

Sublicence and SaaS Subscription Agreement

This Sublicence Agreement (the “**Agreement**”), effective as of May 15, 2019 (the “**Effective Date**”), is entered into by and between **KABN (Gibraltar) Limited**, a Gibraltar corporation having its principal place of business at 57/63 Line Wall Road, Gibraltar, GX11 1AA (“**Sublicensor**”) and **KABN Systems North America Inc.** an Ontario corporation having its principal place of business at 7357 Woodbine Avenue, Suite 605, Markham, ON, L3R 6L3 (“**Sublicensee**”, together with Sublicensor, the “**Parties**”, and each, a “**Party**”).

WHEREAS, Sublicensor is the exclusive worldwide licensee of certain intellectual property pursuant to a Head Licence (defined below) and desires to grant an exclusive sublicence of such intellectual property to Sublicensee for use in the Territory (defined below);

WHEREAS, Sublicensor is also the owner of certain intellectual property comprising the “KABN ID” financial service platform, the Sublicensor Trademarks (defined below) and derivatives of intellectual property licensed pursuant to the Head Licence, and desires to grant an exclusive licence of such intellectual property to Sublicensee for use in the Territory; and

WHEREAS, Sublicensee desires to obtain, for the Territory, an exclusive sublicence to use the intellectual property that Sublicensor has licensed pursuant to the Head Licence and an exclusive license to use the intellectual property owned by Sublicensor, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms have the meanings set forth in this Section 1:

“**Action**” has the meaning set forth in Section 8.3(d).

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise/ownership of more than fifty percent (50%) of the voting securities of a Person.

“**Authorized User**” means individuals authorized by Sublicensee to access and use the KABN ID Platform.

“**Business Day**” means a day other than: a Saturday, a Sunday or any day on which banks in Toronto, Ontario are not open for business.

“**Confidential Information**” has the meaning set forth in Section 5.1.

“**Customer Transaction**” has the meaning set forth in Section 10.3(c).

“**Deposit Materials**” has the meaning set forth in Section 3.4(a).

“**Derivative Mark**” has the meaning set forth in Section 8.2(b).

“**Derivative Sublicensor Trademark**” has the meaning set forth in Section 8.2(b).

“**Derivative Works**” has the meaning set forth in Section 8.2(a).

“**Disclosing Party**” has the meaning set forth in Section 5.1.

“**Documentation**” means any and all manuals, instructions and other documents and materials that Sublicensor provides or makes available to Sublicensee in any form or medium which describes the Licensed IP or the Sublicensed IP, as applicable.

“**Fair Market Value of the Sublicensee**” means the enterprise value of the Sublicensee as determined by an independent valuator selected by and supervised by a committee of directors of the Sublicensee that are independent of the Sublicensor and assuming the continuing operation of the business of the Sublicensee and ignoring the impact of any Transaction.

“**Force Majeure Event**” has the meaning set forth in Section 14.1.

“**Gross Margin**” means all gross revenues earned by Sublicensee from the sales in the Territory of licenses, products and services based on, incorporating, or facilitated through the use of the Licensed and Sublicensed IP, including, without limitation, the sale of access to and use of the Licensed and Sublicensed IP on a “software as a service” basis or other comparable remote access model, less: applicable taxes, cost of goods sold and related sales and administrative costs, all such costs to be determined and reported in accordance with International Financial Reporting Standards[®], consistently applied.

“**Head Licence**” means the Licence Agreement made as of the Effective Date between Crypto KABN Holdings Inc., as licensor and KABN Gibraltar Limited as licensee in respect of the Licensed IP as defined therein.

“**Head Licensor**” means Crypto KABN Holdings Inc.

“**Indemnitee**” has the meaning set forth in Section 12.3.

“**Indemnitor**” has the meaning set forth in Section 12.3.

“**IP Rights**” means any and all vested, contingent and future rights, in any jurisdiction, provided under: (a) patent Law; (b) copyright Law (including moral rights); (c) trade-mark Law (including Laws governing trade-marks, trade names and logos); (d) design patent or industrial design Law; (e) semi-conductor chip or mask work Law; or (f) any other statutory provision (including Laws governing domain names) or common Law principle (including trade secret Law and Law relating to information of the same or similar nature and protected in the same or similar way) governing intellectual property, whether registered or unregistered, and including rights in any and all applications and registrations in respect of

the foregoing and all rights of action, powers and benefits relating thereto, including the right to bring proceedings and claim or recover damages or other remedies in relation to any infringement.

“KABN Customer List” means all information and data, and the associated database in which such information and data are stored, with respect to individuals resident in any jurisdiction in the world whose identities have been validated by the KABN ID platform of Sublicensor.

“KABN ID Platform” means the proprietary software platform owned and operated by Sublicensor that provides “always on” blockchain and biometrically based identity verification and validation that allows consumers to continuously monitor and prove their identity online and in conventional marketplaces.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, provincial, territorial, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“Licensed IP” means: (a) the Sublicensor Trademarks and all Derivative Sublicensor Trademarks; (b) any developments, creations, contributions, modifications, corrections, adaptations, translations, enhancements, derivative works or improvements of any know-how, methodologies, confidential information and trade secrets that are owned by Sublicensor and that are related to the “Pegasus Flyte” card program; (c) any developments, creations, contributions, modifications, corrections, adaptations, translations, enhancements, derivative works or improvements of any know-how, methodologies, confidential information and trade secrets that are owned by Sublicensor and that are related to the “KABN KASH” loyalty program; and (d) the KABN ID Platform and all software, know-how, patents, trade secrets, copyrighted works and other intellectual property comprising the KABN ID Platform and the KABN Customer List.

“Licensed and Sublicensed IP” means, collectively, the Licensed IP and the Sublicensed IP.

“Loss” means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal fees, disbursements and charges and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Material Provision” means each of Sections 2, 3, 4, 5, 8, 11, 12, and 15.8.

“Ongoing Royalty” means a running royalty equal to fourteen percent (14%) of Gross Margin.

“Payment Failure” has the meaning set forth in Section 10.2(a).

“Permitted Use” means the use of the Licensed and Sublicensed IP by Sublicensee for the purposes of the operation and commercialization in the Territory of the Pegasus Flyte

prepaid payment card program, the KABN KASH loyalty program, providing access to the KABN ID Platform Service, marketing and promoting KABN ID and the commercialization of technologies for use in financial and related services.

“Person” means an individual, corporation, unlimited liability company, partnership, joint venture, governmental authority, unincorporated organization, trust, association or other entity.

“Receiving Party” has the meaning set forth in Section 5.1.

“Representatives” means, with respect to a Party, that Party’s employees, directors, officers, agents, subcontractors, sublicensees and legal advisors.

“SaaS” means “software as a service”.

“Sale Transaction” has the meaning set forth in Section 10.3(a).

“Sublicensed IP” means, collectively, (a) the Trademarks and all Derivative Marks; (b) all know-how, methodologies, confidential information and trade secrets that have been licensed to Sublicensor related to the “Pegasus Flyte” card program; and (c) all know-how, methodologies, confidential information and trade secrets that have been licensed to Sublicensor related to the “KABN KASH” loyalty program.

“Sublicensee Indemnitee” has the meaning set forth in Section 12.1.

“Sublicensor Indemnitee” has the meaning set forth in Section 12.2.

“Sublicensor Trademarks” means the trademarks set forth in Schedule C hereto.

“Term” has the meaning set forth in Section 10.1.

“Territory” means Canada and the continental United States, Alaska and Hawaii.

“Third Party Marks” has the meaning set forth in Section 11.2.

“Third-Party Materials” means materials and information, in any form or medium, that are not proprietary to Sublicensor and that may form any part of the Licensed and Sublicensed IP.

“Trademarks” means any of the registered or unregistered trademarks listed in Schedule B hereto.

“Transaction” has the meaning set forth in Section 10.3.

“Transaction Proceeds” has the meaning set forth in Section 10.4.

“Transaction Proceeds – North America” means that portion of the Transaction Proceeds that is allocated to the KABN NA Customer List Data in the Notice of Termination delivered under Section 10.4.

