all ownership rights in those items transferred by the Director of Web Development to The Company.

Return of Confidential Information

26. The Director of Web Development agrees that upon request of The Company or upon termination or expiration, as the case may be, of Assignment, the Director of Web Development will turn over to The Company all documents, disks or other computer media, or other material in the possession or control of the Director of Web Development that:
 - a. May contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in the Agreement; or
 - b. Connected with or derived from the Independent contractor's services to The Company.

Non-Solicitation

27. Any attempt on the part of the Director of Web Development to induce others to leave The Company's employ, or any effort by the Director of Web Development to interfere with The Company's relationship with its other independent contractors and contractors would

be harmful and damaging to The Company. The Director of Web Development agrees that during the term of her Assignment with The Company and for a period of five (5) years after the end of that term, The Director of Web Development will not in any way, directly or indirectly:

- a. Induce or attempt to induce any client, independent contractor or contractor of The Company to quit assignment or retainer with The Company;
- b. Otherwise, interfere with or disrupt The Company's relationship with its independent contractors and contractors;
- c. Discuss assignment opportunities or provide information about the competitive assignment to any of The Company's independent contractors or contractors; or
- d. Solicit, entice, or hire away any independent contractor or contractor of The Company.

The obligation will be limited to those that were independent contractors or contractors of The Company when The Company engaged the Independent contractor.

Non-Competition

28. Other than through assignment with a bonafide independent party, or with the express written consent of The Company, which will not be unreasonably withheld, The Director of Web Development will not, during the continuance of the Agreement or within five (5) years after the termination or expiration, as the case may be, of the Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of The Company that The Director of Web Development was working during any time in the last year of Assignment with The Company.
29. For a period of five (5) years from the date of termination or expiration, as the case may be, of the Director of Web Development Assignment with The Company, The Director of Web Development will not divert or attempt to divert from The Company any business The Company had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the case may be, of the Director of Web Development Assignment with The Company.

Termination Due to Discontinuance of Business

30. In spite of anything contained in the Agreement to the contrary, in the event that The Company will discontinue operating its business at the location where The Director of Web Development is engaged, then, at The Company's sole option, the Agreement will terminate as of the last day of the month in which The Company ceases operations at such location with the same force and effect as if such last day of the month were originally set as the termination date of the Agreement.

Termination for Disability

31. Despite anything contained in the Agreement to the contrary, The Company has the sole option to terminate the Agreement if the Director of Web Development will, during the term of the Agreement, become Permanently Disabled, as defined in the Agreement. Such option will be exercised by The Company giving notice to the Director of Web Development by personally delivering to the Director of Web Development or by registered mail addressed to the Director of Web Development of The Company's

intention to terminate the Agreement on the last day of the month during which such notice is mailed. On the giving of such notice, the Agreement will cease on the last day of the month in which the notice is so delivered or mailed, with the same force and effect as if such last day of the month was the date originally set forth in the Agreement as the termination date of the Agreement.

32. For the purposes of the Agreement, The Director of Web Development will be deemed to have become permanently disabled, if, during any year of the term of the Agreement, because of ill health, physical or mental disability or for other causes beyond The Company's control, will have been continuously unable or unwilling or will have failed to perform duties under the Agreement for 60 consecutive days, or if, during any year of the term of the Agreement, The Director of Web Development will have been unable or unwilling or will have failed to perform her duties for a total period of 120 days, irrespective of when the or not such days are consecutive. For the purposes of the Agreement, the term 'any year of the term of the Agreement' means any 12-calendar month period commencing on the 1st day of January, and terminating on the 31st day of December, during the term of the Agreement.

Termination of Assignment

33. Where the Director of Web Development has breached any of the terms of the Agreement or where there is just cause for termination, The Company may terminate the Director of Web Development Assignment without notice.
34. The Director of Web Development and The Company agree that reasonable and sufficient notice of termination of Assignment by The Company is the greater of two weeks and any notice required under any relevant Assignment legislation.
35. If the Director of Web Development wishes to terminate her Assignment with The Company, the Director of Web Development will provide The Company with two weeks' notice. As an alternative, if the Director of Web Development co-operates with the training and development of a replacement, then sufficient notice is given if it is sufficient notice to allow The Company to find and train the replacement.
36. Should the Director of Web Development terminate her Assignment pursuant to the Agreement, and there is no constructive dismissal, the Director of Web Development agrees to be reasonably available as a consultant for the purposes of maintaining any projects or developments created while engaged by The Company. The Director of Web Development agrees to negotiate the terms of the consulting work in good faith. In her capacity as a consultant for The Company pursuant to the paragraph, the Director of Web Development agrees to provide her present residential address and telephone number as well as her business address and telephone number.
37. The time specified in the notice by either the Director of Web Development or The Company may expire on any day of the month and upon the date of termination, The Company will forthwith pay to the Director of Web Development any outstanding portion of the wage, accrued vacation and banked time, if any, calculated to the date of termination. Notwithstanding the date of termination, the Director of Web Development acknowledges and agrees to diligently execute and complete her Assignment responsibilities to The Company at the reasonable direction of The Company. Failure of the Director of Web Development to responsibly execute her obligations to The Company

during the notice period will be an abandonment of her obligations and will be sufficient cause for immediate termination of the Director of Web Development without further compensation or notice.

