

STRATEGIC ALLIANCE AGREEMENT

This Strategic Alliance Agreement (the “**Agreement**”), having effect as and from the 28th day of June, 2021 (the “**Effective Date**”) is made BETWEEN:

Cloud Nine Web3 Technologies Inc., a company existing under the laws of the Province of British Columbia and having its registered office at Suite 800 - 885 West Georgia Street, Vancouver, British Columbia V6C 3H1 (the “**Company**”)

AND:

Next Decentrum Technologies Inc., a company existing under the laws of the Province of British Columbia and having an office address at Suite 1400 – 128 West Pender Street, Vancouver, British Columbia V6B 1R8 (“**Service Provider**”)

WHEREAS:

- A. Company carries on the business of designing, developing and marketing a cloud based education platforms (the “**Business**”).
- B. Service Provider has experience in technology development services.
- C. The parties wish to enter into this Agreement whereby Company will obtain from Service Provider, and Service Provider will provide to Company, certain technology development services related to the Business, on the terms and conditions contained in this Agreement.

NOW THEREFORE IN CONSIDERATION of the mutual promises contained in this Agreement, the parties agree as follows:

1. SERVICES PROVISION

1.1 Subject to the terms and conditions contained herein, following the Effective Date, Service Provider shall provide the services further described in one or more Statements of Work in written form executed by mutual consent of the parties from time to time (each, a “**SOW**”) to Company. The services provided by Service Provider to Company under any applicable SOW and this Agreement are collectively, the “**Services**”. For certainty, Service Provider will have no obligation to perform any Services whatsoever if there is no SOW in effect.

1.2 The Services performed by Service Provider shall be provided at the location, and in accordance with the schedules and requirements, described in a SOW, and as may be agreed by Service Provider and Company from time-to-time.

1.3 Service Provider shall inform Company, upon reasonable request, of all matters concerning the Services during the Term (as defined below), and shall otherwise apprise Company of all matters concerning the Services upon reasonable request.

1.4 During the Term, Service Provider shall, subject to the terms of an applicable SOW:

- (a) well and faithfully serve Company, and be reasonably available to perform the Services;
- (b) abide by the deadlines, time constraints, guidelines and other restrictions communicated to it by Company and agreed upon between it and Company;
- (c) refrain from acting in any manner contrary to any material interest of Company; and
- (d) conduct its activities hereunder in accordance with all applicable laws.

1.5 Company agrees to provide Service Provider with reasonable access to its personnel, systems, information, works, resources and facilities to the extent reasonably required by Service Provider to perform the Services.

2. REMUNERATION AND EXPENSES

2.1 In exchange for the Services and subject to the terms of this Agreement and any applicable SOWs, Company shall within thirty (30) days of its receipt of the invoice referenced in Section 2.2 below, pay to Service Provider those fees set out in the applicable SOW (the “**Service Fee**”) in accordance with the rates specified in such SOW. The Service Provider will use commercially reasonable efforts in good faith to render the Services efficiently and economically.

2.2 Service Provider shall invoice Company for the Service Fee on the schedule as set out in a SOW, at the address set out above. Such invoice shall show the Service Fee payable, and shall include a log of the numbers of hours and days upon which Services were performed, along with a brief description of the nature of the Services performed in each case.

2.3 Service Provider shall be responsible for all costs associated with the performance of the Services, except that Company shall reimburse Service Provider for any actual out-of-pocket expenses incurred by Service Provider on Company’s behalf that Company has expressly pre-approved in writing. Service Provider agrees to promptly forward to Company all invoices for pre-approved expenses incurred by Service Provider, and Company shall reimburse Service Provider for such expenses following presentation of an invoice with attached receipts.

2.4 Except as otherwise agreed in writing between the parties, Service Provider is responsible to provide and maintain all computers, software and other equipment and supplies required for the provision of the Services. Any software or equipment supplied by Company in connection with the performance of the Services is and shall remain the property of Company and Service Provider agrees to cease use of and return the same to Company upon termination of this Agreement. This provision shall survive any termination of this Agreement.

2.5 Except as expressly provided in Section 2.1, or as agreed by Company and Service Provider pursuant to Section 2.3, Service Provider shall not be entitled to any compensation or benefits or any other amounts or consideration from Company under this Agreement or otherwise as a result of the Services. All amounts paid by Company to Service Provider hereunder are inclusive of all taxes.

3. TERM AND TERMINATION

3.1 Subject to Section 3.2, this Agreement shall be effective for one year (the “**Initial Term**”) and will automatically renew for one year terms (each, a “**Renewal Term**”). The “**Term**” is the period from the Effective Date through until the earlier of the expiration of this Agreement (as provided in the balance of this section) and the termination of this Agreement (as provided in Section 3.2). At the end of the Initial Term or Renewal Term, as the case may be, the Agreement will not automatically renew if either party provides written notice to the other at least 10 days prior to the end of the Initial Term or Renewal Term, as the case may be, of its desire not to renew the Agreement.

