

DealBox Ventures LLC

Forward-Looking Statements

This presentation, like many written and oral communications presented by DealBox Inc., and our authorized officers, may contain certain forward-looking statements regarding our prospective performance and strategies. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995, and are including this statement for purposes of said safe harbor provisions. Forward-looking statements, which are based on certain assumptions and describe future plans, strategies, and expectations of the Company, are generally identified by use of words "anticipate," "believe," "estimate," "expect," "intend," "plan," "project," "seek," "strive," "try," or future or conditional verbs such as "could," "may," "should," "will," "would," or similar expressions. Our ability to predict results or the actual effects of our plans or strategies is inherently uncertain. Accordingly, actual results may differ materially from anticipated results. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this release. Except as required by applicable law or regulation, DealBox, Inc. undertakes no obligation to update these forward-looking statements to reflect events or circumstances that occur after the date on which such statements were made.

Illiquidity

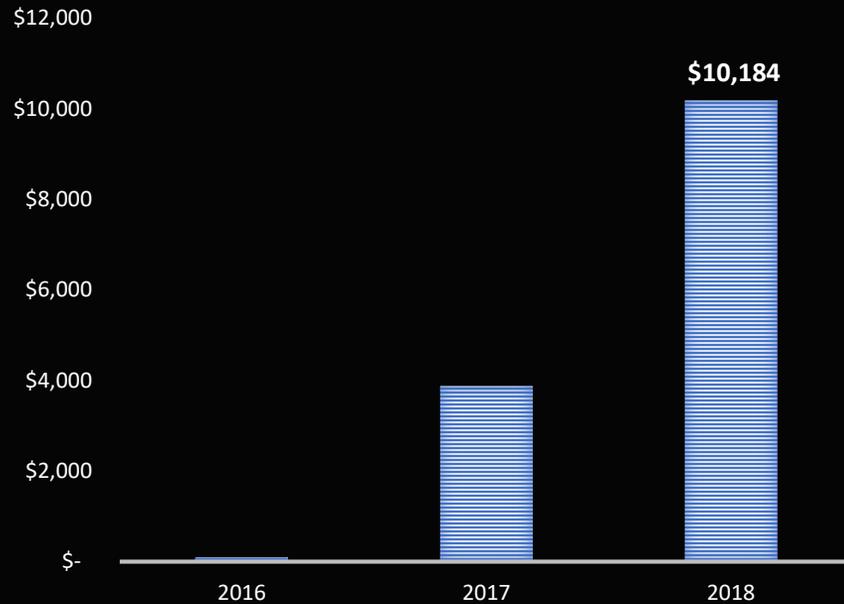
One of the greatest limitations to investing in alternative asset classes, private offerings is illiquidity. For those with access to venture capital funds, illiquidity is still a significant limitation.

One of the most compelling aspects to investing in ICO tokens is the availability of secondary markets that disrupt the illiquidity equation and that is transforming the industry of early-stage, pre-IPO investing.

\$10.1 billion

ICO Market

TOTAL ICO FUNDING (\$ MIL)

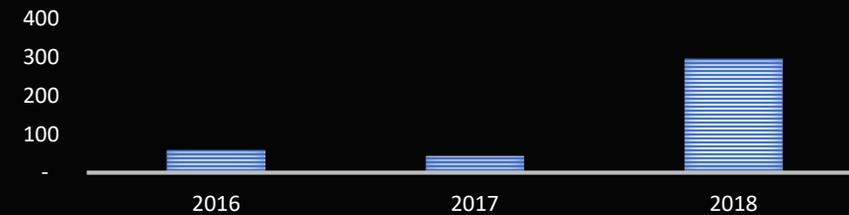


\$10.1 billion has been invested in the first six months of 2018 alone, already 165% more than the entirety of 2017. The ICO market has continued to build momentum...

VC FUNDING (\$ MIL)



VC ROUNDS



...and venture capital is getting more active in the space, providing investors with a curated approach to investment.

Who We Are

DealBox Ventures

A wholly-owned subsidiary of Cap Value, Inc., a San Diego-based capital advisory firm. We have valuable access to information, robust access to proprietary deal-flow and an extensive network that helps guide strategic investment opportunities.



