

IPG DUE DILIGENCE AGREEMENT

This agreement contains a good faith investor, escrow deposit, and confidentiality agreement and is between Internet Promise Group (IPG) Inc. a California corporation with a corporate address 21250 Hawthorne Blvd. Suite 500, Hawthorne, CA 90503 and a potential SEC Rule 506, Regulation D Accredited Investor in IPG identified as:

Name _____ Tel: _____ email _____
Address _____

This due diligence good faith agreement is to facilitate a mutual due diligence process between IPG and the potential investor identified above. After a good faith deposit has been made and potential investor had signed this serious good faith investor agreement, we then are obligated to engage in full disclosure to the potential investor to help the potential investor make informed investment decisions.

These disclosures include (i) our detailed prospectus, prepared for subsequent S1 filing, (ii) our first to market product videos currently completed and in the making, (iii) our business and technical plans for the first three products to the market and (iv) no-holds barred question answer sessions with a group of potential serious investors.

As a part of this agreement, I, a potential investor, represent as follows:

1. I am the person, as above, and am not acting as proxy for someone else, am not a journalist and neither affiliated with any part of the media.
2. I have good faith interest in becoming a potential investor at a time of my own choosing. I am considered an accredited investor under SEC Regulation 506 D. and have enough investable funds to meet the minimum investment objective of 5 to 100 million dollars.
3. I have good faith interest in helping IPG succeed in other ways, including playing executive and advisory roles and would hold any information provided to me in utmost confidence. If I wish to bring in or introduce other potential SEC Rule 506, Reg. D Accredited Investors, I will first seek permission from IPG and identify additional potential Investors.

CONFIDENTIALITY AGREEMENT

1. I, the potential investor, agree to hold, without any mental reservation of any type, any digital and oral information content provided to me by IPG in confidence exclusively for the due diligence until IPG chooses to make it public, and is being provided to me exclusively for due diligence purposes for making my own investment decisions.
2. If I, breach this agreement, IPG is entitled the full extent of the law under Federal Trade Secret Act to pursue all remedies, including injunction and money damages. In case damages are difficult to ascertain, a clause for liquidated damages would be agreed to.

Signature: _____ Name: _____ Date: _____