

TERM SHEET

This Term Sheet, dated, July ___, 2020, summarizes the basic terms and conditions by which the below seller of shares in XXXX Inc. (XXXX) (hereinafter collectively the “SELLER” or “SELLERS”) and _____ and/or its assigns (hereinafter the “PURCHASER”) subject to the contingencies described below.

Stock Purchase: SELLERS agrees to sell, and PURCHASER agrees to purchase from SELLER: 0,000,000 restricted common shares, and 0,000,000 unrestricted common shares, out of the 0,000,000 common shares outstanding of MZKR, for \$400,000.00 USD.

No Liabilities or Assets: All liabilities are to be cancelled, or paid off in full, at Closing and the Company will have no assets.

Closing Date: The closing of the transactions contemplated hereby (“The Closing”) will occur on or before July 0, 2020 (the “Closing Date”).

Contingencies & Final Documents:

Upon execution of this Term Sheet by the parties, Purchaser shall wire transfer a deposit in the total sum of FIFTY THOUSAND and no/100 U.S. Dollars (\$50,000) to the escrow agent, along with proof of funding for the remaining balance.

The parties will endeavor to perform the following as stated below;

- (a) Completion of all due diligence within two weeks after of the execution of this agreement.
- (b) Remaining purchase price of FOUR HUNDRED FIFTY THOUSAND and no/100 U.S. Dollars (\$450,000.00) shall be delivered to the escrow agent, on or before July 17, 2020
- (c) Execution of a definitive merger and stock purchase agreement(s) signed by the parties, containing customary representations and warranties and other terms as the parties may have agreed on or before January 17, 2020
- (d) Upon Closing, PURCHASER shall be responsible for all the filing and associated costs. SELLER will provide all necessary documents in timely manner to assist with the related filings.
- (e) Upon the escrow agents’ receipt of the total purchase price of \$400,000.00, SELLERS shall send to escrow agent:

- a. Stock Certificates Representing 0,000,000 of the common outstanding shares, (with medallion guarantees, notarization and/or other similar certification which is acceptable to XXXX's Transfer Agent); and
- b. The Corporate Books and Records of XXXX.
- c. The resignation of certain XXXX's officers and directors, and, the appointment of PURCHASER's designee(s) as officers and directors XXXX.

This Term Sheet is a non-binding instrument and any terms herein will be superseded by the terms of a SPA, if any. Each party is responsible for its own fees and expenses in connection with this instrument.

PURCHASER

SELLER