“**Transaction Termination Payment**” has the meaning set forth in Section 10.6.

2. Licence and Sublicence

2.1 License and Sublicence Grants.

- (a) Subject to the terms and conditions of this Agreement, and except with respect to the KABN ID Platform and KABN Customer List for which the applicable rights are set out in Section 3 of this Agreement, Sublicensor hereby grants to Sublicensee an exclusive, perpetual and non-cancellable (except for events of uncured default) licence for the Territory to use the Licensed IP and its related Documentation solely for the Permitted Use, to create Derivative Works from the Licensed IP and its related Documentation and, with Sublicensor’s prior written permission, to create and adopt Derivative Sublicensor Trademarks. Notwithstanding the foregoing exclusive grant of license for the Territory, the Parties agree that Sublicensor may continue to use the Licensed IP and its related Documentation for its business purposes.
- (b) Subject to the terms and conditions of this Agreement, and except with respect to the KABN ID Platform and KABN Customer List for which the applicable rights are set out in Section 3 of this Agreement, Sublicensor hereby grants to Sublicensee an exclusive, perpetual and non-cancellable (except for events of uncured default) sublicense for the Territory to use the Sublicensed IP and its related Documentation solely for the Permitted Use, to create Derivative Works from the Sublicensed IP and its related Documentation and, with Sublicensor’s prior written permission, to create and adopt Derivative Marks. Notwithstanding the foregoing exclusive grant of sublicense for the Territory, the Parties agree that Sublicensor may continue to use the Sublicensed IP and its related Documentation for its business purposes and that the Head Licensor may continue to use the Trademark “KABN” as part of the head Licensor’s current corporate name of “Crypto KABN Holdings Inc.” only until such name is changed and for no other purpose.
- (c) The license and sublicense rights granted in this Agreement may only be assigned or sublicensed by Licensee in compliance with the process set out in Section 15.8.
- (d) Sublicensor shall not knowingly grant any rights in respect of the Licensed and Sublicensed IP to any Person outside of the Territory that Sublicensor knows or has reason to believe: (i) is acting as an agent for a distributor, customer or end user within or for the Territory; or (ii) has the intention of directly or indirectly developing, reselling, transferring, manufacturing, modifying, improving, marketing, distributing or otherwise commercializing the Licensed and Sublicensed IP, any products or services based upon or incorporating the Licensed and Sublicensed IP or Sublicensor’s IP Rights therein within or for the Territory or otherwise directly or indirectly exercising any of the rights that

have been exclusively granted to Sublicensee under this Agreement for the Territory. At all times during the Term, Sublicensor agrees to use its commercially reasonable to prevent its other licensees, sublicensees, contractors and distributors from importing the Licensed and Sublicensed IP into the Territory or from reselling, transferring, developing, manufacturing, modifying, improving, marketing, distributing or otherwise commercializing the Licensed and Sublicensed IP, any products or services based upon or incorporating the Licensed and Sublicensed IP or Sublicensor's IP Rights therein within or for the Territory or otherwise directly or indirectly exercising any of the rights which have been exclusively granted to Sublicensee under this Agreement for the Territory.

2.2 Documentation. Sublicensee may make copies of the Documentation for its internal business purposes provided that any copy of the Documentation made by Sublicensee: (a) will remain the exclusive property of Sublicensor; (b) be subject to the terms and conditions of this Agreement; and (c) must include all copyright or other IP Rights notices contained in the original. To the extent that Sublicensee translates, or causes to be translated, any of Sublicensor's marketing materials, user manuals or other documentation, such materials shall form Derivative Works.

2.3 Trademarks.

- (a) Sublicensor's Trademark Notices. Sublicensee shall ensure that all goods and services sold by Sublicensee and all related quotations, specifications and descriptive literature, and all other materials carrying any of the Trademarks, Derivative Marks, the Sublicensor Trademarks or any Derivative Sublicensor Trademarks are marked with the appropriate trademark notices in accordance with Sublicensor's instructions. Sublicensee shall submit to Sublicensor for prior approval any proposed publication, advertising or other printed material using any of the Trademarks, Derivative Marks, the Sublicensor Trademarks or any Derivative Sublicensor Trademarks, as applicable.
- (b) Trademark Registration. Sublicensor may, but is not obligated to, prosecute and register the Trademarks, Derivative Marks, the Sublicensor Trademarks or any Derivative Sublicensor Trademarks, in the Territory as Sublicensor, in its sole discretion, may deem necessary or advisable. Sublicensee shall, at Sublicensee's expense, perform all reasonable acts and execute and deliver all reasonable documents requested by the Sublicensor at any time to prosecute, maintain, record and enforce the Trademarks, Derivative Marks, the Sublicensor Trademarks and any Derivative Sublicensor Trademarks anywhere in the Territory.

2.4 Restrictions. Sublicensee shall not and shall not permit any Person to:

- (a) use the Licensed and Sublicensed IP or Documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by this Agreement;

- (b) take any action that interferes with any of Sublicensor's rights in or to Sublicensor's IP Rights, including Sublicensor's ownership or exercise thereof;
- (c) challenge any right, title or interest of Sublicensor in or to Sublicensor's IP Rights or make any claim or take any action adverse to Sublicensor's ownership of Sublicensor's IP Rights;
- (d) use the Licensed and Sublicensed IP in any manner or for any purpose that infringes, misappropriates or otherwise violates any IP Right, privacy right or other right of any Person, or that violates any applicable Law;
- (e) use the Licensed and Sublicensed IP for purposes of: (i) developing, using or providing a competing product or service; or (ii) any other purpose that is to Sublicensor's detriment or commercial disadvantage;
- (f) register or apply for registrations, anywhere in the Territory, for any patent rights, copyright, trademark rights or other IP Rights in and to the Licensed and Sublicensed IP;
- (g) use, adopt, register or apply for registrations, anywhere in the Territory, for any of the Trademarks, Derivative Marks, the Sublicensor Trademarks or any Derivative Sublicensor Trademarks, as applicable, or for any trademark, trade name, business name, corporate name, word, phrase, shape, sound, mark, logo or symbol that includes any of the Trademarks, Derivative Marks, the Sublicensor Trademarks or any Derivative Sublicensor Trademarks, or is confusingly similar to any of Trademarks, Derivative Marks, the Sublicensor Trademarks or any Derivative Sublicensor Trademarks, without the prior written consent of Sublicensor;
- (h) engage in any action that tends to disparage, dilute the value of, or reflect negatively on any of the Trademarks, Derivative Marks, the Sublicensor Trademarks or any Derivative Sublicensor Trademarks;
- (i) misappropriate any of the Trademarks, Derivative Marks, the Sublicensor Trademarks or any Derivative Sublicensor Trademarks for use as a domain name without prior written consent from Sublicensor; or
- (j) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any Documentation or any symbols, notices, marks or proprietary notices contained within the Licensed and Sublicensed IP or the Documentation or other materials that Sublicensor may provide.

3. Subscription to the KABN ID Platform Service Access.

- (a) Subject to the terms and conditions of this Agreement, Sublicensor grants to Sublicensee an exclusive, perpetual and non-cancellable (except for events of

uncured default) right for the Territory to access and use the KABN ID Platform service, in accordance with Sublicensor's policies and procedures in effect from time to time, for Sublicensee to offer identity verification services to Authorized Users resident in the Territory. Sublicensee: (i) is solely responsible for the content of all KABN Customer List data uploaded to the KABN ID Platform in respect of its Authorized Users and its clients ("**KABN NA Customer List Data**"); (ii) acknowledges that Sublicensor has no control over the content of the KABN NA Customer List Data; and (iii) agrees that Sublicensee will obtain all necessary consents of third parties and Authorized Users to the collection, processing, use and disclosure of KABN NA Customer List Data that, including any processing by Sublicensor in connection with Sublicensor's provision of access to and use of the KABN ID Platform. Sublicensee may access the KABN ID Platform only as permitted by this Agreement. Sublicensee will be solely responsible for designating the scope of access that each of its Authorized Users may have to the KABN ID Platform; provided that in no event will any Authorized User have any rights in or have access to the KABN ID Platform that are greater than the rights granted to or the access permitted by Sublicensee hereunder.

