

## CONSULTING AGREEMENT

This agreement (the "Agreement") is made as of November 22, 2019, by and between Tango Research, a Connecticut limited liability company d/b/a Tango Equity with its principal address at 126 Georgetown Road, Weston, CT 06883 ("TANGO") and Faruk Khwaja and Intellis Health with its principal office at 100 Garden City Plaza, Ste 415, Garden City, NY 11530 ("Company").

Whereas, the Company requires additional capital to achieve its business objectives and desires to retain TANGO to provide advice and assistance in obtaining such additional financing, and also requests that the additional capital be structured under the Sharia-Compliant Finance Methodology and;

Whereas, Consultant and Tango are experienced and capable in capital formation, financial advisory services and general strategies for business development for companies at every stage of development, the Parties agree as follows:

1. **Engagement.** The Company hires and engages TANGO to act as its strategic advisor in connection with planning and facilitating a series of transactions for acquiring various selected pharmacies and primary care practices. Tango will also assist with arranging for Capital Provider or Providers to enable Company to close one or more potential transactions (the "Transaction" or "Transactions"). The parties designate the following persons as their authorized representatives:

Company Faruk Khwaja, Managing Member

TANGO Nick Malino, Managing Member

2. **Services.** As the Company's strategic advisor, TANGO will: (i) analyze Company's business and present Company with a set of strategic financing alternatives; (ii) identify specific potential Capital Providers based on specific strategic financing alternative(s) selected; (iii) assist in the development an offering memorandum or other documentation for presentation to potential Capital Providers; (iv) contact each specific potential Capital Provider and arrange meetings; (v) assist in the development of subscription agreements or other appropriate financing documents; (vi) assist in development of presentations to selected potential Capital Providers and assist in the actual presentations; (vii) evaluate offers of potential Capital Providers to participate in debt or equity financing Transaction(s); (viii) assist in negotiating terms and conditions of financing, including term sheets or letters of intent with potential Capital Providers; and (ix) assist in preparation of Transaction documents. As the Company's strategic advisor, TANGO will: (i) identify specific potential Capital Providers based on specific strategic financing alternative(s); and (ii) contact each specific potential Capital Provider, introduce the Company's business plan and arrange meetings or teleconferences.

3. **Fees.** For its consulting and finder services to Company, the Company agrees to pay TANGO as follows:

a. **Mobilization Fee.** (\$10,000) Paid once Mobilization and Engagement fees for this project payable at the execution of this agreement. The Mobilization Fee will be refunded if after 6 months Company is not satisfied with the preparation, work product and progress made by Company and Tango. Bank Instructions provided in Exhibit B herein.

b. **Monthly Fee.** Waived (\$3,000) Credited monthly in arrears until termination of this Agreement or a Funding Event not to exceed 4 months (\$12,000). The monthly fee will be credited toward and included as part of the success fee payable at closing of any funding. If there is no funding event no monthly fee credit will due or payable.

c. **Debt Placement Success Fees.** The Company will pay success fees to TANGO upon the closing of a Transaction or any component of a Transaction that has a separate closing based upon the total value of the financing to be received by Company from the aggregate of all Transactions subject to this Agreement: For debt or debt/equity hybrid transactions the Success Fee is Three ("3%") plus the Mobilization Fee and the Monthly Fee. Monthly Fees payable shall be credited towards the Success Fee described in this clause or above in Clause B.

Any success fee earned by TANGO will be paid in full in cash upon the closing of a Transaction. If Company receives funds in connection with a closing, TANGO's fees in connection therewith will be payable directly by the Capital Provider out of such proceeds at the time of closing and Company hereby authorizes such direct payment.

(1) **Condition to Payment.** Closing of a financing Transaction or Transaction component is a condition precedent to the obligation to pay the success fees provided for in this paragraph. If no closing occurs, no success fees are due.

(2) **Credit for Payment.** Any payment made in connection with a closing of a Transaction or Transaction component shall be credited to fees payable for the total Transaction Value up to such point at any subsequent closing.