Remedies

38. The Director of Web Development agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of the Agreement cannot be reasonably or adequately compensated for in money damages, would cause irreparable injury to Employer, would gravely affect the effective and successful conduct of The Company's business and goodwill, and would be a material breach of the agreement.
39. In the event of a breach or threatened breach by The Director of Web Development of any of the provisions of the Agreement, The Director of Web Development agrees that The Company is entitled to, in addition to and not in limitation of any other rights and remedies available to The Company at law or in equity, to a permanent injunction in order to prevent or restrain any such breach by The Director of Web Development or by the Independent contractor's partners, agents, representatives, servants, independent contractors, and/or any and all persons directly or indirectly acting for or with the Independent contractor.
40. The Director of Web Development agrees to co-operate with The Company following termination by providing documentation and other information to permit The Company to evaluate when the Director of Web Development is honoring post-employment obligations set out in the Agreement.

Severability

41. Employer and Director of Web Development acknowledge that the Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of the Agreement to be too broad to be enforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the Web Development Managers intention to give The Company the broadest possible protection against disclosure of the Confidential Information, against The Director of Web Development soliciting The Company's independent contractors and contractors and against the Director of Web Development using such Confidential Information in competing with The Company.
42. In the event that any of the provisions of the Agreement will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in the Agreement and the remaining provisions had been executed by both parties subsequent to the Or to such other address as to which any Party may from time to time notify the other.

Notices

43. If Independent contractor loses or makes unauthorized disclosure of any of the Confidential Information, the Director of Web Development will immediately notify The Company and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information. Impingement of the invalid provision.

44. All notices, requests, demands or other communications required or permitted by the terms of the Agreement will be given in writing and either served personally at:
- a. : WinWinTradelines 5042 #114 Wilshire Blvd., Los Angeles CA, 90036
Fax#323-592-3978 Email: bill@winwintradelines.com

- Praemala Samydurai
- Email: pholt@grafiquet.com

Modification of Agreement

45. Any amendment or modification of the Agreement or additional obligation assumed by either party in connection with the Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

46. **Arbitration**

Any controversy or claim arising out of or relating to the Agreement, or the breach hereof, shall be first attempted to be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

Governing Law

47. It is the intention of the parties to the Agreement that the Agreement and the performance under the Agreement, and all suits and special proceedings under the Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

General Provisions

48. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting the Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
49. The Director of Web Development is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by The Company in enforcing the Agreement as a result of any default of the Agreement by the Independent contractor.
50. No failure or delay by The Company in exercising any power, right or privilege provided in the Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in the Agreement.
51. The Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of The Company and the Independent contractor.
52. The Agreement may be executed in counterpart.
53. Time will be of the essence of the Agreement.

54. Upon the death of either partner, the surviving partner shall have the right either to purchase the interest of the decedent in the partnership or to terminate and liquidate the partnership business. If the surviving partner elects to purchase the decedent's interest, he shall serve notice in writing of such election, within three months after the death of the decedent, upon the executor or administrator of the decedent, or, if at the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the decedent at the last-known address of such heir. (a) If the surviving partner elects to purchase the interest of the decedent in the partnership, the purchase price shall be equal to the decedent's capital account as at the date of her death plus the decedent's income account as at the end of the prior fiscal year, increased by her share of partnership profits or decreased by her share of partnership losses for the period from the beginning of the fiscal year in which her death occurred until the end of the calendar month in which her death occurred, and decreased by withdrawals charged to her income account during such period. No allowance shall be made for goodwill, trade name, patents, or other intangible assets, except as those assets have been reflected on the partnership books immediately prior to the decedent's death; but the survivor shall nevertheless be entitled to use the trade name of the partnership.
55. If there is a previous assignment agreement between the parties to the agreement, the parties agree that the agreement will replace that previous assignment agreement and The Director of Web Development acknowledges that the agreement was entered into in consideration of a compensation increase commencing the start of the agreement. The Director of Web Development acknowledges that it was agreed at that time that a new Assignment agreement would be entered in consideration of the compensation increase.
56. The agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. As of the effective date of the agreement, the agreement supersedes all other agreements between the parties. The parties to the agreement stipulate that neither of them has made any representations with respect to the subject matter of the agreement except such representations as are specifically set forth in the agreement. Each of the parties acknowledges that it has relied on its own judgment in entering into the agreement.

IN WITNESS WHEREOF WinWin Tradelines has duly affixed its signature by a duly authorized officer has duly signed underhand on the 10th day of _____ 2019.

The Client Base Funding Group, Inc. d.b.a.
WinWin Tradelines

Per: _____ (SEAL)

Bill Richardson

Praemala Samydurai