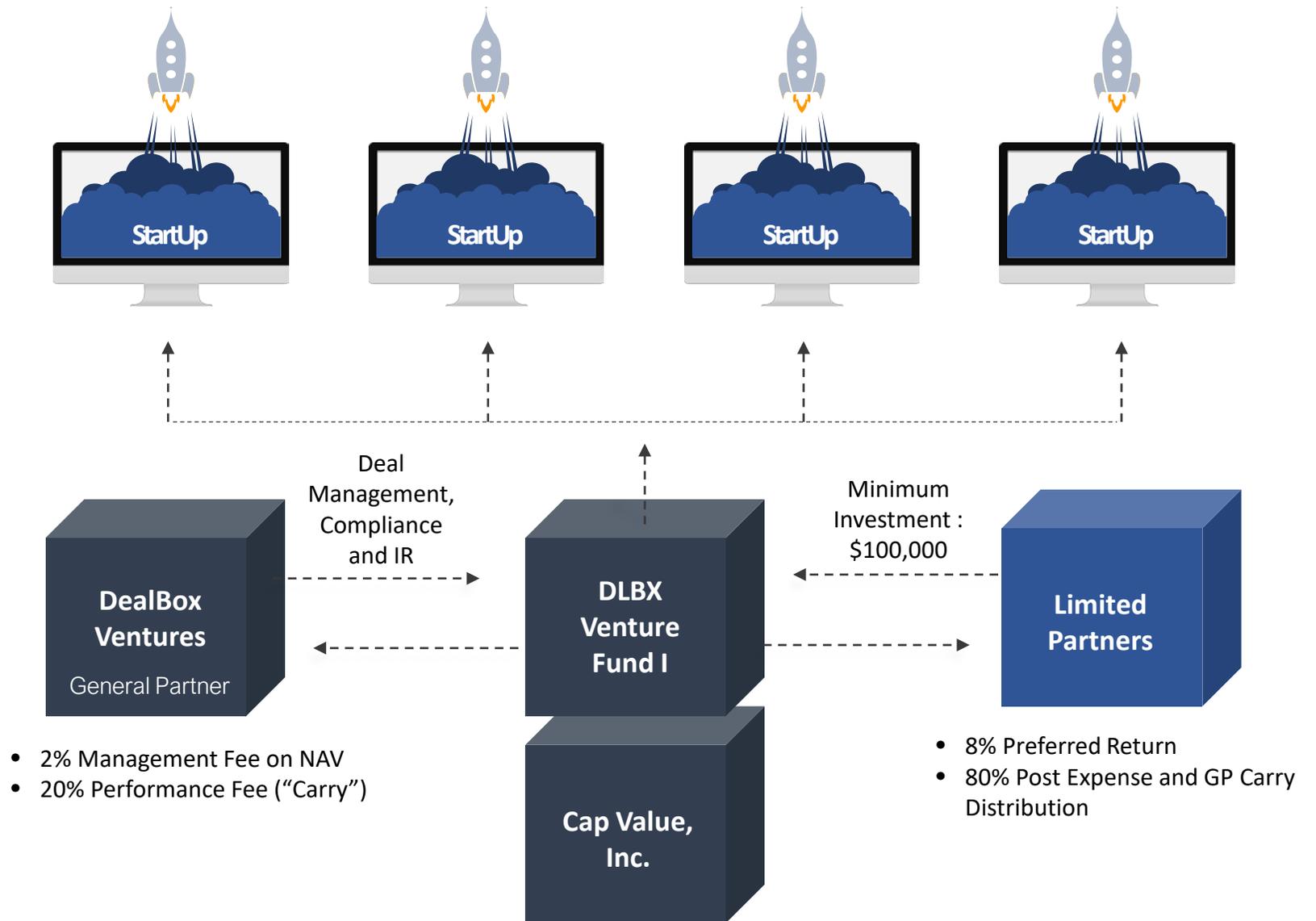
The token economy is arriving and venture capital is on the front lines. In the coming years, blockchain tokens will offer VC funds a new mechanism to raise capital and maintain control of the investor base, and the impact will not be confined to those firms investing in blockchain technology.

Overview of Organizational Structure

DealBox Ventures is a newly formed Delaware limited liability company which will hold its investments in underlying company (assets) through special purpose vehicles formed as limited partnerships (e.g., DLBX Venture Fund I).

The special purpose vehicles will be managed by DealBox Ventures LLC (general partner) pursuant to a management agreement.

DealBox Ventures intends to market DLBX Tokens issued by DealBox Ventures to qualified investors.



Differentiated Approach

Investors in DLBX Tokens participate on a pro rata basis in Fund realizations of profits...in perpetuity. As long as they hold their tokens.

The **DLBX Token** offering seeks to improve upon the ICO model by:

- Providing the token holder the benefit of a traditional security while
- Maintaining the flexibility to provide discretionary practical benefits to holders of DLBX tokens.

Compliance

Through our partnership with tokenIQ, we ensure that all investors are screened as "accredited investors" and all investors are subject to rigorous anti-money laundering (AML) and know-your-customers (KYC) verifications.

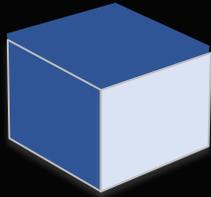


Network Effects

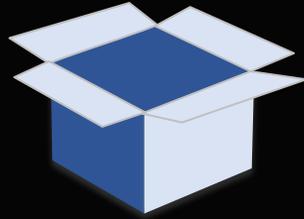
The more funded deals in portfolio,
The better those deals perform,
The **higher potential dividend** to the
Tokenholder and
The more value to the DLBX Token.