3.2 Use of the KABN ID Platform Service.

- (a) Sublicensee acknowledges that it will be fully responsible for all liabilities incurred through use of the KABN ID Platform by Sublicensee's Authorized Users (whether lawful or unlawful). Sublicensee agrees to maintain a current list of all of its Authorized Users authorized to access the KABN ID Platform on behalf of Sublicensee and to notify Sublicensor of changes to such list. In no event will Sublicensor be liable for the foregoing obligations or the failures by Sublicensee to fulfill such obligations.
- (b) Sublicensee shall be solely responsible, at its own expense, for acquiring, installing, maintaining, and updating all connectivity equipment, hardware, software, and other equipment as may be necessary for it to connect to, access, and use the KABN ID Platform as permitted by this Agreement.
- (c) Sublicensor reserves the right to modify the KABN ID Platform at its discretion, including without limitation modifying the software upon which the KABN ID Platform is based, and modification of features and functionalities available through the KABN ID Platform.
- (d) Subject to the terms and conditions of this Agreement, Sublicensor will use commercially reasonable efforts to make the KABN ID Platform in accordance with the Service Level Agreement set out in Schedule D. Sublicensor does not warrant that Sublicensee's use of the KABN ID Platform will be error-free or uninterrupted.

3.3 Data.

- (a) Sublicensee shall ensure that any content and data that Sublicensee or any of its Authorized Users uploads to the KABN ID Platform is lawful, in compliance with the terms of this Agreement and Sublicensor's policies and procedures and that such data are not otherwise objectionable. Sublicensee hereby assigns to Sublicensor all of Sublicensor's and its Authorized Users' worldwide right, title and interest (including all IP Rights) in and to all data uploaded by Sublicensee or its Authorized Users to or in conjunction with the use of the KABN ID Platform. Sublicensee understands that the technical processing and transmission of data via the KABN ID Platform, including any data provided by Sublicensee or its Authorized Users, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices, and Sublicensee consents to such transmission and changes.
- (b) Sublicensor and its designees have the right (but not the obligation) in their sole discretion to refuse or remove any data that is available via the KABN ID Platform that violates any of the terms of this Agreement, Sublicensor's policies and procedures, applicable laws, or that is otherwise objectionable.

3.4 Restrictions on Use.

- (a) Sublicensee agrees that it shall not: (i) sublicense, transfer, or otherwise provide access to the KABN ID Platform to any Person who is not an Authorized User; (ii) interfere in any manner with the KABN ID Platform or any services, including hosting services, associated therewith; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for any software used or accessed by Sublicensee that is part of the KABN ID Platform except and to the extent that such activity is expressly permitted by applicable Law notwithstanding this limitation; (iv) access or attempt to access any data that is controlled or provided by any other Sublicensor customers; or (v) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear during use of the KABN ID Platform.

3.5 Escrow.

- (a) Not less than one hundred and twenty (120) days following the Effective Date of this Agreement, Sublicensor shall establish an escrow account for all software comprising the KABN ID Platform, in object code and source code form, including all: relevant Documentation; lists of necessary compilers, libraries of third party components and such other items as may be needed to compile the source code to executable form; decryption keys, and contact information related thereto (the "**Deposit Materials**") with a third party source code escrow provider. The source code escrow arrangement with such third party escrow provider shall provide, at a minimum, that: (i) Sublicensor shall be required to deposit to escrow the source code for all new releases, new versions and enhancements, and amendments to the Sublicensed Software, as

and when available, but in any event not less than sixty (60) Business Days following such availability; (ii) Sublicensee, upon written request to the third party escrow provider and at Sublicensee's expense, may require that such third party escrow provider inspect and compile the Deposit Materials for the purpose of verifying their accuracy, completeness, sufficiency and quality, and that such third party report back to Sublicensee on the results of such verification and compilation; and (iii) the Deposit Materials will be released to Sublicensee and Sublicensee shall have a perpetual, exclusive, royalty free sublicense for the Territory to use the object code and source code to the Deposit Materials for the Permitted Use and to provide support and maintenance for the Sublicensed Software in the event that: Sublicensor fails to make any payment pursuant to Section 10.6 when due or Sublicensor fails to continue to do business in the normal course.

4. Quality Control

4.1 Quality Control Standards. Sublicensee shall at all times meet or exceed the quality control standards and specifications prescribed by Sublicensor from time to time for the Licensed and Sublicensed IP.

4.2 Records Retention. Throughout the Term, and for a period of seven (7) years following the termination or expiry of this Agreement, the Sublicensee shall maintain all records, documents and other information relating to this Agreement and the Sublicensee's use of the Licensed and Sublicensed IP, including complete and accurate records of and supporting documentation of all permitted sub-licences made of the Licensed and Sublicensed IP, and all public disclosures of the Licensed and Sublicensed IP made by Sublicensee. Sublicensee shall require that any permitted sub-licensee likewise maintain such records.

5. Confidentiality

5.1 Confidential Information. In connection with this Agreement, each Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. Subject to Section 5.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing: (a) the Licensed and Sublicensed IP and Documentation are the Confidential Information of Sublicensor; and (b) the terms and existence of this Agreement are the Confidential Information of each of the Parties.

5.2 Exclusions and Exceptions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary

records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure before such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' non-compliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

5.3 Protection of Confidential Information. The Receiving Party shall, throughout the Term and for a period of seven (7) years thereafter:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- (b) except as may be permitted under the terms and conditions of Section 5.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 5; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5;
- (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its own Confidential Information and, in no event, less than a reasonable degree of care; and
- (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and
- (e) ensure and be liable for its Representatives' compliance with the terms of this Section 5.

Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 5 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

5.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information, then, to the extent

permitted by applicable Law, the Receiving Party shall: (a) promptly, and before such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek an injunction, protective order or other remedy or waive its rights under Section 5.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking an injunction, protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 5.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other competent authority that such Confidential Information will be afforded confidential treatment. The Parties acknowledge and agree that, notwithstanding the provisions of this Section 5, this Agreement is a material agreement that is required to be disclosed pursuant to applicable securities Law.

6. Fees and Payment

6.1 Licence Fees. In consideration of the rights granted to Sublicensee under this Agreement, Sublicensee shall pay to Sublicensor the licence fees set forth in Schedule A in accordance with that schedule and the terms of this Section 6.

6.2 Taxes. All Fees and other amounts payable by Sublicensee under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Sublicensee is responsible for all goods and services, harmonized sales, sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, provincial or territorial governmental or regulatory authority on any amounts payable by Sublicensee hereunder, other than any taxes imposed on Sublicensor's income.

6.3 Payment. Sublicensee shall pay all licence fees and any other amounts as may be due and owing under this Agreement on or before the applicable payment due dates set forth in Schedule A. Sublicensee shall make all payments hereunder in United States dollars by wire transfer to the address or account specified in Schedule A or such other address or account as Sublicensor may specify in writing from time to time.

6.4 Management Services. Sublicensor agrees to fulfill executive management functions in the Sublicensee through lending its executives to Sublicensee while the Sublicensee undertakes a search for qualified senior staff to fill these positions on a full time basis. There is no additional payment for management services provided by Sublicensor to Sublicensee. At the sole discretion of the Sublicensee, depending on the time, extent and quality of the services provided by the Sublicensor's executives, those executives may be eligible for equity awards or bonuses outside the parameters of this Agreement.

6.5 Late Payment. If Sublicensee fails to make any payment when due, then, in addition to all other remedies that may be available to Sublicensor:

- (a) Sublicensor may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly (which is equivalent to 19.56% per annum compounded annually); and
- (b) Sublicensee shall reimburse Sublicensor for all costs incurred by Sublicensor in collecting any late payment of amounts due or related interest, including legal fees, disbursement and charges and collection agency fees.

