

INTELLECTUAL PROPERTY ACQUISITION AGREEMENT

This Agreement is made as of May 6, 2021

BETWEEN

Simon Cheng, a businessperson residing in British Columbia

(the “**Vendor**”)

AND

P2P Info Inc., a corporation organized pursuant to the laws of British Columbia

(the “**Purchaser**”)

WHEREAS:

- A. the Vendor has developed and possesses certain unique technology and related intellectual property for the production of Pure to Pure Organic Shampoos;
- B. the Vendor wishes to sell, and the Purchaser wishes to acquire, the Intellectual Property upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the premises, mutual covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which is hereby mutually acknowledged) the parties agree as follows:

Part 1 INTERPRETATION

1.1 **Definitions.** In this Agreement, unless the context otherwise requires:

- (a) “**Affiliates**” has the meaning ascribed to it under the *Business Corporations Act* (British Columbia).
- (b) “**Applicable Laws**” means all applicable rules, regulations, policies, notices, orders and legislation of any kind whatsoever of any regulatory authority or stock exchange having jurisdiction over the transactions contemplated hereby.
- (c) “**Closing**”, “**Closing Time**”, “**Closing Date**” means 11:00 am on April 15, 2021 or such other time or date as may be agreed upon in writing by the Parties;
- (d) “**Confidential Information**” means any and all information that is or has been received by Recipient from the Discloser and that:
 - (i) relates to the Discloser’s business, operations or activities, or
 - (ii) is designated by the Discloser as being confidential or is disclosed in circumstances where Recipient would reasonably understand that the disclosed information would be confidential,

but excludes information that:

- (iii) is or subsequently becomes publicly available,
- (iv) became known to Recipient before the Discloser’s disclosure of such information to Recipient, as evidenced by the Recipient’s written records,
- (v) was obtained in good faith from a third party not under any obligation of confidentiality or secrecy for such information, or

(vi) was independently developed by Recipient as evidenced by the Recipient's written records,

and, without limiting the generality of the foregoing, Confidential Information shall include trade secrets, conversations, data, reports, investigations, property inspections, research, projections, work in progress, designs, plans, programs, strategies, government filings and all other confidential concepts, know-how, methods of doing business, ideas, materials or information prepared or performed by or on behalf of the Discloser.

- (e) "**Discloser**" means the Party which is disclosing Confidential Information.
- (f) "**Effective Date**" means the date of this Agreement.
- (g) "**Encumbrances**" means any lien, claim, charge, pledge, hypothecation, security interest, mortgage, title retention agreement, option or encumbrance of any nature or kind whatsoever.
- (h) "**Intellectual Property**" means all rights in the patents, trademarks, copyrights, trade secrets, know-how and other proprietary rights that relate to Pure to Pure organic Shampoo, as well as all registrations and applications for any of the foregoing and analogous rights thereto.
- (i) "**Party**" and "**Parties**" means a party and the parties to this Agreement respectively.
- (j) "**Person**" includes an individual, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization or any trustee, executor, administrator or other legal representative thereof.
- (k) "**Purchase Price**" has the meaning ascribed to it in section 2.2.
- (l) "**Recipient**" means the Party which is receiving Confidential Information from the Discloser, and for the avoidance of doubt, a Recipient includes the receiving Party's directors, officers and employees;
- (m) "**Shares**" means the Common shares of the Purchaser;
- (n) "**Subject IP**" means all Intellectual Property owned or controlled by the Vendor immediately before the Effective Date, and includes without limitation the trademarks and domain names set out in Schedule A;

1.2 **Time of Essence.** Time is of the essence of this Agreement.

1.3 **Number and Gender.** This Agreement is to be read with all changes in gender or number as required by the context.

1.4 **Headings.** The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

1.5 **Currency.** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in the lawful currency of Canada.

1.6 **Governing Law.** This Agreement, any amendment, addendum or supplement hereto, and all other documents relating hereto will be governed by and construed in accordance with the laws of British Columbia. The Parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of British Columbia with respect to any dispute related to or arising from this Agreement.