3.2 Notwithstanding 3.1, this Agreement may be terminated:

- (a) at any time in the Term by either party, by giving at least 30 days’ advance notice in writing to other party; or
- (b) by either party, if the other party breaches this Agreement (including, without limitation, if Service Provider fails to perform the Services as set out in this Agreement or any applicable SOW), immediately upon notice to the breaching party.

In the event the Agreement is terminated in accordance with Sections 3.1 or 3.2(a) above, the parties shall discuss what Services, if any, shall be delivered during the termination notice period, and the parties agree that:

- (c) Service Provider shall not be responsible to provide Services during such period that it did not expressly agree to provide, in advance and in writing; and
- (d) Company shall not be responsible for Service Fees pertaining to Services provided during such period that it did not expressly approve, in advance in writing.

3.3 At the end of the Term (howsoever occasioned) Service Provider shall promptly deliver the following in accordance with the directions of Company:

- (a) a final accounting reflecting the balance of pre-approved expenses incurred on behalf of Company prior to the expiration of the Term;
- (b) a final accounting reflecting the balance of pre-paid Service Fees, if any, to be returned to Company as a result of the failure to provide Service through the entire pre-payment period, together with a certified cheque in such amount;
- (c) all works made in connection with the Services;

- (d) all Company property, including but not limited to Confidential Information (as defined below) in Service Provider's possession or control; and

4. CONFIDENTIALITY

4.1 During the Term and thereafter, the parties hereto shall maintain in confidence and not disclose the other party's financial, technical, sales, marketing, development, personnel, and other information, records, or data, including, without limitation, customer lists, supplier lists, trade secrets, designs, product formulations, product specifications or any other proprietary or confidential information, however recorded or preserved, whether written or oral (any such information, "**Confidential Information**"). Each party hereto shall use the same degree of care, but no less than reasonable care, to protect the other party's Confidential Information as it uses to protect its own Confidential Information of like nature. Unless otherwise authorized in any other agreement between the parties, any party (the "**Receiving Party**") receiving any Confidential Information of the other party (the "**Disclosing Party**") may use Confidential Information only for the purposes of fulfilling its obligations under this Agreement and any applicable SOW (the "**Permitted Purpose**"). Any Receiving Party may disclose such Confidential Information only to its directors, officers, employees, attorneys, advisors and consultants (collectively, "**Representatives**") who have a need to know such information for the Permitted Purpose and who have been advised of the terms of this Section 4.1 and the Receiving Party shall be liable for any breach of these confidentiality provisions by its Representatives; except that any Receiving Party may disclose such Confidential Information to the extent such Confidential Information is required to be disclosed by a applicable law, in which case the Receiving Party shall promptly notify, to the extent possible, the Disclosing Party, and take reasonable steps to assist in contesting such required disclosure or in protecting the Disclosing Party's rights prior to disclosure, and in which case the Receiving Party shall only disclose such Confidential Information that it is advised by its counsel in writing that it is legally bound to disclose.

4.2 Notwithstanding the foregoing, "**Confidential Information**" shall not include any information that the Receiving Party can demonstrate:

- (a) was publicly known at the time of disclosure to it, or has become publicly known through no act of the Receiving Party or its Representatives in breach of this Section 4.2;
- (b) was rightfully received from a third party without a duty of confidentiality; or
- (c) was developed by it independently without any reliance on the Confidential Information.

4.3 Upon demand by the Disclosing Party at any time, or upon expiry or termination of this Agreement, the Receiving Party agrees promptly to return or destroy, at the Disclosing Party's option, all Confidential Information. If such Confidential Information is destroyed, an authorized officer of the Receiving Party shall, at the request of Disclosing Party, certify to such destruction in writing.

5. OWNERSHIP OF PROPERTY

5.1 Except as expressly provided in this Agreement, each party reserves, and will retain, all right, title and interest in and to their information and material, and this Agreement, unless otherwise set forth in an applicable SOW, will not result in any assignment or license of intellectual property rights between the parties.

6. INDEPENDENT CONTRACTOR RELATIONSHIP

6.1 It is expressly agreed that in performing the Services, Service Provider is acting as an independent contractor, and not an employee of Company, and that Service Provider does not have any authority or right to bind Company or enter into any contracts, agreements, or other legal commitments or obligations with third parties on behalf of Company. Service Provider is responsible for any taxes levied or owed by any governmental or equivalent authority with jurisdiction over any amounts payable pursuant to this Agreement.

6.2 Company shall not pay any contribution to federal or provincial pension, employment insurance, or withholding taxes, nor provide any other contributions or benefits, which might be expected in an employer-employee relationship on behalf of Service Provider.