The more funded deals in the portfolio,
The **more practical benefits** available,
The more value to the DLBX Token.

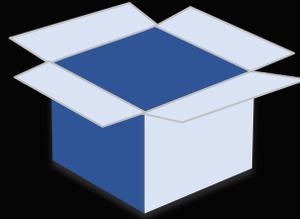
Risk Managed Process



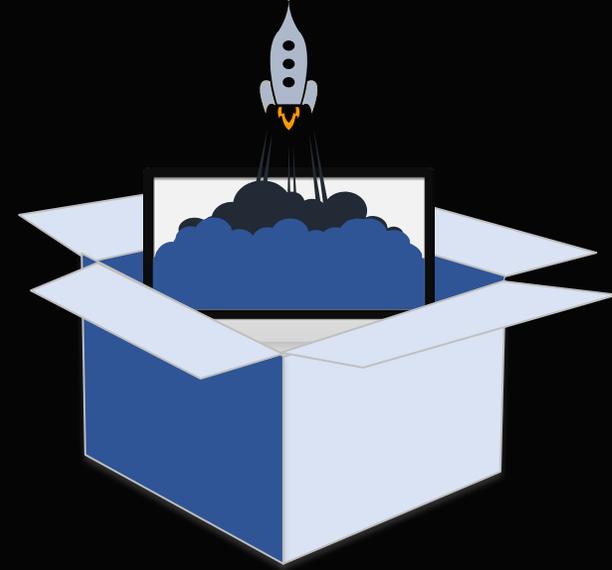
DealBox Inc.
Investment
Packaging & Due
Diligence



DealBox Ventures
Investment Seed /
Bridge Investment



Reg 506c SPV Offering
to Limited Partners
(step-up from
Seed/Bridge round)



DealBox Ventures
EXIT: RegA+ Offering
(step-up from SPV
Offering to LPs)

Liquidity

DealBox Ventures offers investors increased liquidity for investors compared with traditional venture capital funds.

DLBX Tokens are expected to be liquid and may be traded by DealBox Ventures Tokenholders (subject to the terms of the DLBX Tokens).*

We believe this enhanced liquidity will allow more investors to participate.

Tactics to Increase Liquidity

- We will publish the NAV report on the DealBox Ventures website.
- Manage IR and Media campaigns on behalf of portfolio companies (good news and material progress will potentially influence the price and/or demand for DLBX Tokens in a positive way).

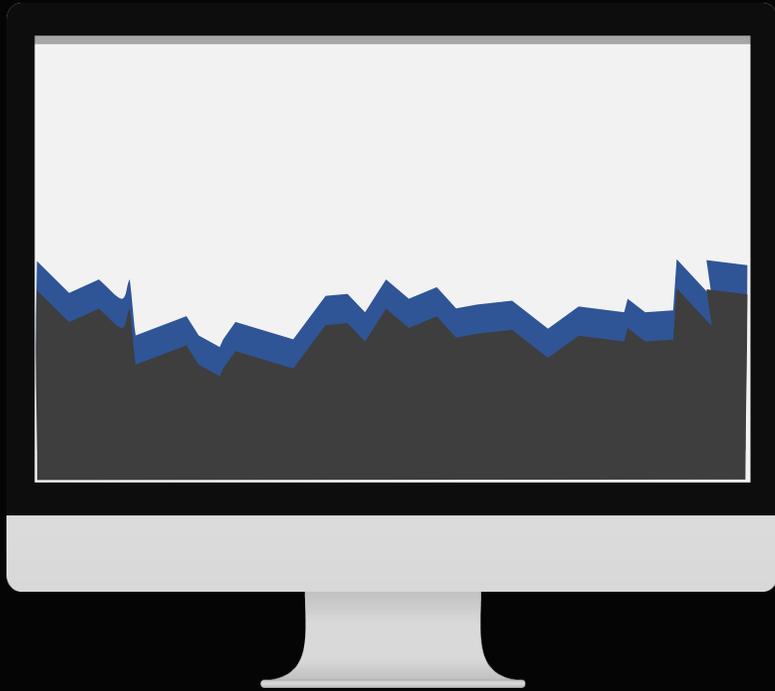
Important Notes:

(*) If an investor sells DLBX Tokens, the purchaser of those tokens receives the benefit of the potential upside of DealBox Ventures exits on portfolio holdings, depending on the underlying value of the holdings.

(**) This cuts both ways. If the underlying companies experience negative events it is reasonable to assume that would negatively impact DLBX Token demand. However, we are committed to transparency and believe that in the long-run, this and other best practices in governance will result in stronger investor trust and overall demand for our products.