- 1.7 **Statutes.** Unless otherwise stated, any reference to a statute includes and is a reference to such statute and to the regulations made pursuant to it, with all amendments thereto and in force from time to time, and to any statute or regulations that may be passed which supplement or supersede such statute or such regulations.
- 1.8 **No Contra Proferentem.** The language in all parts of this Agreement shall in all cases be construed as a whole and neither strictly for nor strictly against any of the Parties to this Agreement.

Part 1 TRANSFER OF INTELLECTUAL PROPERTY

- 1.9 **Sale and Purchase.** In consideration of the Purchase Price, the Vendor hereby sells to the Purchaser and the Purchaser hereby purchases from the Vendor, free and clear of any Encumbrances:
- (a) all worldwide rights, titles and interests in the Subject IP as well as all tangible embodiments thereof in any form and in any media, in the possession of the Vendor or their agents or employees;
 - (b) the exclusive right to exercise, exploit, assign, transfer, commercialize, develop, improve, and grant rights and licenses under and with respect to the Subject IP, and to sue or otherwise enforce, and continue any suit or other enforcement, for any infringement occurring before or after the Effective Date as well as all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the foregoing, and all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the Effective Date; and
 - (c) the exclusive right to file, continue, discontinue, prosecute, abandon, maintain, cancel, let expire, apply for and obtain statutory rights and registrations with respect to the Subject IP.
- 1.10 **Purchase Price.** The purchase price for the Subject IP (the "Purchase Price") is \$50,000 which shall be satisfied with the issuance of 2,500,000 Shares (the "Consideration Shares") to the Vendor. The issuance of the 2,500,000 Shares to the Vendor is subject to shareholder approval and any other consent required under Applicable Laws. In the event shareholder approval or other required consents cannot be obtained for the transactions contemplated herein, this Agreement will terminate, and any Shares issued hereunder to the Vendor shall be forfeited and cancelled.
- 1.11 **License.** If and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any rights or interest in or to any of the Subject IP cannot be assigned as provided in section 2.1:
- (a) the Vendor irrevocably agree to assign and transfer, and hereby assigns and transfers to the Purchaser all rights (including, without limitation, all economic and commercialization rights) that can be assigned pursuant to section 2.1 to the fullest extent permissible; and
 - (b) the Vendor irrevocably agree to grant, and hereby grant, the Purchaser an unlimited, exclusive, irrevocable, assignable, transferable, sublicenseable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights to the Subject IP that cannot be assigned as contemplated by section 2.1.
- 1.12 **Reservation of Right.** the Purchaser reserves the right to assign all of its rights, benefits and obligations under this Agreement to any of its Affiliates.

- 1.13 **Closing.** At Closing, the Vendor shall deliver to the Purchaser all documents, records, work papers and data of any kind relating to the Subject IP with the intention of providing the Purchaser with all of the information necessary to use and exploit the Subject IP.

Part 2 ROLLOVER

- 1.14 **Exchange.** the Vendor will exchange the Subject IP for the Consideration Shares in accordance with section 85 of the Income Tax Act.

- 1.15 **Intentions.** The Parties intend that the Consideration Shares to be received by the Vendor will have a fair market value equal to the fair market value of the Subject IP as at the time of the exchange. The Parties hereby declare that they have no intention of making a gift to or otherwise benefiting any person by reason of the exchange pursuant to this Agreement.

- 1.16 **Election.** The Parties will jointly elect under subsection 85(1) of the Income Tax Act that the sale of the Subject IP from the Vendor to the Purchaser will be considered and deemed to have occurred at amounts equal to the lesser of:

- (a) the cost amounts (as defined in the Income Tax Act) to the Vendor of the Subject IP, and
- (b) the fair market values of the Subject IP,

plus any gain the Vendor wishes to recognize on the transfer of the Subject IP from the Vendor to the Purchaser, and each of the Parties will make such filings and do such acts as may be necessary to complete a valid and timely election as aforesaid.