(3) **\*Transaction Value:** "Transaction Value" (See below) shall include the fair value of all components of any one or more financings received by Company during the term of this Agreement or from any Transaction covered by the run-out provision in paragraph 11, including without limitation all payments or other contributions in any form (e.g. cash, tangible assets, intangible assets, shares, options, warrants, earn-outs, escrowed funds or assets, etc.) made to Company, any affiliate of the Company or their respective shareholders or owners in exchange for interests in the Company or any affiliate of the Company, or made to the Company or any affiliate of the Company as capital increases. If the closing of any particular Transaction or Transaction component is not a closing of the entirety of the financings to be provided under this Agreement, Transaction Value for the payment to be made in connection with such closing shall be the Transaction Value of the specific Transactions or Transaction components closed up through such closing, with credit to be given for fees paid based upon such partial Transaction Value against fees payable at any subsequent closing. Transaction Value at such subsequent closing shall be the aggregate Transaction Value of all financings subject to this Agreement closed up through such closing. If the parties cannot agree on Transaction Value, then an independent auditor (or other finance professional) will be mutually appointed by Company and Consultant to determine Transaction Value and if they cannot agree on such a professional, the matter will be resolved by arbitration in accordance with paragraph 18.\* Transaction Values will be determined in accordance with Sharia Compliant standards and may be valued as a function of profit participation, Ijara, Murabaha, Musharaka, or Wakala, installment payments etc. See Exhibit A herein.

4. **Expenses.** The Company will reimburse TANGO for any extraordinary or specially requested travel expenses incurred by TANGO in connection with its services under this Agreement, including without limitation travel, accommodation, shipping, long distance telephone, lien and other document searches and other costs as evidenced by bills or other customary documentation. Out-of-pocket expenses do not include standard office expenses such as local telephone, photocopies, local faxes, and office supplies. TANGO will seek prior authorization for any single expense. If a Transaction is closed, TANGO's expenses will be credited against and deducted from the success fee payable under 3. If external specialists such as accountants or attorneys are required, the Company will hire and pay the fees and costs of such other professionals directly.

5. **Equity Interest.** If a Transaction is closed, TANGO will receive an equity interest in the Company or Successor Company equal to two and a half percent (2.5%) of the total post-transaction equity of the Company for this initial raise of \$10 million, and an additional two and a half percent (2.5%) subsequent to the next raise of at least an additional \$10 million directly raised by TANGO.

6. **Information.** In connection with the activities of TANGO on the Company's behalf, the Company agrees to cooperate with TANGO and will furnish to, or cause to be furnished to, TANGO, any and all information and data concerning the Company and any Transaction that TANGO reasonably deems appropriate. Subject to prior execution of customary confidentiality agreements and reasonable protective covenants, the Company will provide TANGO and any prospective Capital Provider with access to the Company's officers, directors, employees, appraisers, independent accountants, legal counsel and other consultants and advisers, as shall be appropriate under the circumstances. The Company warrants that all information provided by Company, its affiliated Company or their respective representatives to TANGO or any prospective Capital Provider, contained in any offering memorandum, or contained

in any filing by the Company with any court or governmental regulatory agency, commission or instrumentality will, at all times during the term of this Agreement and while TANGO is subject to any obligation or liability to any Capital Provider or other person as a result of its services under this Agreement, be complete and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances under which such statements are made.

The Company further warrants that any projections or other forward-looking Information provided to TANGO or any Capital Provider will have been prepared in good faith and will be based upon assumptions which, in light of the circumstances under which they were made, are reasonable. The Company acknowledges and agrees that in rendering its services hereunder, TANGO will be using and relying on such information (and information available from public sources and other sources deemed reliable by TANGO) without independent verification thereof by TANGO or independent appraisal by TANGO of any of the Company's assets. TANGO does not assume responsibility for the accuracy or completeness of the information provided by Company, its affiliate, their respective representatives or any other information regarding the Company or the Transaction.

7. **Independent Parties/No Agency.** Each of the Company and TANGO warrant to the other that it is a bona fide independent party. Neither party is an agent or representative of the other, and neither party shall communicate or act on behalf of the other party or take any action that binds the other party without such party's written authorization. Neither party shall be responsible for payment of the following for the other party or its employees or contractors: insurance premiums, worker's compensation, or health, disability or unemployment insurance or benefits. Neither party will be responsible for withholding or paying employment-related taxes for the other party or any employee or contractor of the other party.

8. **Confidentiality.** Except for disclosures to potential Capital Providers after execution of customary confidentiality/non-use agreements as contemplated by this Agreement or as required by applicable law, TANGO shall keep confidential all non-public information concerning the Company, its affiliates or the Transaction provided to it by or on behalf of the Company. Confidential information shall not include information that entered the public domain without a breach by TANGO of any obligation owed to the Company, became known to TANGO prior to the Company's disclosure of such information to TANGO, became known to TANGO from a source other than the Company and other than by the breach of an obligation of confidentiality owed to the Company, is disclosed by the Company to a third party without restrictions on its disclosure, or is independently developed by TANGO (other than from confidential information that is subject to the above covenants).