Token Exchanges

DealBox Ventures intends to list the DLBX Tokens on an exchange as soon as practical after closing the Offering.



Typical contracting model between the fund and its limited partners is a lock-up from capital call until liquidity event.



Where We Invest

Categories we are focused on.

- The nexus of the industry where blockchain-based innovations are augmenting and replacing legacy systems and infrastructure; and
- Companies in high-growth markets that are facilitating the growth of their respective ecosystems.

Our core business strategy is to leverage the proprietary resources and experience of DealBox Ventures, and other affiliates in the Cap Value Ecosystem:

- DealBox, Inc. (due diligence)
- Canna Equities (cannabis marketing platform)
- Equity Round (growth stock marketing platform)
- DLBX (crypto and blockchain marketing platform)
- Cap Value (strategic advisory)



Our Strategy

Investment Criteria



Stage of Investments

Seed to B Round. Must have Minimally Viable Product (MVP).



Proprietary Product or Service

Highly differentiated and unique; superior products and services with clear advantage; and growth potential.



Investment Size

\$100,000 to \$500,000 per round.



Proprietary Vetting

We will only consider companies that have been vetted through the DealBox investment packaging process.



Type of Investment

Primarily convertible debt and equity.



Compliance and KYC

Higher threshold of compliance enforcement.



Management Team

Dedication to growing exceptionally successful businesses, possessing the requisite knowledge, experience and track record to do so.



Proprietary Quant Analysis

Our secret sauce.

Investment Sourcing



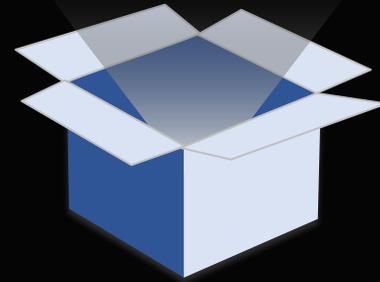
Sector / Sub-Sector Research

We undertake
proprietary research.



Our Network

We communicate regularly
with an extensive network of
industry professionals and
experts.



Public Presence

We take a role in organizing,
sponsoring and
participating in industry
events, and produce
proprietary content.



Deal Referrals

We receive a wide range of
business plans from our
community, social networks
and directly from
companies.

Our Advantage

Research shows that **ICOs that perform better** tend to have better information disclosure and transparency.

But in an unregulated market, information is often limited and the financial, non-financial and technical information that firms voluntarily disclose is questionable.

Our process provides comfort to investors that the underlying investments we make have been fully vetted, material information is available and they have access to the same information that we have that drive our buy and sell policies.

Companies we
invest in are
committed to
better
disclosure and
transparency.

Our Team



Thomas Carter
Founder, CEO



Robert Caruso
Director



Richard Swart
Director



Quentin Blackford
Director



John Nance
Advisor

The Offering

We intend to raise up to \$10 million through the issuance of up to 12 million DLBX Tokens at \$0.83 per token. Each DLBX Token will carry the following features:

- Royalty. DealBox Token holders will receive, on a pro rata basis, royalty payments for a 10-year period based on a percentage of DealBox gross profit in accordance with the following schedule:
 - Year 1: 20%
 - Year 2: 15%
 - Year 3+: 10%
- Warrant:
 - 10-year term
 - For each 50 Tokens held, Token holder will have the right to purchase 1 common share of DealBox Inc. at an Exercise price of \$7.50

Note: In the case of the sale of the Company or an IPO Tokens will automatically convert at a ratio of 1 DealBox share for every 10 DLBX Tokens held.