- 1.17 **Adjustments to Fair Market Value.** In the event that the Minister of National Revenue for Canada or any other competent authority at any time hereafter proposes to issue or issues any assessment or assessments that impose or would impose any liability for any tax on either the Vendor or on any other person on the basis that the fair market value of the Consideration Shares as of the date hereof is greater or less than the estimated amount calculated in accordance with section 3.1, then that estimate of the fair market value of the Consideration Shares will be reviewed and the fair market value of the Consideration Shares will be deemed to be an amount determined as follows:

- (a) if the authority in making or proposing such an assessment or assessments also makes a determination of the fair market value of the Consideration Shares as of the date hereof and both the Vendor and the Purchaser, either before or after objection or appeal or by agreement with such authority, accept the determination, then the fair market value so determined will be deemed to be the fair market value of the Consideration Shares for the purposes of section 3.1 hereof;
- (b) in any other case, the Parties will appoint a firm of accounting or valuation professionals in the Province of British Columbia to make a determination of the fair market value of the Consideration Shares, and the fair market value for purposes of section 3.1 hereof will be the amount agreed upon by both the Purchaser and the Vendor after first receiving and considering such determination, or, if they cannot agree, the matter of such value will be referred to a single arbitrator appointed under the *Commercial Arbitration Act* (British Columbia) whose determination of such matters will be final and binding.

- 1.18 **Retroactive Adjustment.** If the estimate of the fair market value of the Consideration Shares pursuant to section 3.1 is reviewed and the fair market value of the Consideration Shares is deemed

to be an amount determined pursuant to section 3.4, then the estimated fair market value of the Consideration Shares hereunder will be adjusted accordingly and retroactively to the date of this Agreement.

Part 3 REPRESENTATIONS AND WARRANTIES

1.19 **By Each Party.** Each Party represents and warrants to the other Parties that:

- (a) *Power and Capacity.* It has the power, authority and capacity to enter into this Agreement and carry out its terms.
- (b) *Authorization.* The execution, delivery, and performance by such Party of this Agreement, and the completion of the transactions contemplated herein have been, or will be by Closing, duly authorized by all necessary corporate action on the part of such Party, if applicable, and this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies such as specific performance and injunctions and are only available in the discretion of the court from which they are sought and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.
- (c) *Non-Contravention.* The execution, delivery and performance by such Party of this Agreement, and the completion by such Party of the transactions contemplated herein do not and will not:
 - (i) contravene, conflict with or constitute a default under any indenture, mortgage, lease, agreement, license, permit, authorization, certification, or instrument to which such Party is a party or by which it is bound;
 - (ii) contravene or conflict with or constitute a violation of any provision of any law, rule, regulation, judgment, decree or order binding upon or applicable to such Party, subject to obtaining authorizations from any regulatory authority specifically contemplated in this Agreement;
 - (iii) give rise to a right of termination, cancellation or acceleration or loss of any benefit enjoyed by such Party with respect to its ownership of the Subject IP; or
 - (iv) result in the creation or imposition of any Encumbrances or restrictions of any nature on the Subject IP.

1.20 **Survival of Representations.** Notwithstanding the waiver of any condition by the other Party, the representations and warranties of made by each Party under section 4.1 shall survive the Closing and continue in full force and effect for a period of three years from the Closing Date.

1.21 **By the Vendor.** The Vendor represents and warrants to the Purchaser that:

- (a) *Ownership.* The Vendor owns the entire right, title and interest in the Subject IP, and no claims have been asserted challenging the Vendor's inventorship, ownership or right to use the Subject IP.