9. **Certain Disclosures.** In order to coordinate the efforts of the parties, the parties agree that during the period of this Agreement, the Company and TANGO will inform the other of any discussions relating to a Transaction contemplated in this agreement, and if any of them receive an inquiry concerning a Transaction, such party will promptly advise the other of the inquiry.

10. **Liability and Indemnification.** The liability of TANGO arising out of this Agreement to the Company, any affiliate of the Company or their respective shareholders or owners is limited to the amount of fees received by TANGO from the Company or an affiliate of the Company except for the liability of TANGO arising directly from the gross negligence or willful misconduct of TANGO as demonstrated by clear and convincing affirmative evidence. Except to such extent, to the maximum extent permitted by law, the Company, on behalf of itself and any affiliate of the Company, releases TANGO and its shareholders, employees, contractors and representatives from liability, including liability arising after the date of this Agreement. The Company acknowledges that it is contracting with TANGO on an arm's-length basis to provide the services described herein and that it is not the intent of the parties to create a fiduciary relationship. Because TANGO will be acting in an advisory capacity only, the Company agrees to indemnify TANGO for all liability, loss, cost or expense (including reasonable attorney fees and defense or settlement expenses) incurred by TANGO, in connection with any third-party claim related to TANGO's services under this Agreement, other than for any such expense or liability which arise out of TANGO's gross negligence or willful misconduct as demonstrated by clear and convincing affirmative evidence.

11. **Term and Termination.** This Agreement shall become effective as of the date set forth in the introductory paragraph and shall continue until May 31, 2020, unless extended by the parties. The Company may terminate this agreement at any time by giving written notice to TANGO, provided that no such termination will affect TANGO's

rights to receive fees then accrued, reimbursement of expenses then incurred, or rights to indemnification. TANGO shall be entitled to payment in full of success fees payable under paragraph 3, and equity interests deliverable under paragraph 5 if, at any time prior to the expiration of twelve (12) months after expiration or termination of this agreement, a Transaction is consummated with a Capital Provider which was introduced to Company by TANGO or with whom contact was initiated by TANGO on the Company's behalf during the term of this agreement.

12. **Successors and Assigns.** The benefits of this agreement shall inure to the respective legal successors and permitted assigns of the parties hereto and of the indemnified parties hereunder and their legal successors and permitted assigns and representatives, and the obligations and liabilities assumed in this agreement shall be binding upon their respective successors and assigns, provided that this agreement may not be assigned by either party without the prior written consent of the other party.

13. **Entire Agreement.** Except for any existing or later executed confidentiality/non-use agreement between the parties, this agreement is the entire agreement between the parties, and it replaces any prior agreements, oral or written, between the parties.

14. **Amendments.** No variation, modification or alteration of any of the terms of this shall be binding or effective unless in writing and signed by an authorized representative on behalf of the party hereto to be changed. Provisions may be waived only by an instrument in writing signed by an authorized officer of the waiving party.

15. **Severance.** In the event that any provision of this agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provisions of this agreement shall remain in full force and effect unless such change would materially alter the balance of rights and obligations between the parties.

16. **Notices.** All notices under this Agreement shall be in writing and deemed to have been properly given when (i) personally delivered to an authorized representative of the party at any location, (ii) personally delivered to any employee of the party at the address for such party stated in the introductory paragraph with the envelope addressed to the attention of an authorized representative, or (iii) mailed by certified mail, delivered by a nationally recognized overnight express courier, postage or delivery fees prepaid, or faxed to the attention of the authorized representative of the party at the address or fax number for such party set forth in the introductory paragraph to this Agreement. Any such notice shall be deemed given at the time of personal delivery, upon the date of delivery or attempted delivery by mail or overnight express courier as indicated by the delivery receipt or upon machine confirmation of transmission of notice by fax. The address, fax number or authorized representative(s) of a party may be changed in accordance with the notice provisions of this section.

17. **Choice of Law and Forum.** This agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Any action to interpret or enforce the provisions of this Agreement shall be brought in a court of appropriate subject matter jurisdiction in Fairfield County, Connecticut. The parties each stipulate and agree to submit to the personal jurisdiction of such court.

18. **Arbitration of Disputes.**

(a) The arbitration procedure of this section shall apply to all disputes between the parties arising out of this agreement except: (i) those specific claims seeking injunctive relief; and (ii) those in which a person or entity not having a similar arbitration agreement with either TANGO or the Company is a party without the collusion of either TANGO or the Company and such third party does not agree to join in the arbitration. This arbitration covenant shall be enforceable under the Federal Arbitration Act.