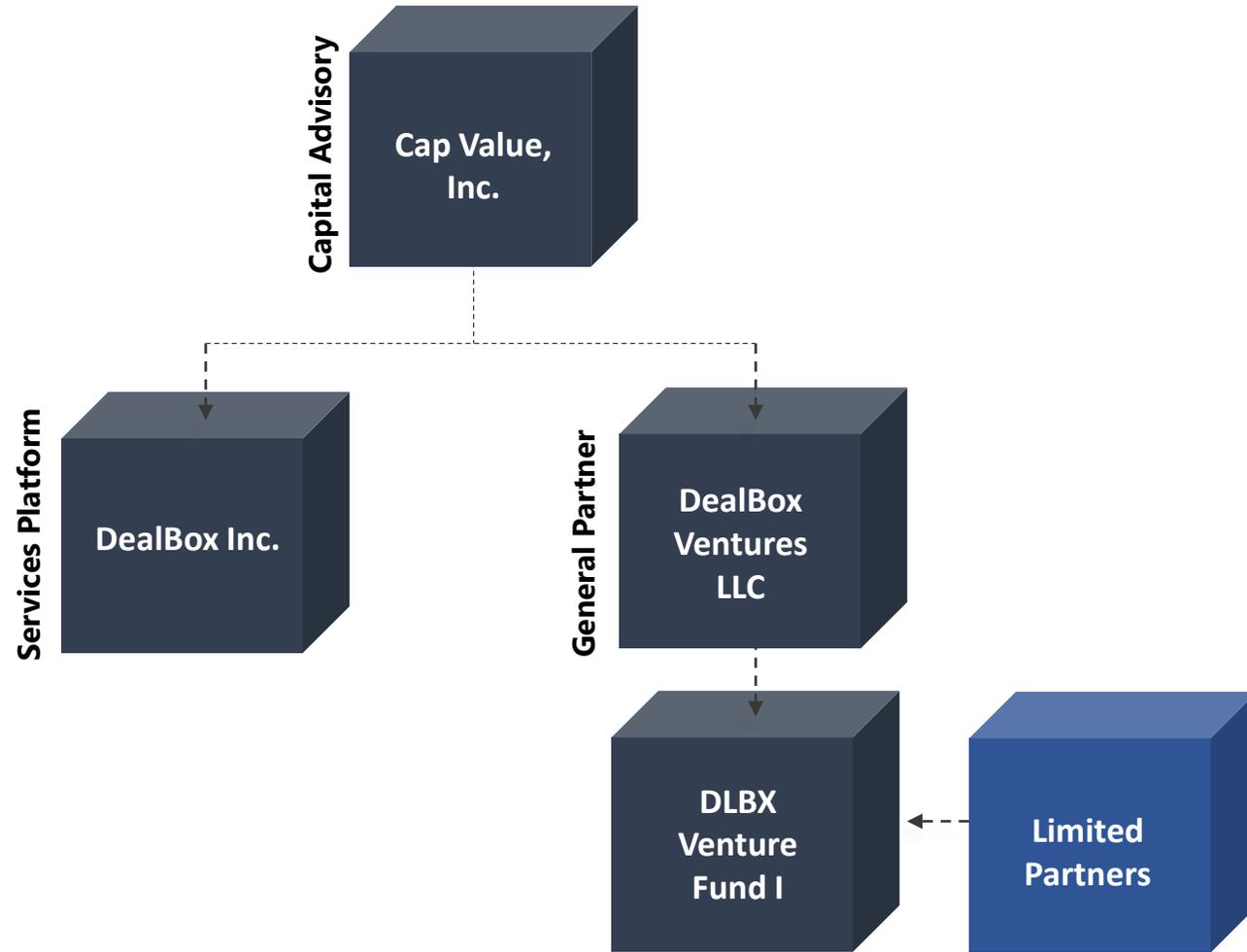
Use of Proceeds

Establishing \$10M seed fund under DealBox Ventures.

Rationale: Through our core services offerings we have the opportunity to vet numerous companies undertaking equity, debt and ICO offerings. We believe that we are uniquely positioned to identify the most attractive opportunities and to negotiate favorable terms that we believe will enable us mitigate traditional risks conventional venture capital firms face and capitalize on the opportunity for investment outperformance relative to peers investing in early-stage growth companies.

- Each investment will be vetted and approved by investment committee in accordance with proprietary quantitative & qualitative standards.
- Avg. investment size: \$100,000 to \$500,000

Organizational Structure



Terms

The Partnership	DealBox Ventures Fund I L.P., a Delaware limited partnership (the " <u>Partnership</u> "), is being formed for the purpose of investing in DLBX Tokens of DealBox, Inc. and conducting business ancillary thereto.
General Partner	The General Partner of the Partnership is DealBox Ventures LLC, Delaware limited liability company (the " <u>General Partner</u> "). The General Partner will control the business affairs of the Partnership; notwithstanding the foregoing, as described under "Investment Authority" below, the General Partner may, in its sole discretion, make an irrevocable election to cede responsibility for the Partnership's investment activities.
Principal	The principal of the General Partner is Thomas Carter (the " <u>Principal</u> "). The Principal, together with the General Partner's investment committee, will be primarily responsible for the Partnership's investment activities. However, neither will be required to commit his full business time to the operations of the Partnership. Notwithstanding the foregoing, as described under "Investment Authority" below, the General Partner may, in its sole discretion, make an irrevocable election to cede responsibility for the Partnership's investment activities.
Committed Capital	The Partnership is targeting investments aggregating \$10,000,000. The capital commitments to the Partnership are hereinafter referred to as " <u>Commitments</u> ". Commitments in excess of or less than this amount may be accepted at the sole discretion of the General Partner; provided that in no event shall aggregate Commitments be less than \$500,000.