- (b) *Right to Transfer.* The Vendor has the right to sell, license or otherwise transfer the Subject IP, and has obtained the assignment of all interests and all rights to the Subject IP from any and all third parties (including employees).
- (c) *Enforceability.* The rights to the Subject IP are in full force and effect, and have not been used or enforced, or failed to be used or enforced, in a manner that would result in the abandonment, cancellation or unenforceability of any of such rights
- (d) *No Disputes or Litigation.* The Subject IP is not and has not been the subject matter of any dispute or potential dispute, and to the best of the the Vendor's knowledge, and there are no pending or threatened claims or legal actions asserting that the Subject IP is invalid or unenforceable.
- (e) *No Conflicting Rights.* The Vendor has not granted any right, license or interest in or to the Subject IP that is in conflict with the rights or licenses granted under this agreement, nor has the Vendor encumbered any portion of the Subject IP.
- (f) *No Infringement.* Use of the Subject IP does not infringe upon the rights of any third parties, and no third party has infringed upon or misappropriated any Subject IP right.
- (g) *Status.* The rights to the Subject IP have been properly maintained and all applicable maintenance fees and renewal fees have been paid.
- (h) *No Misappropriation of Trade Secrets.* The use of the Subject IP as contemplated would not constitute a misappropriation of a third party's trade secrets or violate any non-compete agreement.
- (i) *Full Disclosure.* The Vendor has not withheld any material information in its possession relating to the Subject IP, and the information related to the Subject IP that the Vendor has provided is up-to-date and accurate in all material respects.
- (j) *Safety and Efficacy.* The Vendor has not intentionally concealed the existence of any data or information concerning the Subject IP that suggests that there may exist quality, toxicity, safety and/or efficacy concerns that could materially impair the utility and/or safety of the product, or anticipated components thereof.
- (k) *All Subject IP Needed for Business.* The Subject IP contains all of the intellectual property necessary to manufacture, produce and sell Pure to Pure Organic Shampoo.

1.22 **Survival of Vendor's Representations.** Notwithstanding the waiver of any condition by the Purchaser, the representations and warranties of the Vendor made under section 4.2 shall survive the Closing and continue in full force and effect perpetually, except for sections 4.3(d), 4.3(g) and 4.3(j) which shall survive for a period of three years from the Closing Date.

1.23 **Reliance.** Each Party acknowledges and agrees that the other Party has entered into this Agreement relying on the warranties and representations and other terms and conditions of this Agreement notwithstanding any independent searches or investigations that have been or may be undertaken by or on behalf of such Party and that no information which is now known or should be known or which may hereafter become known to such Party (or if applicable its officers, directors or professional advisers) shall limit or extinguish the right to indemnification hereunder.

Part 2 COVENANTS AND INDEMNITY

- 2.1 **Assistance with Registrations.** If and to the extent requested by the Purchaser, the Vendor will cause, and hereby authorizes, the patent office, trademark office, copyright office, and similar or comparable agency, office, register, or registrar in any country or jurisdiction to record the Purchaser or its nominee as the sole and exclusive owner of any application, copyright, patent and/or registration covering the Subject IP, and to issue any patent, copyright, registration, certificate, document or process in such country or jurisdiction, or issue process, presently pending or existing in the future, for any such application, copyright, patent and/or registration in the name and for the benefit of the Purchaser only.
- 2.2 **Indemnification of the Purchaser.** Whether or not the transactions contemplated by this Agreement complete, but subject to the limitations set out in section 5.3, the Vendor covenants and agrees with the Purchaser to indemnify the Purchaser against all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses (including legal fees on a solicitor-and-own-client basis) suffered or incurred by the Purchaser, directly or indirectly, by reason of or arising out of:
- (a) any warranties or representations on the part of that Vendor hereunder being untrue; or
 - (b) a breach of any agreement, term or covenant on the part of that Vendor made or to be observed or performed under this Agreement;
 - (c) which liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses are collectively referred to as the “Purchaser’s Losses”.
- 2.3 **Limitations.** The indemnity obligations of the Vendor under clause 5.2 shall be limited in the following respects:
- (a) the Vendor shall only be liable for Purchaser’s Losses in respect of which a claim for indemnity is made by the Purchaser on or before the applicable expiry dates for the survival of the Vendor’s representations and warranties as set out in Part 4; and
 - (b) the Vendor shall not be obliged to indemnify the Purchaser for Purchaser’s Losses until the aggregate amount of all Purchaser’s Losses in respect of which a claim for indemnity has been made by the Purchaser exceeds \$10,000, and such obligation shall only apply to the aggregate amount of such Purchaser’s Losses in excess of \$10,000.
- 2.4 **Claims under Indemnity.** If any claim is made by any Person against the Purchaser in respect of which the Purchaser may incur or suffer damages, losses, costs or expenses that might reasonably be considered to be subject to the indemnity in section 5.2, the Purchaser will notify the Vendor as soon as reasonably practicable of the nature of such claim and the Vendor shall be entitled (but not required) to assume the defence of any suit brought to enforce such claim. No settlement may be made by the Vendor or the Purchaser without the prior written consent of the other Party. If the Vendor assumes the defence of any claim, then:
- (a) the Purchaser and the Purchaser’s counsel shall co-operate with the Vendor and their counsel in the course of the defence, such co-operation to include providing or making available to the Vendor and their counsel documents and information and witnesses for attendance at examinations for discovery and trials;
 - (b) the reasonable legal fees and disbursements and other costs of such defence shall, from and after such assumption, be borne by the Vendor; and

