

MARKETING COMPLETION FUND, INC.
(A Delaware Corporation)

SOLICITING DEALER AGREEMENT

\$500,000

8% Convertible Note @ \$1.00 per Note
Minimum Investment: 20,000 Notes (\$20,000)

March 27, 2018

Marketing Completion Fund, Inc., a Delaware corporation (the “Company” or “MCF”) is offering for sale of up to \$500,000 of newly-issued Convertible Notes to a group of securities dealers (the “Selling Group” or individually a “Selling Group Member”) for soliciting offers for the purchase of the Convertible Notes. The terms of the Offering are set forth in the Company’s Note Purchase Agreement originally published in March 2018, as may be supplemented from time to time. The Convertible Notes will be offered during a period commencing on the date of the Note Purchase Agreement and continuing until the date that \$500,000 in Convertible Notes is sold or September 30, 2018, unless extended. Terms used, but not otherwise defined in this Agreement, have the same meanings as in the Note Purchase Agreement.

You are invited to become a Soliciting Dealer for the sale of the Convertible Notes and by your confirmation hereof you agree to act in such capacity and to use your best efforts, in accordance with the following terms and conditions, to find Purchasers for the Convertible Notes.

1. You hereby confirm that you (i) are a member in good standing of the Financial Industry Regulatory Authority, Inc. (“FINRA”), (ii) are qualified and duly registered to act as a broker-dealer within all states in which you will sell the Convertible Notes, (iii) are a broker-dealer duly registered with the Securities and Exchange Commission (“SEC”) pursuant to the Securities Exchange Act of 1934, as amended (“Exchange Act”), (iv) will maintain all such registrations and qualifications in good standing for the duration of your involvement in the Offering and (v) do not fall under the “Bad Actor” disqualifications Rule 506(d) described in the attached Addendum.

2.

(a) You hereby agree to solicit, as an independent contractor and not as an agent of the Company or its affiliates, persons acceptable to the Company to purchase the Convertible Notes pursuant to the Purchase Agreement and Escrow Instructions and/or Instructions to Investors and Subscription Agreement in the forms attached to the Note Purchase Agreement for the Convertible Notes (collectively, the “Purchase Agreements”) and in accordance with the terms of the Note Purchase Agreement, and to diligently make inquiries as required by this Agreement, the Note Purchase Agreement or law of all prospective Purchasers in order to ascertain whether a purchase of the securities is suitable for the Purchaser. You shall not solicit the purchase of Convertible Notes in a manner that such solicitation constitutes a public offering under the Securities Act of 1933, as amended (“Securities Act”). In accordance with the instructions set forth in the Purchase Agreements, all funds received by you with respect to any Purchase Agreements shall be transmitted to the Company by the end of the next business day following receipt thereof. The Company will be responsible for the prompt deposit of funds for the purchase of Convertible Notes with the designated Escrow Bank. The funds shall be maintained in accordance with SEC Rule 15c2-4. No Purchase Agreements shall be effective unless and until accepted by the Company, it being understood that the Company may accept or reject any investor in their sole and absolute discretion and that the Company may terminate the Offering of Convertible Notes at any time for any reason.

(b) You agree that before participating in the Offering of the Convertible Notes, you will have reasonable grounds to believe, based on information made available to you by the Company through the Note Purchase Agreement that all material facts are adequately and accurately disclosed in the Note Purchase Agreement and provide a basis for evaluating the Company and the Convertible Notes.

(c) You agree not to rely upon the efforts of the Company in determining whether the Company has adequately and accurately disclosed all material facts upon which to provide a basis for evaluating the Company to the extent required by federal or state law, or FINRA. You further agree to conduct your own investigation to make that determination.

(d) You agree not to execute any sale of the Convertible Notes into a discretionary account without prior written approval of the transaction by the Purchaser.

(e) You agree to retain in your records and make available to the Company, for a period of at least six (6) years following the Offering Termination Date, information establishing that each person who purchases the Convertible Notes pursuant to Purchase Agreements solicited by you is within the permitted class of Purchasers under the requirements of the jurisdiction in which such Purchaser is a resident and the suitability requirements set forth in the Note Purchase Agreement and the Purchase Agreements.

(f) All Purchase Agreements solicited by you will be strictly subject to acceptance thereof by the Company. The Company reserves the right in its absolute discretion to reject any such Purchase Agreements and to accept or reject Purchase Agreements in the order of their receipt by the Company, as appropriate or otherwise. Neither you nor any other person is authorized to give any information or make any representation other than those contained in the Note Purchase Agreement or in any supplemental sales literature furnished by the Company for use in making solicitations about the offer and sale of the Convertible Notes.

(g) You may offer the Convertible Notes at the offering prices set forth in the Note Purchase Agreement subject to the terms and conditions thereof.

