3-MONTH RENEWAL

Performance-Guaranteed Marketing Agreement

Investor Acquisition Infrastructure

This Agreement ("Agreement") is entered into as of **July 31, 2026** by and between:

Client: Nitya Capital, LLC ("Client")

Agency: Leadfins, represented by Ziyad Ahmed ("Agency")

1 Scope of Work

Agency agrees to deliver the following services to support the Client's capital-raising efforts, including the Tides on McDowell property and future deals, during the term of this Agreement:

ADS & TRAFFIC

- End-to-end Meta ad strategy, campaign setup, and ongoing optimization
- 40 to 60+ fresh ad creatives per month, including static posts, carousels, and video ads, which is required to keep cost per lead low as ad spend scales
- Ad script production aligned with investor psychology and deal-specific angles
- Creative rotation of 40-60+ ads per ad set, aligned with Meta's Andromeda algorithm requirements
- Targeting setup and ongoing audience optimization
- Weekly reporting on cost per lead, cost per booked call, and strategic budget scaling recommendations

FUNNEL INFRASTRUCTURE

- High-converting VSL (Video Sales Letter) landing page
- Unlimited new landing pages so that the Client can raise for multiple properties at once
- Investor qualification form with accreditation confirmation and $25K minimum filters
- Call booking and calendar flow integration

- FAQ and objection-handling sections
- Call confirmation pages with trust-building video assets
- Opt-in pages and post-opt-in strategy
- Page and form A/B testing

BACKEND SYSTEMS

- CRM setup and lead tagging within the Client's CRM
- Lead routing to the appropriate follow-up path (junior sales, VP of Sales, or CEO)
- 10-20 post-opt-in email sequences
- 10-20 pre-call email sequences
- 10-20 reactivation email sequences
- No-show follow-up and post-call nurture emails so that missed calls get rebooked and undecided investors stay warm
- SMS automation and reminder system
- End-to-end tracking from ad click to funded investor (cost per funded investor)

ONGOING OPTIMIZATION & GROWTH

- Sales intelligence where the Agency reviews investor calls and uses what is learned to improve ad targeting, lead quality, and messaging over time
- Video content campaign built and ready to turn on when the Client has content, so that every lead who books a call sees the Client's videos repeatedly before the meeting and shows up warmer
- Monthly refresh of all messaging with current market data, deal timelines, and market conditions so that investors have a clear reason to act now
- Quarterly deal launch campaigns where the Agency emails and runs ads to the Client's existing lead list every time a new property is opened, so that each raise starts with warm investors instead of cold ones. Optional quarterly webinar included if the Client wants to present the deal live
- New campaign builds for additional properties at no additional cost

All components are delivered as a fully done-for-you service with minimal involvement required from the Client's team. The Agency will build and operate within the Client's existing CRM, Meta ad account, and any other relevant tools.

2 Eligibility Requirements

To maintain the engagement and ensure optimal campaign performance, the Client must:

- Maintain a minimum monthly ad spend of $5,000 per month paid directly to Meta. The Agency and Client may jointly agree to adjust this amount.
- Respond to inbound leads within 5-10 minutes via call and SMS, consistent with the Client's existing lead response protocol. The Client agrees to grant the Agency read access to CRM lead response time reports to verify compliance.
- Maintain an active Meta ad account in good standing throughout the Agreement.
- Provide all requested assets (brand scripts, avatar documents, pitch deck materials, video recordings for VSL content) and account access (CRM platform) within 5 business days of request.
- Maintain sufficient sales team availability to handle investor calls, including junior sales representatives, VP of Sales, and CEO as needed.

Failure to meet any of these requirements may impact campaign performance and delivery timelines. The Agency is not responsible for performance degradation resulting from Client non-compliance with these requirements.

3 Payment Terms

TERM	INVESTMENT
3-Month Engagement	$5,500 per month

- The initial term is 3 months, running from **July 31, 2026 to October 31, 2026**. Service fee of $5,500 is due on the first of each month for the duration of the Agreement.
- Ad spend is a separate expense paid directly by the Client to Meta. Minimum monthly ad spend: $5,000 (not paid to the Agency).
- After the initial 3-month term, the Agreement can be renewed on a 3 to 6-month basis unless either party provides 14 days' written notice of non-renewal prior to the next billing cycle.

Failure to pay the service fee within:

- 7 days of due date: Agency reserves the right to pause all advertising activity.
- 14 days of due date: Agency reserves the right to suspend all services and funnel infrastructure.