- (c) if the Purchaser retains additional counsel to act on its behalf, the Vendor and their counsel shall co-operate with the Purchaser and its counsel, such co-operation to include providing or making available to the Purchaser and its counsel documents and information and witnesses for attendance at examinations for discovery and trials; provided that all fees and disbursements of such additional counsel shall be paid by the Purchaser.

If the Vendor and the Purchaser are or become parties to the same action, and the representation of all parties by the same counsel would be inappropriate due to a conflict of interest, then the Purchaser and the Vendor shall be represented by separate counsel and, subject to the indemnity obligations of the Vendor as set out in section 5.2, the costs associated with the action shall be borne by the Parties incurring such costs.

Part 3 CONFIDENTIALITY

3.1 **Authorized Purpose.** Any Confidential Information disclosed to a Party shall be used solely by such Party to:

- (a) perform the obligations in this Agreement; or
- (b) assist or enable the Purchaser to carry out its business.

3.2 **Non-Disclosure.** A Recipient shall not, directly or indirectly, disclose or use (including without limitation manufacture, modify, adapt, create derivative works, reverse engineer, decompile or disassemble) Confidential Information for any purpose other than to carry out its obligations under this Agreement, except where:

- (a) the Recipient has received the prior written approval of the Discloser to use or disclose the particular information in a manner not already expressly authorized by the terms of this Agreement;
- (b) the Recipient is disclosing the Confidential Information to its agents (“Agents”) to the extent such Agents have a need to know the information for the purpose authorized in this Agreement, provided either:
 - (i) each such Agent agrees in writing to comply with the terms and conditions of this Agreement; or
 - (ii) the Agent is an advisor or consultant who provides solely professional expertise to the Recipient (e.g. an attorney or accountant) and the Recipient has alerted the Agent in advance of disclosure of the need to keep the Confidential Information confidential;
- (c) the Recipient is compelled to disclose the information by law or regulatory order, provided that Recipient shall first notify the Discloser before such disclosure in order to give the Discloser a reasonable opportunity to seek an appropriate protective order and/or waive compliance with the terms of this Agreement and if Recipient is still required to make a disclosure, Recipient shall disclose only as much of the information as is required by law or regulatory order.

3.3 **Duration of Obligations.** Each Party’s obligations under this Part 6 [Confidentiality] shall continue:

- (a) perpetually, with respect to Confidential Information which is a trade secret;