(h) The Company will provide you with such number of copies of the Note Purchase Agreement and such number of copies of Amendments and Supplements thereto as you may reasonably request. The Company may provide you with certain supplemental sales material to be used by you about the solicitation of purchases of the Convertible Notes. If you elect to use such supplemental sales material, you agree that such material shall not be used about the solicitation or purchase of the Convertible Notes unless accompanied or preceded by the Note Purchase Agreement, as then currently in effect, and as it may be amended or supplemented in the future.

(i) You agree that you will not offer the Convertible Notes for sale to any Purchaser who has not confirmed to you, in writing before the offer, that such Purchaser meets the Purchaser Suitability Requirements set forth in the Note Purchase Agreement.

(j) Subject to certain conditions and in consideration of your services hereunder, the Company will pay you sales commissions of ____% of the purchase price of Convertible Notes sold by you (the "Commissions"). You shall also receive up to ____% of the purchase price of the Convertible Notes sold by you for expenses incurred by you for due diligence related activities. Payment of the Commissions and the Allowances shall be subject to the following conditions:

(1) No Commissions or Allowances will be payable with respect to any Purchase Agreements that are rejected by the Company or in the event the Company terminates the Offering for any reason whatsoever.

(2) No Commissions or Allowances will be payable to you with respect to any sale of the Convertible Notes by you unless and until the Company has received the total proceeds of any such sale from the Escrow Account and such Commissions and Allowances related to the total proceeds has been collected by the Company. For purposes of this Agreement, the term “collected” shall mean when such Commissions and Allowances related to the total proceeds have cleared normal banking channels and have been settled in the form of cash in the Company’s bank account.

Payment of the Allowances will also be subject to the following additional conditions:

(3) Any such expenditures must have been pre-approved by the Company as to amount and purpose; and

(4) The Company must be provided with such documentation as may reasonably be requested by the Company to account for the amount or nature of the expenditures.

All other expenses incurred by you in the performance of your obligations hereunder, including but not limited to expenses related to the Offering of the Convertible Notes and any attorneys’ fees, shall be at your sole cost and expense, and the foregoing shall apply notwithstanding the fact that the Offering is not consummated for any reason.

Once Commissions or Allowances become payable, they will be paid on the first and fifteenth of each month.

(k) For the sale of Convertible Notes, you will instruct all Purchasers to make their checks payable to the designated escrow agent for Convertible Notes in Marketing Completion Fund, Inc.

(l) You agree that in recommending to a Purchaser the purchase, sale or exchange of the Convertible Notes, you shall:

(1) Have reasonable grounds to believe, based on information obtained from the Purchaser concerning his/her investment objectives, other investments, financial situation and needs, and any other information known by you, that:

(A) The Purchaser meets the Purchaser Suitability Requirements set forth in the Note Purchase Agreement;

(B) The Purchaser is or will be in a financial position appropriate to enable him/her to realize to a significant extent the benefits described in the Note Purchase Agreement;

(C) The Purchaser has a fair market net worth sufficient to sustain the risks inherent in the investment, including loss of investment and lack of liquidity; and

(D) The investment is otherwise suitable for the Purchaser; and

(2) Maintain in your files for six (6) years following the Offering Termination Date records and information disclosing the basis upon which the determination of suitability was reached as to each Purchaser.

(m) You agree that before executing a purchase transaction in the Convertible Notes, you will inform the prospective Purchaser of all pertinent facts relating to the liquidity and marketability of the Convertible Notes, as appropriate, during the term of the investment.

(n) You hereby undertake and agree to comply with all obligations applicable to you as set forth in FINRA rules.

3. This Agreement may be terminated by the Company at any time upon five (5) days written notice to you.

4. In soliciting persons to acquire the Convertible Notes, you agree to comply with any applicable requirements of the Securities Act, the Exchange Act, applicable state securities laws, the published rules and regulations thereunder and FINRA rules and you agree that you will not give any information or make any representations other than those contained in the Note Purchase Agreement and in any supplemental sales literature furnished to you by the Company for use in making such solicitations.

5. It is understood that under no circumstances will you engage in any activities hereunder in any state in which you are not properly licensed to offer and sell Convertible Notes.

6.

(a) The Company agrees to indemnify and hold you harmless against all loss, liability, claim, damage and expense whatsoever ("loss") arising out of or based upon:

(1) Any untrue statement or alleged untrue statement of a material fact contained in the Note Purchase Agreement, (as from time to time it is amended and supplemented), or in any application or other document ("application") filed in any jurisdiction to qualify the Convertible Notes under or exempt the offering of the Convertible Notes from the registration or qualification requirements of the securities laws thereof;

(2) The omission or alleged omission from the Note Purchase Agreement (as from time to time it is amended and supplemented) of a material fact required to be stated therein or necessary to make the statements therein not misleading;

(3) The failure of the Company to comply with any of the applicable provisions of the Securities Act, the Exchange Act, Regulation D or the regulations thereunder or any applicable state laws or regulations;

(4) Any unauthorized verbal or written representations about the Offering made by the Company or its agents, employees or affiliates in violation of the Securities Act or any other applicable federal or state securities laws and regulations; or

(5) The breach by the Company of any term, condition, representation, warranty or covenant of this Agreement.