Terms

Subscriptions; Qualifications	Persons interested in investing in the Partnership are required to review this Memorandum and the Agreements and to complete and return (i) to the General Partner the Subscription Agreement, copies of which will be made available to each prospective investor and (ii) to Bank of America (the " <u>Escrow Agent</u> ") the entire Commitment set forth in such prospective investor's Subscription Agreement for deposit into an escrow account maintained by the Escrow Agent (the " <u>Escrow Account</u> "). Subscriptions may be rejected in whole or in part in the General Partner's sole discretion. The General Partner will accept investments only from persons who are "accredited investors" as that term is defined under Rule 501 of Regulation D of the Securities Act of 1933, as amended.
Minimum Investment	The minimum Commitment of each Limited Partner of the Partnership (each, a " <u>Limited Partner</u> ") will be \$83,000, although individual Commitments of lesser amounts may be accepted at the sole discretion of the General Partner. The General Partner and the Limited Partners are sometimes referred to collectively as the " <u>Partners</u> ".
Investments of the Principal	None of the General Partner, the Principal or their respective affiliates will be making an investment in the Partnership.

Terms

Escrow Account

During the period from the date of this Memorandum until the Closing (as defined below), the General Partner may solicit subscriptions from prospective investors to purchase Interests in the Partnership. Concurrently with a prospective investor's subscription for Interests, the investor will remit the full amount of its subscribed Commitment to the Escrow Agent for deposit into the Escrow Account

In the event that any person, as a prospective investor, funds a subscription into the Escrow Account that is not accepted by the General Partner in its discretion or such person does not satisfy the requirements as determined by the General Partner in its discretion, then the General Partner will direct that the amount funded by such person be released from escrow and returned to such person in a timely manner without interest thereon.

If the Closing fails to occur in the discretion of the General Partner for any reason, then all funds for subscriptions that have been remitted to the Contribution Escrow Account will be released from escrow by the Escrow Agent and returned to the respective persons that submitted the subscriptions in a timely manner without interest thereon.

The General Partner may accept or reject any subscription from a prospective investor in its discretion. Furthermore, the General Partner's acceptance of a subscription from a prospective investor does not obligate the General Partner to complete the Closing. If the Closing is not completed or the Partnership, in the General Partner's discretion, is otherwise not to be established, then all funds for subscriptions that have been remitted to the Escrow Account will be released from escrow and returned to the respective persons that submitted the subscriptions in a timely manner without interest thereon. Any interest earned with respect to the Escrow Account will be used to pay the expenses of the maintenance of the Escrow Account.

Terms

Closing	<p>Limited Partners will be admitted during the offering period, which shall begin on the day first written above (the "Initial Offering Date") and the Partnership will hold a closing no event later than August 31, 2018.</p> <p>On the date of the Closing ("<u>Closing Date</u>"), the General Partner will direct the Escrow Agent to release from escrow and remit to the Partnership the Commitments for all Tokens being issued to the Limited Partners for which subscriptions have been completed and accepted by the General Partner and the respective subscribed Commitment has been paid into the Escrow Account. The Commitment of each Limited Partner delivered to the Partnership shall be that Limited Partner's capital contribution to the Partnership.</p> <p>The General Partner intends to close the Partnership to any additional Limited Partners once Commitments reach \$10 million. Notwithstanding anything to the contrary contained herein, the General Partner may, in its sole discretion, close the Partnership at any time without notice by refusing to allow investors to make new or additional Commitments.</p>
Term	<p>The term of the Partnership will continue until the earlier of (a) the determination by the General Partner, (b) 2 years following the sale of all of the Partnership's Investments, or (c) the entry of a judicial decree of dissolution</p>

Terms

Distributions	<p>Distributions of net cash proceeds from investments (after accounting for expenses), together with any other income received in respect of investments as well as securities in kind and other short-term investment income ("<u>Distribution Proceeds</u>") generally will be preliminarily apportioned among the Partners in proportion to their respective capital contributions. Distributions Proceeds with respect to investments made by the General Partner will be made to the General Partner and Distribution Proceeds with respect to investments made by Limited Partners will be distributed as follows</p> <ul style="list-style-type: none">(i) First, 100% to each Limited Partner until such Limited Partner has received cumulative distributions equal to its aggregate capital contributions;(ii) Second, 100% to each Limited Partner until such Limited Partner has received a preferred return on amounts described in (i) above at the rate of 8% per annum, calculated on a straight line basis, from the Closing Date (the "<u>Preferred Return</u>");(iii) Third, 100% to the General Partner until cumulative distributions to the General Partner (as its carried interest) equal 20% of the total amount distributed pursuant to clause (ii) and this clause (iii) with respect to such Limited Partner; and(iv) Thereafter, (x) 80% to such Limited Partner, and (y) 20% to the General Partner as carried interest (the distributions to the General Partner in clause (iii) and in clause (x) of this clause (iv) in respect of its carried interest being referred to collectively as "<u>Carried Interest Distributions</u>").
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Hypothetical Distribution Waterfall

Key Assumptions:

- 1) Exit / Liquidation Event in 3 Years

Tiers	Distribution Schedule			
	Invested Capital		\$	1,000,000
	Time to Exit (years)			3
	Exit Value	3.0	\$	3,000,000
	Management Fee (year)	2%	\$	20,000
	Gross Exit Value		\$	2,980,000
(i)	Return on Invested Capital	100%	\$	1,000,000
	Adjusted Gross Balance		\$	1,980,000
(ii)	Preferred Return to LPs	8%	\$	240,000
	Adjusted Gross Balance		\$	1,740,000
(iii)	GP Performance Fee	20%	\$	348,000
	Adjusted Gross Balance		\$	1,392,000
(iv)	LP Distribution	80%	\$	1,113,600
	GP Distribution	20%	\$	278,400
	LP Cumulative Return		\$	1,353,600
	LP ROI			135%

Terms

Distributions (cont'd)

Distributions from the Partnership may be made at any time, from time to time, as determined by the General Partner. Amounts withheld for taxes will be treated as distributions for purposes of the calculations described herein. The General Partner has the right to cause the Partnership to retain up to 40% of any investment proceeds available for distribution, which it may determine, in its sole discretion, are reasonably necessary in order to pay for estimated expenses and/or actual or potential liabilities of the Partnership for up to 24 months following the date of the Partnership's receipt of such investment proceeds.

Distributions may be made in kind.

Notwithstanding the foregoing distribution provisions, the Partnership may make cash distributions to the Limited Partners in an amount which equals the maximum combined federal state and local tax rates, calculated at the highest rates without regard to such Limited Partner being an individual or corporate Limited Partner ("Tax Distributions"). Each Tax Distribution shall be counted towards repayment of capital contributed by the Limited Partners.

Terms

Allocation of Income, Expenses, Gains and Losses	Income, expenses, gains and losses of the Partnership will generally be allocated among the Partners in a manner consistent with the "Distributions" above and the requirements of the U.S. Internal Revenue Code and applicable Treasury Regulations.
Reinvestment of Capital	Disposition Proceeds will not be subject to reinvestment
Investment Authority	Generally, the General Partner will be entitled to direct the management of the Partnership and the Limited Partners will have limited authority to participate in the management of the Limited Partnership. Notwithstanding the foregoing, as set forth in the Agreement of Limited Partnership, the General Partner may, in its sole discretion, irrevocably elect to cede authority over investment decisions. In the event that the General Partner makes such an election, the General Partner will (a) cause the Partnership to participate in any sale of its portfolio investments on the terms of any "drag-along" provision or "tag-along" provision of the portfolio company governing documents or (b) in the event such a provision is not triggered, present all opportunities with respect to the investment of the Partnership's capital or divestment of the Partnership's investments to the Limited Partners to be approved by a vote of the Limited Partners holding a majority of the limited partnership interests in the Partnership by written consent or at a special meeting of the Limited Partners

Terms

Management Fee	General Partner will be paid 2% annual management fee based on Net Asset Value ("NAV")
General Partnership Expenses	The General Partner will pay for its own administrative and overhead expenses incurred in connection with its services to the Partnership.
Partnership Expenses	<p><u>Exhibit []</u> contains a schedule of the Partnership's estimated expenses, which reflects the General Partner's good faith estimate of the Partnership's expenses as of the date hereof. The Partnership may incur expenses in excess of the amounts set forth on <u>Exhibit []</u> hereto and nothing contained in <u>Exhibit []</u> shall restrict the Partnership from incurring any additional expenses.</p> <p>The Partnership will deduct an amount to pay for (i) estimated Partnership organizational and initial offering expenses, including, but not limited to, legal and accounting fees, printing and mailing expenses and government filing fees (including blue sky fees) (collectively, the "<u>Organizational Fee</u>") and (ii) all expenses associated with the Partnership's investment activities, operations and research, including, without limitation, expenses such as interest, custodial fees, bank service fees, administrative, legal, accounting, auditing and tax services, preparation and related fees, governmental fees and taxes, withholding and transfer feeds, administrator fees, costs of investor communications, clearing and settlement charges and other expenses related to the purchase, sale or transfer of the Partnership's assets.</p> <p>In the event that the Partnership's actual expenses exceed the amount reserved for the Partnership's estimated expenses, the General Partner will loan an amount equal to the deficiency at a rate equal to 3% per annum, to be repaid as an expense prior to making any future distributions to the Partners.</p>