- (b) perpetually, with respect to Confidential Information which is not a trade secret, unless such duration is limited by applicable statute and/or common law in which case the duration shall be the maximum time period allowed by applicable statute and/or common law.
- 3.4 **Standard of Care.** A Recipient shall protect Confidential Information using the same degree of care as such Recipient would use to protect its own confidential information, and this standard of care shall not be less than a reasonable degree of care.
- 3.5 **Duty to Notify.** A Recipient shall notify the Discloser in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement and shall reasonably cooperate with the Discloser to regain possession of such Confidential Information and prevent its further unauthorized use or disclosure.
- 3.6 **Return or Destruction of Information.** Within five business days of receipt of the Discloser's request, a Recipient shall destroy or return to the Discloser all materials containing Confidential Information, and at the Discloser's option, the Recipient shall certify that it has fully satisfied this request. The Recipient shall not be required to destroy or delete digital or electronic copies of Confidential Information which resides on backup systems or archival media that is overwritten on a regular basis.
- 3.7 **No Rights to Information.** Each Party acknowledges and agrees that the disclosure of the Confidential Information by a Discloser does not otherwise confer upon the Recipient any license, interest or rights of any kind in or to the Confidential Information.
- 3.8 **No Warranties & Liability Limitation.** Each Party acknowledges and agrees that a Discloser makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and shall not have any liability to the Recipient or any other recipient relating to or resulting from the use of the Confidential Information or any errors or omissions therein.
- 3.9 **Equitable Relief.** Each Party acknowledges and agrees that monetary damages may not be a sufficient remedy for a breach of this Agreement and that a Discloser shall be entitled, without waiving any other rights or remedies, to obtain injunctive or equitable relief for any breach or threatened breach of this Agreement.
- 3.10 **Indemnity.** Any Recipient hereby agrees to indemnify and save harmless the Discloser, its directors, officers, employees, agents and shareholders from and against all actions, claims, damages, losses, liabilities expenses and costs (including legal fees) arising from any breach of this Agreement by such Recipient, or any other confidentiality agreements entered into by Recipient's Agents pursuant hereto, and this indemnity shall continue in full force and effect and be applicable whether or not such Agents who have caused or contributed to such breach cease to be employed or engaged by the Recipient.

Part 4 GENERAL

- 3.11 **Entire Agreement.** This Agreement contains the whole agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions between the parties and there are no representations, warranties, covenants, conditions or other terms other than expressly contained in this Agreement.

- 3.12 **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision hereof.
- 3.13 **Further Assurances.** Each party will execute and deliver to the other any additional instruments and will take any additional steps that may be reasonably required to give full effect to this Agreement.
- 3.14 **No Assignment.** This Agreement, which includes any interest granted or right arising under this Agreement, may not be assigned or transferred without the prior written consent of the other party.
- 3.15 **Amendment & Waiver.** No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all the parties. No waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same, and unless otherwise provided, will be limited to the specific breach waived.
- 3.16 **Enurement.** This Agreement binds and enures to the benefit of the parties and their respective successors and permitted assigns.
- 3.17 **Notice.** Any notice or communication required in this Agreement must be in writing and delivered by trackable courier or in person as follows:

(a) If to the Vendor:

Simon Cheng

[REDACTED]
[REDACTED]
[REDACTED]

(b) If to the Purchaser:

P2P Info Inc.
Suite 650, 1231 Pacific Blvd.
Vancouver, British Columbia
V6Z 0E2

Any notice or communication given will be deemed delivered on the day of delivery or fax transmission provided it is received before 4:00 pm (local time) at the place of receipt, as otherwise it will be deemed delivered on the following business day.

- 3.18 **Independent Legal Advice.** All Parties acknowledges and agrees that each Party has been advised to obtain independent legal, accounting, investment and tax advice prior to the execution and delivery of this Agreement, and in the event a Party did not avail itself of that opportunity before signing this Agreement, such Party did so voluntarily and without any undue pressure or influence of any of the other Parties and that any failure to obtain independent legal, accounting, investment or tax advice shall not be used as a defense to the enforcement of a Party's obligations under this Agreement.

[the rest of this page left intentionally blank]

3.19 **Execution by Counterparts.** This Agreement may be executed in counterparts with original, telefacsimile or electronic signatures, with each counterpart when delivered to be deemed an original and all of which when taken together to constitute one and the same instrument.

The parties have executed this Agreement on the date first written above.

SIGNED, SEALED and DELIVERED by Simon Cheng in the presence of:

"Kennis Choi"
Signature of Witness

Kennis Choi
Name of Witness

3010 Astor Drive, Burnaby, BC
Address of Witness

"Simon Cheng"
SIMON CHENG

P2PINFO INC.

"Konstantin Lichtenwald"
Per: Authorized Signatory

Konstantin Lichtenwald, CEO
Name and Title

Schedule A

In this Agreement, the Subject IP includes, without limitation:

1. Trademarks:

2. Domain Names:

a) www.P2Pbeauty.com