4 Timeline and Implementation

The Agency will deliver the full infrastructure according to the following timeline:

PHASE	DESCRIPTION
Day 1-2	Ad creative and script production (diverse angles: tax write-offs, growth-oriented, etc.)
Day 3-5	Funnel infrastructure build: VSL landing page, qualification form, call booking, FAQ sections
Day 6	Email follow-ups, retargeting audiences, CRM tagging, and SMS automation
Day 7+	New campaign launch, data gathering, and ongoing optimization

First investor calls are expected to be booked within 7-25 days of campaign launch.

5 Client Responsibilities

The Client agrees to:

- Provide all requested assets including brand scripts, avatar documents, pitch deck materials, deal information, and video recordings for VSL and ad content within 3 business days of request.
- Grant access to CRM (including read access to lead response time reports), Meta Business Manager, and any other relevant platforms.
- Respond to inbound leads within 5-10 minutes via call and SMS.
- Maintain sufficient sales team bandwidth to handle investor calls.
- Own and manage the sales process from the point a call is scheduled. The Agency is not responsible for call outcomes, close rates, or capital commitments.
- Maintain open lines of communication and provide feedback as needed for optimization.
- Report all investor conversions to the Agency within 7 business days of the conversion event.

6 Intellectual Property and Ownership

- All deliverables produced under this Agreement, including funnels, landing pages, email sequences, CRM workflows, ad creatives, scripts, campaign structures, and lead data, remain the property of the Agency until full payment of all outstanding fees.
- Upon full payment of all outstanding fees, ownership of the entire end-to-end infrastructure and all data transfers permanently to the Client.

- The Agency retains the right to showcase anonymized results as portfolio or marketing material unless otherwise agreed in writing.

7 Confidentiality

Both parties agree to maintain strict confidentiality of all proprietary and sensitive information shared during the course of this engagement, including but not limited to investor data, campaign performance metrics, deal terms, and business strategies. This obligation survives termination of the Agreement.

8 Out-of-Scope Services

The following items are not included in this Agreement and require separate investment if requested:

- Sales call handling, investor call closing, or any post-call sales activities (handled exclusively by the Client)
- Full website redesign or pages not directly tied to the investor acquisition funnel
- Long-form content production such as podcasts, documentary-style videos, or case study films
- TikTok, LinkedIn, or other non-Meta advertising platforms
- Cold email campaign management
- AI voice calling system setup

The Agency may provide guidance and best-practice recommendations for the above items as a courtesy.

9 Change Orders

The scope of this Agreement covers the infrastructure and campaigns for the Client’s current and upcoming deals, beginning with Tides on McDowell. If the Client requires material changes to scope during the engagement, including but not limited to building new funnels for additional properties beyond the included quarterly deal launches, producing entirely new creative sets for different deals, or restructuring CRM workflows beyond routine optimization, such changes require a written change order agreed upon by both parties and may incur additional fees.

Routine optimization of existing campaigns, creative refreshes within the original scope, and minor CRM adjustments are included in the base service fee and do not require a change order.

10 Limitation of Liability

The Agency’s liability under this Agreement shall not exceed the total service fees paid by the Client in the last 30 days. The Agency is not liable for indirect, incidental, or consequential damages, including but not limited to lost capital commitments, investor losses, or opportunity costs.

The Agency does not guarantee any specific amount of capital raised, number of investors closed, or investment commitments.

11 Term and Termination

- The initial term is 3 months beginning on the date specified above.
- After the initial 3-month term, the Agreement can be renewed on a 3 or 6-month basis unless either party provides 14 days' written notice of non-renewal.
- Either party may terminate with 14 days' written notice after the initial 3-month term.
- Early termination by the Client during the initial 3-month term forfeits any remaining prepaid fees and the balance of the initial term commitment.
- Upon termination, the Client retains full ownership of all infrastructure, data, and assets built during the engagement, subject to full payment of all outstanding fees as outlined in Section 6.

12 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State where the Client is headquartered, without regard to its conflict of law principles.

13 Entire Agreement

This document represents the full agreement between the Client and the Agency and supersedes all prior discussions, agreements, or understandings, whether written or verbal. Any modifications to this Agreement must be made in writing and signed by both parties.

Signatures

CLIENT — NITYA CAPITAL

Signature

Swapnil Agarwal

Printed Name

Title

Date

AGENCY — LEADFINS

Signature

Ziyad Ahmed

Printed Name

Title

Date