6.6 No Deductions or Set-offs. All amounts payable to Sublicensor under this Agreement shall be paid by Sublicensee to Sublicensor in full without any set-off, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

7. Audits

7.1 Audit Procedure. Sublicensor or its nominee (including its accountant and auditor) may, in Sublicensor's sole discretion, inspect and audit Sublicensee's use of the Licensed and Sublicensed IP and financial records pertaining to amounts owing under this Agreement at any time during the Term and for seven (7) years following the termination or earlier expiration of this Agreement. All such audits shall be conducted during regular business hours on Business Days and in a manner that does not unreasonably interfere with Sublicensee's business operations. Sublicensee shall make available all such books, records, equipment, information and personnel, and provide all such cooperation and assistance, as may reasonably be requested by or on behalf of Sublicensor with respect to such audit.

7.2 Cost and Results of Audit. If the audit determines that amounts owed by Sublicensee to Sublicensor are understated by two percent (2%) or more or if the audit reveals material deficiencies in Sublicensee's use of the Licensed and Sublicensed IP, then Sublicensee shall pay to Sublicensor all reasonable costs incurred by Sublicensor in conducting the audit, and, in addition, the amount of any understatement of amounts owing, plus interest on such amounts, as calculated under Section 6.5(a). Sublicensee shall make all payments required under this Section 7.2 within thirty (30) days of the date of written notification of the audit results.

8. IP Rights

8.1 IP Ownership. Sublicensee acknowledges and agrees that:

- (a) the Licensed and Sublicensed IP and Documentation are licensed, not sold, to Sublicensee by Sublicensor and Sublicensee does not and will not have or acquire under or in connection with this Agreement any ownership interest in the Licensed and Sublicensed IP or their related Documentation, or in any related IP Rights;
- (b) the Head Licensor is and will remain the sole and exclusive owner of all right, title and interest in and to the Licensed IP and its related Documentation,

including all IP Rights relating thereto, subject only to the limited licence granted to the Sublicensor under the Head License, which the Sublicensor has sublicensed to Sublicensee for the Territory pursuant to this Agreement;

- (c) Sublicensor is and will remain the sole and exclusive licensor of all right, title and interest in and to the Sublicensed IP and its related Documentation, including all IP Rights relating thereto, subject only to the limited sublicense granted to Sublicensee under this Agreement;
- (d) any goodwill derived from the use by Sublicensee of the Licensed and Sublicensed IP, Documentation, the Head Licensor's IP Rights and Sublicensor's IP Rights enures to the benefit of Head Licensor, Sublicensor and their respective licensors, as the case may be; and
- (e) Sublicensee hereby unconditionally and irrevocably assigns to Sublicensor, its entire right, title and interest in and to any IP Rights that Sublicensee may now or hereafter have or acquire in or relating to the Licensed and Sublicensed IP and Documentation, free and clear of all former bargains, mortgages, charges, security interests, liens and other adverse claims, whether held or acquired by operation of Law, contract, assignment or otherwise.

8.2 Derivative Works.

- (a) In the event that Sublicensee or any of its permitted assignees or sublicensees develops, creates, contributes to, modifies, corrects, adapts, translates, enhances or otherwise prepares derivative works or improvements of any of the Licensed and Sublicensed IP or Documentation, including any data supplied by Sublicensee or its Authorized Users to the KABN ID Platform and all structures, databases, tables and schema associated therewith, in any and all media and formats, now or hereafter invented (collectively, "**Derivative Works**"), whether held or acquired by operation of Law, contract, assignment or otherwise, Sublicensee is deemed to have assigned to Sublicensor, free and clear of all former bargains, mortgages, charges, security interests, liens and other adverse claims, all of Sublicensee's worldwide IP Rights in and to such Derivative Works, which shall form part of the Licensed and Sublicensed IP. Upon Sublicensor's request, Sublicensee shall execute such further written assurances as Sublicensor may require to give effect to the foregoing assignment and Sublicensee shall obtain irrevocable waivers of moral rights from any individuals who have contributed to any aspect of the Derivative Works that may be protected by copyright. Without limiting the generality of the foregoing, Sublicensee acknowledges and agrees that Sublicensor is the sole owner of the KABN Customer List, and all worldwide IP Rights therein.
- (b) Sublicensee shall seek Sublicensor's prior written approval prior to creating or adopting any trademark, trade name, business name, corporate name, word, phrase, shape, sound, mark, logo or symbol that includes any of the Trademarks or is confusingly similar to any of the Trademarks (each, a

“**Derivative Mark**”). Upon creation of each Derivative Mark, Sublicensee is deemed to have assigned to the Head Licensor, free and clear of all former bargains, mortgages, charges, security interests, liens and other adverse claims, all of Sublicensee’s worldwide IP Rights in and to such Derivative Mark, which shall form part of the Sublicensed IP.

- (c) Sublicensee shall seek Sublicensor’s prior written approval prior to creating or adopting any trademark, trade name, business name, corporate name, word, phrase, shape, sound, mark, logo or symbol that includes any of the Sublicensor Trademarks or is confusingly similar to any of the Sublicensor Trademarks (each, a “**Derivative Sublicensor Trademark**”). Upon creation of each Derivative Sublicensor Mark, Sublicensee is deemed to have assigned to Sublicensor, free and clear of all former bargains, mortgages, charges, security interests, liens and other adverse claims, all of Sublicensee’s worldwide IP Rights in and to such Derivative Sublicensor Trademark, which shall form part of the Licensed IP.
- (d) Upon Sublicensor’s request, Sublicensee shall execute such further written assurances as Sublicensor may require to give effect to the foregoing assignments and Sublicensee shall obtain irrevocable waivers of moral rights from any individuals who have contributed to any aspect of each Derivative Mark and/or Derivative Sublicensor Trademark that may be protected by copyright.

8.3 Sublicensee Co-operation and Notice of Infringement. Sublicensee shall, during the Term:

- (a) take all commercially reasonable measures to safeguard the Licensed and Sublicensed IP and their related Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access;
- (b) at Sublicensor’s expense, take all such steps as Sublicensor may reasonably require to assist Sublicensor in maintaining the validity, enforceability and Sublicensor’s ownership of the IP Rights in the Licensed IP and its related Documentation and its rights as exclusive licensor of the Sublicensed IP and its related Documentation;
- (c) promptly notify Sublicensor in writing if Sublicensee becomes aware of:
 - (i) any actual or alleged infringement and of any available evidence of infringement by a third party of the Licensed and Sublicensed IP; or any declaratory judgment action alleging invalidity of any of the Licensed and Sublicensed IP or alleging non-infringement in response to any infringement claim; and
 - (ii) any claim that the Licensed and Sublicensed IP or any related Documentation, including any production, use, marketing, sale or other disposition of the Licensed and Sublicensed IP or Documentation, in

whole or in part, infringes, misappropriates or otherwise violates the IP Rights or other rights of any Person; and

- (d) at Sublicensor's sole expense, fully co-operate with and assist Sublicensor in all reasonable ways in the conduct of any claim, action, proceeding or suit (each, an "**Action**") by Sublicensor to prevent or abate any actual or threatened infringement, misappropriation or violation of Sublicensor's rights in, and to attempt to resolve any claims relating to, the Licensed and Sublicensed IP or their related Documentation, including having Sublicensee's employees testify when requested and making available for discovery or trial relevant records, papers, information, samples, specimens and the like.

8.4 No Implied Rights. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Sublicensee or any third party any IP Rights or other right, title or interest in or to any of the Licensed and Sublicensed IP or their related Documentation. All rights not granted herein are reserved to Sublicensor.

9. Management of Third Party Infringers

9.1 Infringement Action by Sublicensor. Subject to the Head Licensor's rights under the Licence Agreement in respect of the Sublicensed IP, throughout the Term of this Agreement, Sublicensor shall have the right, but shall not be obligated, to prosecute, at its own expense, any of the actions referred to in Section 8.3(c)(i) in a jurisdiction within the Territory and, in furtherance of such right, Sublicensee hereby agrees that Sublicensor may cause Sublicensee to be joined as a party in any such action, without expense to Sublicensee. The total cost of any such action shall be borne by Sublicensor. Sublicensor shall keep any recovery or damages derived from any such action except that any punitive damages remaining after reimbursement of the expenses of Sublicensor associated with the action shall be split equally between Sublicensee and Sublicensor. No settlement, consent judgment or other voluntary final disposition of the action may be entered into without the consent of Sublicensee, which shall not be unreasonably withheld or delayed. Sublicensor shall indemnify Sublicensee against any order for costs that may be made against Sublicensee in such proceedings.