(b) If there is a dispute between the parties, the parties shall promptly confer in good faith to resolve such differences. If the parties are unable to agree after this conference, the matter will be submitted to binding arbitration at a location agreed by the parties or if they cannot agree in New York County, NY before one arbitrator who is knowledgeable about contract interpretation and financing transactions and who is mutually selected by the parties, or if they cannot agree, by the parties' attorneys, or if they cannot agree, by the American Arbitration Association ("AAA"). Except to the extent inconsistent with this paragraph, the arbitrator shall follow the commercial arbitration rules of the AAA. The parties shall promptly make available to the other all relevant books and records requested by the other except those subject to a bona fide attorney/client privilege as provided by law. The arbitrator may authorize


such additional discovery, including written interrogatories and depositions, as he deems necessary for a party to obtain full disclosure of the facts, consistent with prompt resolution of the matter. The arbitrator shall afford the parties an informal hearing at which the parties may present documentary and testimonial evidence and cross examine witnesses for the other party. The rules of evidence may be used by the arbitrator as a general guideline as to relevancy and competency of evidence but shall not be strictly applied. The parties shall not be required to be represented by admitted legal counsel but may be represented by any person(s) of their choosing. The objectives of the arbitration shall be to promptly investigate and determine the facts and then to interpret and apply the provisions of this Agreement, generally accepted accounting principles and the law to such facts to render a final decision, as promptly as possible, resolving the disputed issues. The arbitrator's decision shall be conclusive except to the extent appeal therefrom is provided by law. The costs of the arbitration shall be apportioned by the arbitrator between the parties on the basis of comparative fault, including abuse or bad faith in demanding, or responding to, production or access to documents or discovery.

The parties have indicated their agreement to the above by signing below as of the date of this Agreement set forth in the introductory paragraph.

Tango Research, LLC  
Tango Equity

Intellis Health

By:   
\_\_\_\_\_  
Nicholas J. Malino  
Co-Managing Member

By:   
\_\_\_\_\_  
Manager

By: Nicholas Malino

By: \_\_\_\_\_  
Manager

Additional Information

[nmalino@tangoequity.com](mailto:nmalino@tangoequity.com)  
<http://www.tangoequity.com>  
[rpmtangoequity@gmail.com](mailto:rpmtangoequity@gmail.com)  
917-226-0519 Best  
212-457-1516 NY  
203-987-4581  
805-729-3642

Email Address \_\_\_\_\_

Website \_\_\_\_\_

Best Phone \_\_\_\_\_

Exhibit A: Next Page Sharia Compliant Finance Examples

Exhibit B: Tango Banking Information

## Exhibit A: Sharia Compliant Finance Structure:

Company is seeking financing and requests that the financing be structured in a manner that is Sharia Compliant.

In example:

Musharaka: A tranche of capital is made available to the Company by a Capital Provider. The parties will determine by discussion and negotiation what a reasonable and acceptable amount of return is required for the capital provider and acceptable to the Company. The time duration for use of the funds must also be agreed upon. There would be a maturity date and certain “trigger” events (i.e. Sale, Acquisition, IPO, et.al.) that would enable the capital to be retired in the form of a “Call” provision held in the document by the Company. The amount to be paid to the capital provider would include the agreed upon profit participation or return.

Example Given:

Capital Provider provides \$1,000,000 to Company per an agreed upon Use of Proceeds.

At inception it is agreed by the parties that the Capital Provider would accept a profit participation of 15% per year.

“Call or Maturity” is 3 years or a “Trigger” Event.

At maturity Company pays out \$1,520,875 to Capital provider

\$1,000,000 Original Capital  
15% profit participation compounded for three years  
\$1,520,875

Capital is collateralized by the assets and revenues of the Company. Both parties are “sharing the risk” of the loss of the assets in the event of a downturn, setback or disaster.

Extension can be negotiated by the parties. We usually put a provision in the document permitting this.

In Example:

Murabaha: Company needs certain goods that can be re-packaged for resale. See Clause 3C3 “Transaction Value” in Consulting Agreement above. Capital Provider will provide the goods at a price that includes a margin above cost and allows company to repay installments.

In Example:

Ijara: Sale leaseback. These are utilized on a large scale in the capital markets today. We would structure where part of the lease payments would be allocated toward the final purchase.

Exhibit B:

TANGO RESEARCH BANK WIRE INSTRUCTIONS

TD BANK

Nick Malino: Account Holder

Account Name: Tango Research

Routing Number: 011103093

Account Number: 4366543986

60 Redding Road  
Redding, Connecticut

(203) 544-8108

Bank Manager: Zada Nalbani

Acct. Manager: Kimmar Mignott