(b) If any action is brought against you in respect of which indemnity may be sought hereunder, you shall promptly notify the party or parties against whom indemnification is to be sought in writing of the institution of such action, and the Company shall assume the defense of such action. You shall have the right to employ counsel in any such case. The fees and expenses of such counsel shall be the Company's expense and authorized in writing by the Company.

(c) The Company agrees to promptly notify you of the commencement of any litigation or proceedings against the Company or any of its officers, directors, members or agents about the issuance and sale of the Convertible Notes or about the Note Purchase Agreement.

(d) The indemnity provided to you pursuant to this Section 6 shall not apply to the extent that any loss arises out of or is based upon any untrue statement or alleged untrue statement of material fact

made by you or any other selling agents or any omission or alleged omission of a material fact required to be made by you or any other selling agents.

7. You agree to indemnify and hold harmless the Company and its manager, members, and their partners, directors, officers, employees and agents, including, but not limited to, their attorneys and accountants (“Parties”), against all loss, liability, claim, damage and expense whatsoever (“loss”) arising out of or based upon:

(a) Any unauthorized verbal or written representations about the Offering made by you or your agents (other than by the Company or its employees or affiliates) in violation of the Securities Act, or any other applicable federal or state securities laws and regulations;

(b) Your failure to comply with any of the applicable provisions of the Securities Act, the Exchange Act, Regulation D (Rule 506(c)) or the regulations thereunder, the rules and requirements of FINRA, or any applicable state laws or regulations; or

(c) Your breach of any term, condition, representation, warranty, or covenant of this Agreement.

If any action is brought against the Parties in respect of which indemnity may be sought hereunder, the Parties shall promptly notify you in writing of the institution of such action, and you shall assume the defense of such action. The Parties shall have the right to employ counsel in any such case. The fees and expenses of such counsel shall be at your expense and authorized in writing by you.

You agree to promptly notify the Company of the commencement of any litigation or proceedings against you or any of your officers, directors, partners, affiliates or agents about the issuance and sale of the Convertible Notes or about the Note Purchase Agreement.

8. Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnification provided pursuant to Sections 6 and 7 is for any reason held to be unavailable from the Company, or you, as the case may be, the Company, on the one hand, and you, on the other, shall contribute to the aggregate losses, liabilities, claims, damages and expenses (including any amount paid in settlement of any action, suit, or proceeding or any claims asserted) in such amounts as a court of competent jurisdiction may determine (or in the case of settlement, in such amounts as may be agreed upon by the parties) in such proportion to reflect the relative fault of the Company, on the one hand, and you, on the other hand, in connection with the events described in Sections 6 and 7 as the case may be, which resulted in such losses, liabilities, claims damages or expenses, as well as any other equitable considerations. The relative fault of the parties shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, on the one hand, or you, on the other, and the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such omission or statement. The Parties and any person who controls you shall also have rights to contribution under this Section 8.

9. All of your representations, warranties and agreements contained herein shall survive the delivery, execution and closing thereof.

10. This Agreement shall be governed by, subject to and construed in accordance with the laws of the State of Delaware. This Agreement constitutes the entire understanding between the parties hereto and supersedes any prior understandings or written or oral agreements between them respecting the subject matter hereof.

11. Any notice from the Company to you shall be deemed to have been fully given if mailed or emailed to you at your address set forth below.

12. Privacy Act. To protect Customer Information (as defined below) and to comply as may be necessary with the requirements of the Gramm-Leach-Bliley Act, the relevant state and federal regulations pursuant thereto and state privacy laws, the parties wish to include the confidentiality and non-disclosure obligations set forth herein.

(a) Customer Information. “Customer Information” means any information contained on a customer’s application or other form and all nonpublic personal information about a customer that a party receives from the other party. “Customer Information” shall include, but not be limited to, name, address, telephone number, social security number, health information and personal financial information (which may include consumer account number).

(b) Usage. The parties understand and acknowledge that they may be financial institutions subject too applicable federal and state customer and consumer privacy laws and regulations, including Title V of the Gramm-Leach-Bliley Act (15 U.S.C. 6801, et seq.) and regulations promulgated thereunder (collectively, the “Privacy Laws”), and any Customer Information that one party receives from the other party is received with limitations on its use and disclosure. The parties agree that they are prohibited from using the Customer Information received from the other party other than (i) as required by law, regulation or rule, or (ii) to carry out the purposes for which one party discloses Customer Information to the other party pursuant to the Agreement, as permitted under the use in the ordinary course of business exception to the Privacy Laws.