9.2 Infringement Action by Sublicensee. Subject to the Head Licensor's rights under the Licence Agreement in respect of the Sublicensed IP, if, within six (6) months after having been notified in writing of any action referred to in Section 8.3(c)(i) in a jurisdiction within the Territory, if neither Sublicensor nor its licensor has been successful or has brought or is diligently prosecuting or defending such action, or if Sublicensor notifies Sublicensee of its and its licensor's intention not to prosecute or defend such action, then, and in those events only, Sublicensee shall have the right, but not the obligation, to prosecute or defend at its expense any such action, and Sublicensee may, for such purposes, cause Sublicensor to be joined in such suit as a party, without expense to Sublicensor. Sublicensee shall keep any recovery or damages derived from any such action except that any punitive damages remaining after reimbursement of the expenses of Sublicensee

associated with the prosecution shall be split equally between Sublicensee and Sublicensor. Sublicensee shall indemnify Sublicensor against any order for costs that may be made against Sublicensor in such proceedings.

9.3 Cooperation with Initiating Party. In any action as either Party may institute to enforce the IP Rights in and to the Licensed and Sublicensed IP pursuant to this Agreement, the other Party shall, at the request and expense of the Party initiating such suit, cooperate in all respects and, to the extent possible, have its employees testify when requested and make available relevant records, papers, information, samples, and the like, and execute such deeds and other instruments as the Party initiating the suit may from time to time reasonably require in connection therewith.

10. Term and Termination

10.1 Term. The term of this Agreement commences as of the Effective Date and will continue in effect in perpetuity from such date unless terminated earlier in accordance with the provisions of this Agreement (the “**Term**”).

10.2 Termination. This Agreement may be terminated at any time:

- (a) by Sublicensor, effective on written notice to Sublicensee, if Sublicensee fails to pay any amount when due under this Agreement, where such failure continues for more than sixty (60) days after Sublicensor’s delivery of written notice thereof (the “**Payment Failure**”);
- (b) by either Party, effective on written notice to the other Party, if the other Party breaches a Material Provision of this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured sixty (60) days after the non-breaching Party provides the breaching Party with written notice of such breach;
- (c) by Sublicensor, effective immediately, if the Sublicensee: (i) is dissolved, liquidated or wound-up or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any federal or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver, receiver-manager or custodian for all or a substantial part of its property.

10.3 Sublicensor’s Termination Rights. In addition to the termination rights described in Section 10.2, Sublicensor may terminate this Agreement and the licences granted herein upon payment of the amount in the following events (each a “**Transaction**”):

- (a) upon a decision by Licensor to terminate its operations unless the Sublicensor otherwise obtains rights to the Sublicensed IP and Documentation;

- (b) upon completion of a “**Sale Transaction**”, which means, whether effected directly or indirectly, or in one or a series of transactions:
 - (i) a sale of all or substantially all the equity or voting shares of the Sublicensor by way of a negotiated purchase, private agreement, take-over bid or tender offer;
 - (ii) an amalgamation, merger, consolidation, share exchange, reorganization, buyout, partnership, joint venture, strategic partnership or business combination pursuant to which the Sublicensor and an acquiring entity or any entity affiliated with one or more acquirers and/or all or a significant portion of their respective businesses, product lines or divisions are combined or which results in the effective sale of the principal business of the Sublicensor by the current owners or that involves an acquisition of control of the Sublicensor;
 - (iii) a sale of all or substantially all of the assets of the Sublicensor (including by way of an equity investment, partnership, joint venture, lease or licence); or
 - (iv) an acquisition of control of the Sublicensor,

where “acquisition of control” shall mean the acquisition by any Person or group of Persons acting jointly or in concert of 50% or more of the voting shares of the Sublicensor; or

- (c) upon completion of a “**Customer Transaction**”, which means the sale or effective sale by the Sublicensor of the KABN Customer List to a third party.

10.4 Notice of Termination. In order to validly terminate this Agreement under Section 10.3(b) or Section 10.3(c), the Sublicensor shall give at least 210 days’ written notice to the Sublicensee (the “**Notice Date**”), which notice shall include:

- (a) the terms of the Transaction;
- (b) an amount of the Transaction Proceeds allocated to the KABN Customer List and to the KABN NA Customer List Data;
- (c) the proposed completion date (which for certainty must be at least 210 days after the Notice Date); and
- (d) any intention to rely on Section 10.7 below.

10.5 Transaction Proceeds. “**Transaction Proceeds**” shall mean: (i) in the case of a sale, exchange or purchase of the Sublicensor’s equity or voting securities, the total value of the consideration paid for such securities (including amounts paid to holders of options, warrants, convertible securities or similar rights, whether or not vested), plus the principal amount of all indebtedness for borrowed money of the Sublicensor (including capitalized

leases) outstanding immediately prior to any consummation of the Transaction; (ii) in the case of a sale or disposition by the Sublicensor of assets (including a Customer Transaction), the total value of the consideration paid for such assets, plus the principal amount of all indebtedness for borrowed money of the Sublicensor assumed by the purchaser and, in any case, any indebtedness for borrowed money and any capital lease and preferred stock obligations of the Sublicensor retired or defeased by the purchaser or issued to the Sublicensor or its shareholders in connection with the Transaction; and (iii) in the case of a sale of the Sublicensor involving a joint venture or strategic partnership, the total value of all cash, securities and assets contributed by the Sublicensor to such joint venture or strategic partnership, plus the principal amount of all of the Sublicensor's indebtedness for borrowed money assumed by such joint venture or strategic partnership. If the Transaction involves the sale of the Sublicensor's equity, the Transaction Proceeds shall include the value reflecting, on a fully converted basis, the number of equity interests which would be outstanding upon exercise of all options or similar equity-linked securities. To the extent existing shareholders of the Sublicensor elect to "roll over" a portion of their current equity holdings and thus the Transaction involves the sale of greater than 50%, but less than 100% of the Sublicensor's equity, the Transaction Proceeds shall be calculated to reflect the implied valuation of 100% of the Sublicensor's equity. Amounts paid into escrow in connection with any Transaction shall be included as part of the Transaction Proceeds. For purposes of determining the fair market value of any non-cash consideration, such determination shall be made in good faith by the Sublicensor's Board of Directors on the business day preceding the closing of the Transaction, except that the value of any such securities (whether debt or equity) or other property shall be determined as follows: (A) the value of securities for which there is an established public market shall be equal to the average of the closing market prices for the five (5) trading days prior to the day of closing of such sale, and (B) the value of securities that have no established public market, and the value of any Transaction Proceeds that consists of other property, shall be the fair market value thereof. Notwithstanding the foregoing, in determining the Transaction Proceeds – North America for purposes of this Agreement in a Customer Transaction, the total amount of consideration for such Customer Transaction paid or payable the Sublicensor shall have deducted therefrom all consideration in respect of or allocated to persons on the KABN Customer List not resident in the Territory.

10.6 Payments on Termination. Upon any termination by Sublicensor of this Agreement or the licences granted herein pursuant to Section 10.3, Sublicensor shall pay to Sublicensee the greater of (the "**Transaction Termination Payment**"):

- (a) 50% of the Transaction Proceeds – North America (if any); and
- (b) the Fair Market Value of the Sublicensee as of the Notice Date.

10.7 Tender Offer. Section 10.6 shall not apply if, prior to termination of this Agreement the Sublicensor or the purchaser (or any Affiliate of the purchaser) in the Sale Transaction or Customer Transaction makes an offer to purchase all of the outstanding equity and voting securities of the Sublicensee and such offer is accepted by at least 90% of each class of securities and such securities are acquired and paid for.