Terms

Transfer of Interests and Withdrawal	A Limited Partner's Interests in the Partnership generally may be transferred only with the consent of the General Partner, which the General Partner may grant or withhold in its sole discretion. Transferees will be bound by all applicable provisions of the Partnership Agreement, including, without limitation, provisions governing the transfer of Partnership Interests and potential limitations on transfers. Transferees will be admitted as substitute Limited Partners only with the consent of the General Partner, which may be withheld in the General Partner's sole discretion. In addition, generally, a Limited Partner may not withdraw from the Partnership without the General Partner's consent. The General Partner may not transfer its interests in the Partnership to any person other than an affiliate of the General Partnership without the consent of the holders of at least a majority of the Interests.
All Partner Clawback	At any time from time to time, the General Partner may require the Partners to return distributions made to the Partners in an amount sufficient to satisfy all or any portion of the indemnification obligations or other liabilities of the Partnership, whether such obligations arise before or after the last day of the term of the Partnership.
Reports	The Partnership will furnish to each Partner: (i) audited financial statements of the Partnership annually, (ii) a copy of such Partner's Schedule K-1 to the Partnership's tax returns and other information necessary for the completion of such Partner's tax returns annually and (iii) quarterly unaudited financial statements of the Partnership/ quarterly letters from the General Partner relating to the operations of the Partnership.

Terms

Indemnification	The Partnership will indemnify the General Partner, its respective employees, officers, managers, directors, agents, stockholders, members, and other affiliates, and any other person who serves at the request of the General Partner on behalf of the Partnership or the General Partner as an officer, director, General Partner, partner, employee or agent of any other entities, (in each case, an " <u>Indemnitee</u> ") for any loss, damage, liability or expense incurred by such Indemnitee or to which such Indemnitee may be subject by reason of its activities on behalf of the Partnership or in furtherance of the interests of the Partnership or otherwise arising out of or in connection with the Partnership to the fullest extent permitted by the Delaware Limited Partnership Act, except to the extent arising from gross negligence, intentional, reckless or fraudulent misconduct, in each case, as determined by a final, non-appealable court of competent jurisdiction
Tax Considerations	The Partnership will be treated as a partnership for U.S. federal income tax purposes. Accordingly, each Partner will be allocated its allocable share of partnership items of income, gain, loss, deduction and credit. Each prospective investor is advised to consult its own tax advisor as to the tax consequences of an investment in the Partnership.
ERISA	The Partnership will use reasonable efforts to limit investment in the Partnership by "benefit plan investors" (within the meaning of the U.S. Employee Retirement Income Security Act of 1974, as amended (" <u>ERISA</u> ")) to less than 25% of the interests so that the assets of the Partnership will not be considered "plan assets" under ERISA. Investors will be asked to make representations that will form the basis for determining compliance with this limitation. The General Partner reserves the right to prohibit investment by or transfers to benefit plan investors and to require total or partial redemption of any benefit plan investors if it is required to prevent the Partnership from having significant equity investment by benefit plan investors.

Terms

Risk Factors	<p>An investment in the Partnership discussed herein is speculative and involves a high degree of risk. Participation in the offering described herein is suitable only for persons or entities with the financial capability of making and holding long-term investments and of sustaining the loss of a portion or all of their investment. EACH INVESTOR IS STRONGLY URGED TO CONSULT WITH THE INVESTOR'S LEGAL COUNSEL AND FINANCIAL AND/OR INVESTMENT ADVISORS PRIOR TO INVESTING IN THE PARTNERSHIP. These risk factors as well as other risk factors related to an investment in the Interests are described in the Subscription Agreement. By acquiring an Interest in the Partnership, investors will be deemed to have accepted and acknowledged the risks inherent in an investment in the Partnership</p>
Outside Activities	<p>Neither the General Partner nor the Principal is required to dedicate its full business time and attention to the Partnership. Each of them may engage in other business activities including competing ventures and/or other unrelated employment. In addition to managing the Partnership and its investments, the General Partner, the Principal and their respective affiliates may provide investment advice to other parties and may manage other accounts and/or establish other private investment vehicles in the future, which may or may not employ an investment strategy similar to that of the Partnership. Furthermore, certain affiliates of the General Partner and the Principal will be receiving compensation from portfolio on companies (i) in connection with the sale of each company's stock or tokens, including the shares to be purchased by the Partnership and (ii) as compensation for certain business advisory services to be performed by affiliates of the General Partner and the Principal. Neither the Partnership nor the Limited Partners will be entitled to any portion of such compensation.</p>

Terms

Placement Agent	Neither the General Partner nor the Partnership will engage any placement agent in connection with the formation of the Partnership or the sale of the Partnership's interests
Counsel to the General Partnership and the General Partner	Greenberg Traurig, LLP
Independent Accountants	TBD
Auditor	A regionally recognized accounting firm to be selected by the General Partner in its sole discretion.

Regulatory Matters

U.S. Investment Company Act of 1940

DealBox Ventures intends to rely on an exemption from the provisions of the Investment Company Act of 1940, as amended (the Investment Company Act), in reliance upon Section 3(c)(1) of the Investment Company Act, which excludes from the definition of "investment company" any issuer whose outstanding securities are beneficially owned by not more than 100 U.S. Persons and who meet the other conditions contained therein. Each Subscriber's subscription documents will contain representations and restrictions on transfer designed to insure that the relevant conditions are met.