(c) Nondisclosure. The parties understand and acknowledge that they may be financial institutions subject too applicable federal and state customer and consumer privacy laws and regulations, including Title V of the Gramm-Leach-Bliley Act (15 U.S.C. 6801, et seq.) and regulations promulgated thereunder (collectively, the “Privacy Laws”) and any Customer Information that one party receives from the other party is received with limitations on its use and disclosure. The parties agree that they are prohibited from using the Customer Information received from the other party other than (i) as required by law, regulation or rule, or (ii) to carry out the purposes for which one party discloses Customer Information to the other party pursuant to the Agreement, as permitted under the use in the ordinary course of business exception to the Privacy Laws.

(d) Safeguarding Customer Information. The parties shall establish and maintain safeguards against the unauthorized access, destruction, loss, or alteration of Customer Information in their control which are no less rigorous than those maintained by a party for its own information of a similar nature. In the event of any improper disclosure of any Customer Information, the party responsible for the disclosure will immediately notify the other party.

(e) Survivability. The provisions of this Section 12 shall survive the termination of the Agreement.

13. Anti-Money Laundering Compliance Programs. Your acceptance of this Agreement constitutes a representation to the Company that you have established and implemented anti-money laundering compliance programs, in accordance with FINRA Rule 3310 and Section 352 of the Money Laundering Abatement Act and Section 326 of the Patriot Act of 2001, which are reasonably expected to detect and cause reporting of suspicious transactions about the sale of Convertible Notes. Your acceptance of this Agreement constitutes a representation by you that you have established and implemented anti-money laundering compliance programs, in accordance with FINRA Rule 3310 and Section 352 of the Money Laundering Abatement Act and Section 326 of the Patriot Act of 2001, which are reasonably expected to detect and cause reporting of suspicious transactions about the sale of Convertible Notes by you.

Please confirm this Agreement to solicit persons to acquire the Convertible Notes on the foregoing terms and conditions by signing and returning the enclosed form.

Very truly yours,

Brad Turner

Chief Executive Officer

Marketing Completion Fund, Inc.

By: _____

(Signature)

March 27, 2018

Managing Broker-Dealer

Re: Offering of Convertible Notes in Marketing Completion Fund, Inc.

Gentlemen:

The undersigned confirms its agreement to act as a Soliciting Dealer as referred to in the foregoing Soliciting Dealer Agreement, subject to the terms and conditions of such Agreement. The undersigned confirms that it is a member in good standing of the Financial Industry Regulatory Authority, Inc., and is qualified under federal law and the laws of the states in which sales are to be made by the undersigned to act as a soliciting dealer.

Dated: March __, 2018

Print Name of Firm)

(Print name of Authorized Principal & Title)

X _____
(Authorized Principal)

Address: _____

Phone: _____

Email Address: _____

Tax ID No: _____

CRD#: _____

SOLICITING DEALER ADDENDUM

SEC Rule 506(c) of the Securities Act of 1933

Name of Broker-Dealer: _____

Contact Person/Contact Information: _____

The above-named Broker-Dealer represents the following:

(i) None of (A) the undersigned Broker-Dealer; (B) any of its directors, executive officers, other officers participating in the Offering, or the general partner or managing member of Broker-Dealer, or any director, executive officer, other officer participating in the Offering, general partner or manager of any such general partner or managing member of Broker/Dealer; or (C) any person that has been or will be paid by Broker-Dealer, directly or indirectly, remuneration for solicitation of purchasers in the Offering, or any director, executive officer, general partner, managing member or other officer participating in the Offering, of such solicitor or of any general partner or managing member of such solicitor [each of (A) through (C) inclusively a “Covered Person” and together “Covered Persons”] is subject to any of the “Bad Actor” disqualifications described in Rule 506(c) of Regulation D promulgated under the Securities Act of 1933, as amended (each a “Disqualification Event”), except for a Disqualification Event (I) described in Rule 506(c)(2) of Regulation D promulgated under the Securities Act of 1933, as amended, and a reasonable detailed description of which has been furnished to Marketing Completion Fund, Inc. in writing.

(ii) The undersigned will notify Marketing Completion Fund, Inc. in writing of (A) any Disqualification Event relating to any “Covered Person” not previously disclosed accordance with (i) above, and (B) any event that would, with the passage of time, become a Disqualification Event relating to any “Covered Person.”

The undersigned agrees to advise the contact person noted above as promptly as practicable if there is any change which would cause the above representations to be untrue or inaccurate.

Dated: March __, 2018

(Printed Name of Broker-Dealer)

By: _____

Signature of Authorized Signatory)

(Print Name/Title Authorized Signatory)