10.8 Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- (a) all rights, licences, sublicenses and authorizations granted to Sublicensee hereunder will immediately terminate and Sublicensee shall:
 - (i) immediately cease all use of and other activities with respect to the Licensed and Sublicensed IP and Documentation;
 - (ii) without limiting Section 10.8(a)(i), immediately cease all display, advertising, promotion and use of the Trademarks, Derivative Marks, the Sublicensor Trademarks and all Derivative Sublicensor Trademarks and not thereafter use, advertise, promote or display any trademark, trade name or product designation or any part thereof that is similar to or confusing to any of the Trademarks, Derivative Marks, the Sublicensor Trademarks or Derivative Sublicensor Trademarks;
 - (iii) within ten (10) days of expiration or termination, cease any and all use of the Trademarks, Derivative Marks, the Sublicensor Trademarks and all Derivative Sublicensor Trademarks as part of Sublicensee's trade, corporate or firm name or style and register with all governmental authorities having jurisdiction in the Territory such notices or registration forms as may be required to change the Sublicensee's trade, corporate or firm name or style to a trade, corporate or firm name or style that does not include the Trademarks, Derivative Marks, the Sublicensor Trademarks or any Derivative Sublicensor Trademarks, and to provide written evidence to Sublicensor certifying that such notices or registrations have been given or made;
 - (iv) within ten (10) days of expiration or termination, deliver to Sublicensor, or at Sublicensor's written request destroy, and permanently erase from all devices and systems Sublicensee directly or indirectly controls, the Licensed and Sublicensed IP, the Documentation and the Sublicensor's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials;
 - (v) certify by an officer to Sublicensor in a signed written instrument that it has complied with the requirements of this Section 10.8;
- (b) all amounts payable by Sublicensee to Sublicensor of any kind under this Agreement are immediately payable and due no later than ten (10) days after the effective date of the expiration or termination of this Agreement; and

- (c) require that all affected sublicensees comply with this Section 10.8, except to the extent that Sublicensor has delivered written notice to Sublicensee that Sublicensor will assume any sublicense, as described in Section 10.9.

10.9 Assignment of Sublicense. In the event of a Payment Failure, an uncured breach by Sublicensee described in Section 10.2(b), an uncured breach by Sublicensee described in Section 10.2(c), or a termination by Sublicensor pursuant to Section 10.3, Sublicensor may, at its option and in its sole discretion, on written notice to Sublicensee require Sublicensee to assign to Sublicensor or its nominee, for nominal consideration of \$1.00, any or all sublicenses granted by Sublicensee. Upon receipt of such written notice Sublicensee shall immediately execute such assignment agreements and other documentation as Sublicensor may require to give effect to the foregoing assignment. Following any such assignment: (a) Sublicensor shall be fully liable to Sublicensee's sub-licensees for the obligations so assumed; and (b) any licences granted to Sublicensee, and all sub-licences granted by the Sublicensee to its sub-licensees under this Agreement relating to the obligations so assigned shall terminate as of the date of such assignment. Sublicensee hereby constitutes and appoints Sublicensor and any officer or employee of Sublicensor to be Sublicensee's true and lawful attorney in accordance with applicable legislation with full power of substitution, with full authority in the place and stead of Sublicensee and in the name of Sublicensee or otherwise, from time to time in Sublicensor's discretion to take any action and to execute any instrument which Sublicensor may deem necessary or advisable to accomplish the assignment of any sublicense to Sublicensor (but Sublicensor shall not be obligated to and shall have no liability to Sublicensee or any third party for failure to do so or take action). This appointment, being coupled with an interest, is irrevocable. Sublicensee hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof.

10.10 Surviving Terms. The provisions set forth in the following Sections, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 1 (Definitions), Section 4.2 (Records Retention), Section 5 (Confidentiality), Section 7 (Audits), Section 8 (IP Rights), Section 8.2(a) (Derivative Works), this Section 10.10, Section 11 (Representations and Warranties), for clarity, including Section 11.3 (Disclaimer of Warranties), Section 12 (Indemnification), Section 13 (Limitations of Liability) and Section 15 (Miscellaneous).

11. Representations and Warranties

11.1 Mutual Representations and Warranties. Subject to the exception in Section 11.2 below, each Party represents, warrants and covenants to the other Party that:

- (a) it is incorporated and validly existing as a corporation under the Laws of the jurisdiction of its incorporation;
- (b) it has the power and capacity to enter into and perform its obligations and grant the rights, licences and authorizations it grants and is required to grant under this Agreement;

- (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate action of such Party; and
- (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

11.2 Exception. As of the Effective Date, the Trademarks denoted by asterisks on Schedule B and the domain names listed in Schedule B are owned by third parties and do not form part of the Sublicensed IP (the “**Third Party Marks**”). The Head Licensor has covenanted to the Sublicensor to use the Head Licensor’s best efforts to obtain transfers to the Head Licensor of the Third Party Marks as soon as reasonably practicable. Sublicensee acknowledges that, upon completion of the transfer to the Head Licensor of each of the Third Party Marks, each such Third Party Mark is deemed to form part of the Sublicensed IP subject to the provisions of this Agreement.

11.3 DISCLAIMER OF WARRANTIES. ALL LICENSED AND SUBLICENSSED IP, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY SUBLICENSOR HEREUNDER ARE PROVIDED “AS IS.” SUBLICENSOR HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL CONDITIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

12. Indemnification

12.1 Sublicensor Indemnification. Sublicensor shall indemnify, defend and hold harmless Sublicensee and Sublicensee’s officers, directors, employees, agents, permitted successors and permitted assigns (each, including Sublicensee, a “**Sublicensee Indemnitee**”) from and against any and all Losses incurred by the Sublicensee Indemnitee arising out of or relating to any Action by a third party (other than an Affiliate of a Sublicensee Indemnitee) to the extent that such Losses arise from any allegation in such Action that the Licensed and Sublicensed IP, or any use of the Licensed and Sublicensed IP, in the Territory in accordance with this Agreement (including the Documentation) infringes any IP Right enforceable in the Territory. The foregoing obligation does not apply to the extent that such Action or Losses arise from any allegation of or relating to any:

- (a) Third-Party Materials;
- (b) Third Party Marks prior to their transfer to the Head Licensor;
- (c) patent issued on a patent application published in the Territory after the Effective Date;

- (d) incorporation by the Licensed and Sublicensed IP of, or combination, operation or use of the Licensed and Sublicensed IP in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by Sublicensor or specified for Sublicensee's use in the Documentation;
- (e) modification of the Licensed and Sublicensed IP other than: (i) by Sublicensor; or (ii) with Sublicensor's express written authorization and in strict accordance with Sublicensor's written directions and specifications;
- (f) failure to timely implement any modification, update or replacement of the Licensed and Sublicensed IP made available to Sublicensee by Sublicensor;
- (g) use of the Licensed and Sublicensed IP after Sublicensor's notice to Sublicensee of such activity's alleged or actual infringement, misappropriation or other violation of a third party's rights;
- (h) negligence, abuse, misapplication or misuse of the Licensed and Sublicensed IP or Documentation by or on behalf of Sublicensee, Sublicensee's Representatives or a third party;
- (i) use of the Licensed and Sublicensed IP or Documentation by or on behalf of Sublicensee that is outside the Permitted Use authorized by this Agreement or in any manner contrary to Sublicensor's instructions;
- (j) events or circumstances outside of Sublicensor's commercially reasonable control (including any events or circumstances attributable to any Third-Party Materials or any third-party hardware); or
- (k) Action or Losses for which Sublicensee is obligated to indemnify Sublicensor under Section 12.2.