6.3 Service Provider hereby represents and warrants that:

- (a) the Services shall be performed with all due professionalism, and to the level of competence and skill one would reasonably expect from other persons who have skills and experience similar to that of Service Provider; and

- (b) it has the right to provide the Services required under this Agreement without violation of obligations to others, and that all advice, information, documents and Services given or provided to Company under this Agreement may be used fully and freely by Company, unless otherwise so designated in writing by Service Provider at the time of communication of such information.

7. DISCLAIMER

7.1 EXCEPT FOR THE EXPRESS WARRANTIES AND REPRESENTATIONS PROVIDED IN THIS AGREEMENT, THE SERVICE PROVIDER HEREBY DISCLAIMS ANY AND ALL GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES REGARDING THE SERVICES WHETHER IMPLIED OR STATUTORY, ORAL OR OTHERWISE, ARISING UNDER ANY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION CONDITIONS AND WARRANTIES WITH RESPECT TO VALIDITY, ACCURACY, NON-INTERRUPTION, ERROR-FREE OPERATION, MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS-IS". THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS, LOST OPPORTUNITY COSTS OR OTHER SIMILAR PECUNIARY LOSS), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THIS SECTION 8.1 WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

9. GENERAL

9.1 This Agreement and all documents contemplated by or delivered under or in connection with this Agreement (including any applicable SOW) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral, express or implied, statutory or otherwise. No amendment to this Agreement shall be valid or effective unless in writing and signed by all parties.

9.2 Each party hereto shall promptly and duly execute and deliver to the others such further documents and assurances and take such further action as the other party may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created hereby.

9.3 No consent, approval or waiver, express or implied, by any party hereto, to or of any breach of default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a general waiver by such party of its rights under this Agreement, and the granting of any consent or approval in any one instance by or on behalf of Company shall not be construed to be a waiver or limit the need for such consent in any other or subsequent instance.

9.4 Any notice given or required to be given under this Agreement shall be in writing by or on behalf of the party giving it. Such notice may be served personally and in either case may be sent by priority post to the addresses of the parties noted on page one of this Agreement. Any notice served personally shall be deemed served immediately, and if mailed by priority post or sent via email shall be deemed served 72 hours after the time of posting/sending.

9.5 Either party may, from time to time, change its address for service hereunder by written notice to the other party.

9.6 In the event of a conflict between the provisions contained in the body of this Agreement and those contained in the SOWs, the provisions contained in the body of this Agreement shall govern.

9.7 The headings of the Sections and Articles of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the parties hereto.

9.8 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

9.9 If any part of this Agreement is determined by a court or tribunal of competent jurisdiction to be void or unenforceable for any reason whatsoever, then such part shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

9.10 Neither party may sell, assign or transfer any rights or interests created under this Agreement or delegate any of its duties without the prior express written consent of the other party.

9.11 This Agreement shall be governed by and interpreted and construed exclusively in accordance with the laws of the Province of British Columbia (and the federal laws of Canada applicable therein) and each party submits to the exclusive jurisdiction of the courts of the Province of British Columbia for all matters related hereto.

9.12 This Agreement shall be to the benefit of and be binding on, as applicable, the respective heirs, executors, administrators, successors and permitted assigns of each of the parties.

9.13 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. This Agreement may be delivered by facsimile or other means of electronic communication.

9.14 Service Provider acknowledges that this Agreement was prepared by counsel for Company, who received instructions from Company and do not represent Service Provider. As such, Service Provider acknowledges that:

- (a) Service Provider has been requested to obtain its own independent legal advice on this Agreement prior to signing this Agreement;
- (b) Service Provider has been given adequate time to obtain independent legal advice;
- (c) by signing this Agreement, Service Provider confirms that it fully understands this Agreement; and
- (d) if Service Provider signs this Agreement without first obtaining independent legal advice, by signing this Agreement without first obtaining such advice, Service Provider waives its right to obtain independent legal advice.

[SIGNATURE PAGE FOLLOWS]

9.15 Notwithstanding the expiration or termination of this Agreement for any cause, the provisions of this Agreement regarding payment obligations, intellectual property rights, and all other provisions that are expressly or impliedly intended to survive, shall survive any such expiration or termination and shall remain in force.

INTENDING TO BE LEGALLY BOUND, the parties have signed this Agreement as of the Effective Date.

Cloud Nine Web3 Technologies Inc.

Nilda Rivera

Signature

Nilda Rivera

Name

Officer Chief Financial Officer

Title

Next Decentrum Technologies Inc.

Signature

Name

Officer

Title

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Cloud Nine Web3 Technologies Inc.

Signature

Name

Officer

Title

Next Decentrum Technologies Inc.

Rama Ibrahim

Signature

Rama Ibrahim

Name

Officer

Title