12.2 Sublicensee Indemnification. Sublicensee shall indemnify, defend and hold harmless Sublicensor and its Affiliates, and each of its and their respective officers, directors, employees, agents, subcontractors, successors and assigns (each, including Sublicensor, a "**Sublicensor Indemnatee**") from and against any and all Losses incurred by the Sublicensor Indemnatee in connection with any Action by a third party (other than an Affiliate of a Sublicensor Indemnatee) to the extent that such Losses arise out of or relate to any allegation:

- (a) that any IP Right or other right of any Person, or any Law, is or will be infringed, misappropriated or otherwise violated by any:
 - (i) use or combination of the Licensed and Sublicensed IP by or on behalf of Sublicensee or any of its Representatives with any hardware, software, system, network, service or other matter whatsoever that is neither provided by Sublicensor nor authorized by Sublicensor in this Agreement and the Documentation; and

- (ii) information, materials or technology or other matter whatsoever directly or indirectly provided by Sublicensee or directed by Sublicensee to be installed, combined, integrated or used with, as part of, or in connection with the Licensed and Sublicensed IP or Documentation; or
 - (iii) Derivative Work, Derivative Mark, or Derivative Sublicensor Trademark;
- (b) of or relating to facts that, if true, would constitute a breach by Sublicensee of any representation, warranty, covenant or obligation under this Agreement;
 - (c) of or relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or wilful misconduct) by or on behalf of Sublicensee or any of its Representatives with respect to the Licensed and Sublicensed IP or Documentation or otherwise in connection with this Agreement; or
 - (d) of or relating to use of the Licensed and Sublicensed IP or Documentation by or on behalf of Sublicensee or any of its Representatives that is outside the purpose, scope or manner of use authorized by this Agreement or the Documentation, or in any manner contrary to Sublicensor's instructions.

12.3 Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified under Section 12.1 or Section 12.2. The Party seeking indemnification (the “**Indemnitee**”) shall cooperate with the other Party (the “**Indemnitor**”) at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defence and investigation of such Action and shall employ counsel of its choice/reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 12.3 will not relieve the Indemnitor of its obligations under this Section 12, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

12.4 Mitigation by Sublicensor re Licensed and Sublicensed IP. If the Licensed and Sublicensed IP, or any part of the Licensed and Sublicensed IP, is, or in Sublicensor's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party IP Right, or if Sublicensee's use of the Licensed and Sublicensed IP is enjoined or threatened to be enjoined, Sublicensor may, at its option and sole cost and expense:

- (a) obtain the right for Sublicensee to continue to use the Licensed and Sublicensed IP materially as contemplated by this Agreement;
- (b) modify or replace the Licensed and Sublicensed IP, in whole or in part, to seek to make the Licensed and Sublicensed IP non-infringing, while providing materially equivalent features and functionality; or

- (c) if, after Sublicensor's exercise of commercially reasonable efforts, none of the remedies set forth in Section 12.4(a) or Section 12.4(b) is reasonably available to Sublicensor, terminate this Agreement, in its entirety or with respect to the affected part or feature of the Licensed and Sublicensed IP, effective immediately on written notice to Sublicensee, in which event:
- (i) Sublicensee shall cease all use of the Licensed and Sublicensed IP and Documentation immediately on receipt of Sublicensee's notice; and
 - (ii) *provided that* Sublicensee fully complies with its post-termination obligations set forth in Section 10.3, Sublicensor shall promptly refund to Sublicensee, on a *pro rata* basis, the share of any licence fees prepaid by Sublicensee for the future portion of the Term that would have remained but for such termination.

12.5 Sole Remedy. THIS SECTION 12 SETS FORTH LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE LICENSED AND SUBLICENSED IP AND DOCUMENTATION) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY IP RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability

13.1 EXCLUSION OF DAMAGES. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN SECTION 13.3, IN NO EVENT WILL EITHER PARTY, OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF GOODWILL OR REPUTATION, (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SUBLICENSED SOFTWARE, (d) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (e) COST OF REPLACEMENT GOODS OR SERVICES, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE OR EXEMPLARY DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.2 CAP ON MONETARY LIABILITY. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN SECTION 13.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF EITHER PARTY AND ITS LICENSORS, SUPPLIERS AND SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THIS

AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO SUBLICENSOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13.3 Exceptions to Limitations of Liability. Notwithstanding Section 13.1 and Section 13.2, each Party's liability under Section 12 (Indemnification) and its liability for gross negligence or wilful misconduct are, in the aggregate, subject to a limit of \$1,000,000 in US funds. Sublicensee's obligation to pay any amounts owing under this Agreement is not limited.

14. Force Majeure

14.1 No Breach or Default. In no event will Sublicensor be liable or responsible to Sublicensee, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent that such failure or delay is caused by any circumstances beyond Sublicensor's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake, tsunami, explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labour stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Sublicensor may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more.

14.2 Sublicensor's Obligation. In the event of any failure or delay caused by a Force Majeure Event, Sublicensor shall give prompt written notice to Sublicensee stating the period of time the occurrence is expected to continue and use commercially reasonable and diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. Miscellaneous

15.1 Further Assurances. On a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

15.2 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating

any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

15.3 Public Announcements. Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, social media handles or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other Party, *provided that* Sublicensor may, without Sublicensee's consent, include Sublicensee's name and/or other indicia in its lists of Sublicensor's current or former customers of Sublicensor in promotional and marketing materials.

15.4 Notices. Except as otherwise expressly set forth in this Agreement, any notice, request, consent, claim, demand, waiver or other communication under this Agreement will have legal effect only if in writing and addressed to a Party as follows (or to such other address or such other Person that such addressee Party may designate from time to time in accordance with this Section 15.4):

If to Sublicensor: 57/63 Line Wall Road, Gibraltar, GX11 1AA

Email:
David.Lucatch@Kabn.network
Attention: David Lucatch,
Director

If to Sublicensee: 1-7357 Woodbine Avenue, Suite 605, Markham, ON, L3R 6L3

Email: Ben.Kessler@Kabn.network
Attention: Ben Kessler, Chief Executive Officer

Notices sent in accordance with this Section 15.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, with confirmation of transmission and message receipt, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the fifth (5th) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

15.5 Interpretation. For purposes of this Agreement: (a) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and *vice versa*; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments and appendices mean the sections of, and exhibits, schedules, attachments and appendices to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Unless otherwise stated, all dollar amounts referred to in this Agreement are stated in Canadian dollars.

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

15.7 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, conditions, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments and appendices, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, attachments and appendices; and (b) second, the exhibits, schedules, attachments and appendices to this Agreement as of the Effective Date.

15.8 Assignment and Sublicensing. This Agreement and all licenses and sublicenses granted herein is freely assignable by Sublicensor without the consent of Sublicensee. Sublicensee shall not assign or otherwise transfer any of its rights, or sublicense, delegate or otherwise transfer any of its obligations or performance, under this Agreement without Sublicensor’s prior written consent. In the event that Sublicensee wishes to assign or sublicense the rights granted under this Agreement to any Person, Sublicensee shall provide to Sublicensor information about the proposed assignee or sublicensee sufficient for Sublicensor to determine the proposed assignee’s or sublicensee’s suitability as assignee or sublicensee, including, without limitation: the proposed assignee’s/sublicensee’s most recent financial statements, a summary of the proposed assignee’s/sublicensee’s experience in commercializing intellectual property that is similar to the Licensed and Sublicensed IP and such other information as Sublicensor may require. Any purported assignment, sublicense, delegation or transfer in violation of this Section 15.8 is void. This Agreement is binding on and enures to the benefit of the Parties hereto and their respective permitted successors and assigns.

15.9 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

15.10 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15.11 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15.12 Governing Law; Forum. This Agreement is governed by and construed in accordance with the Laws of the province of Ontario and the federal Laws of Canada applicable therein. Any Action arising out of or related to this Agreement or the licences granted hereunder will be instituted exclusively in the courts of the province of Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such Action. Service of process notice or other document by mail to such Party's address set forth herein will be effective service of process for any Action brought in any such court.

15.13 Equitable Remedies. Sublicensee acknowledges and agrees that a breach or threatened breach by Sublicensee of any of its obligations under Section 2 (Licence and Sublicence), Section 3 (Subscription to the KABN ID Platform Service), Section 5 (Confidentiality) or Section 8 (IP Rights) would cause Sublicensor irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Sublicensor will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Sublicensor acknowledges and agrees that a breach or threatened breach by Sublicensor of any of its obligations under Section 5 (Confidentiality) would cause Sublicensee irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Sublicensee will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. In each case, such remedies are not exclusive and are in addition to all other remedies that may be available at Law, in equity or otherwise.

15.14 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

KABN Gibraltar Limited

By (signed) "David Lucatch"

Name: David Lucatch

Title: Director

KABN Systems North America Inc.

By (signed) "Ben Kessler"

Name: Ben Kessler

Title: Chief Executive Officer

SCHEDULE A
PAYMENTS AND FEES

1. Initial License Fee – \$1 million payable upon execution of this Agreement, of which C\$250,000 shall be paid by way of issuance of 25 million common shares of the Sublicensee Shares at an issue price of C\$0.01 per share, at the direction of the Sublicensor.
2. Continuing License Fee - \$250,000 payable on each anniversary of the Effective Date.
3. Ongoing Royalty – Sublicensee shall remit to Sublicensor the Ongoing Royalty monthly within ten (10) Business Days of Sublicensee’s fiscal month end, and will include with each payment Sublicensor’s standard royalty statement and evidence of proper accounting for such Ongoing Royalty.
4. Wire Transfer – Payments to be made hereunder shall be made by wire transfer payable in accordance with the following instructions:

Transfer to:	Swissquote Bank SA, Ch. de la Cretaux 33, 1196 Gland, Switzerland
SWIFT/BIC:	SWQBCHZZ
Account Name:	Turicum Private Bank Limited
IBAN:	CH95 0878 1000 0833 0930 0
Reference:	KABN (Gibraltar) Ltd – Account 141821

SCHEDULE B
TRADEMARKS

Trademarks:

KABN (word mark)

Mark Type: Trademark, Service Mark

US Serial Number: 87708489

US Registration Number: 5776520

Status: Registered on Principal Register

Status Date: June 11, 2019

Owned: Crypto KABN Holdings Inc.

Pegasus Flyte*

Mark Type: Service Mark

US Serial Number 87701911

Status: Live/Published for Opposition April 17, 2018.

3 Stripe Horsehead (design)**

Mark Type: Service Mark

US Serial Number: 88076285

Status: Live / Notice of Allowance Issued June 18, 2019

Domain Names as Common Law Trademarks:***

Kabncanada.com

Kabnsystemscanada.com

Kabnsystemsna.com

Kabnsystemsnorthamerica.com

Kabnsystemsus.com

Kabnsystemsusa.com

Kabnus.com

Kabnusa.com
Kabnkashcanada.com
Kabnkashus.com
Kabnkashusa.com
Kabnkashna.com
Kabnkashnorthamerica.com

Pegasusflytecanada.com
Pegasusflyteus.com
Pegasusflyteusa.com
Pegausflytena.com
Pegasusflytenorthamerica.com

- * Forms part of the Sublicensed IP upon transfer to Head Licensor.
- ** Forms part of the Sublicensed IP upon transfer to Head Licensor.
- *** Form part of the Sublicensed IP upon transfer to Head Licensor from their respective registrants.

SCHEDULE C

SUBLICENSOR TRADEMARKS

Fingerprint (design)

Mark Type: Trademark. Service Mark.

US Serial Number: 88063001

Status: Live / Notice of Allowance Issued June 4, 2019

Your Digital Banking Alternative (name)

Mark Type: Service mark

Register: Supplemental Trademark Register

US Serial Number: 88244249

US Registration Number: 5841440

Status: Live Registration / Issued and Active

Registration Date: August 20, 2019

SCHEDULE D SERVICE LEVEL AGREEMENT

Sublicensor will use commercially reasonable efforts to ensure that the KABN ID Platform works in accordance with the agreed functionality/description and conforms to this Service Level Agreement. Support will be provided hereunder during the Term.

**From time to time, this information may be updated at the sole discretion of Sublicensor and any changes will be communicated to clients accordingly*

1. Support Definitions - Priorities

All support or technical issues will fall under 1 of the 3 priority categories as explained below.

Priority 1 – Critical Issues

The KABN ID Platform is completely unavailable. This can happen for several different reasons including, but not limited to, client application failure, server failure etc. Some guidelines for this Priority level are:

- KABN ID Platform is completely unavailable
- Performance degradation beyond reasonably acceptable limits as defined by Sublicensor at its sole discretion
- No workaround is available
- KABN ID Platform or any KABN ID Platform application has repeatedly crashed and hung (for any reason)
- Serious business impact

Priority 2 – Significant Issues

The KABN ID Platform is available but is experiencing period difficulties. Some guidelines for this Priority level are:

- KABN ID Platform(s) is extremely slow
- KABN ID Platform is available but is experiencing difficulties periodically
- Nominal business impact
- Intermittent and/or infrequent KABN ID Platform crashes or hangs

Priority 3 – Inconvenient Issues

Issue(s) are periodically reported and resolution is required quickly however issue is not causing clients extended or frequent down times. Some guidelines for this Priority level are:

- Service related questions
- User interface errors
- General technical inquiries
- Configuration or set-up questions
- Minimal business impact

2. Contacting Support

Contact Information

Sublicensee can contact Sublicensor by phone or e-mail 24/7 to obtain the support services set forth in this Schedule D. The service contact information is listed as follows:

Email: support@kabn.network

3. Service Levels

Server Uptime

Sublicensor will provide 99.0% uptime for the KABN ID Platform. This excludes any planned outages due to preventive maintenance or upgrade installation.

Preventative Maintenance and Upgrade Installations

Sublicensor will conduct planned preventive maintenance and upgrade installations at regular intervals. Maintenance and upgrades are generally scheduled on the weekends (Saturday evening EST) during low volume hours to minimize impact on Sublicensee. This will include providing routine server maintenance as well as any connections between the servers and the Sublicensee that may be required.

Most preventive maintenance and upgrade installations will not impact Sublicensee. If any issue is detected for which a service outage becomes necessary, at Sublicensor's reasonable discretion to rectify the detected issue, Sublicensor will provide 48 hours' notice before undertaking any planned maintenance.

Sublicensor shall promptly inform Sublicensee upon resolution of any service issue once service has been restored.

Response Times

Sublicensor will offer the following commitment for Response to technical issues:

Priority Category	SLA – Standard Support
Priority 1	30 min
Priority 2	1 hour
Priority 3	1 business day

4. Technical Issue Resolution/Escalation

Sublicensor offers a Technical Resolution SLA and escalation path to Sublicensee:

Priority 1 – Critical Issues

Agreed SLA – 90% of cases resolved within 6 hours. 100% of cases resolved within 2 working days

Case Duration	Escalation Level
0 to 2 hours	24x7 Support team
2 to >24 hours	CEO

Priority 2 – Significant Issues

Agreed SLA – 90% of cases resolved within 1 working day. 100% of cases resolved within 2 working days.

Case Duration	Escalation Level
0 to 12 hours	24x7 Support team
12 to >48 hours	CEO

Priority 3 – Inconvenient Issues

Agreed SLA – Notified bugs will be cleared by next regularly scheduled release.

Case Duration	Escalation Level
0 to 2 days	24x7 Support team
2 to > 10 days	CEO

Escalation Level Contact Matrix

	Designation	Name	Contact Number	Email Id
1	CEO	Ben Kessler	+1 914 806 5948	Ben.kessler@kabn.network
2.	24x7 Support	Implementation team		support@kabn.network

5. Disaster Recovery

Sublicensor uses AmazonEC2 as our cloud infrastructure – Amazon Elastic Compute Cloud (Amazon EC2) provides scalable computing capacity in the Amazon Web Services (AWS) cloud.

All KABN ID Platform applications use different zones inside the AWS region. AWS zones are different buildings within an AWS region. This allows our applications to continue to work even if one AWS zone is down for any reason.

Multi-zone configuration is not restricted to Sublicensees but is done for the database and load balancers. This ensures the complete Company Infrastructure will work without impact if one zone is down and provides us with a Disaster Proof solution through AWS.

Sublicensor also takes regular back-ups of our applications and databases. This allows us to recover in the event of a DB crash or corruption of data. The team can quickly recover by launching another instance of the application or DB using the backup to continue operations.

Our load balance infrastructure helps us to launch instances and stop instances as per our load requirements. Applications, servers and DBs are monitored using Nagios for all load requirements. Appropriate actions related to loads are taken as required.

The following document identifies all of the Disaster Recovery processes and procedures that AWS supports for Sublicensor: http://d36cz9buwru1tt.cloudfront.net/AWS_Disaster_Recovery.pdf