

## Content License Agreement

This Content License Agreement (“**Agreement**”) is made by and between Next Decentrum Technologies Inc., a British Columbia corporation with an address for delivery at 1400-128 West Pender Street, Vancouver, BC, V6B 1R8 (“**ND**”), and Cloud Nine Web3 Technologies Inc., a British Columbia corporation with an address for delivery at 800-885 West Georgia Street, Vancouver, BC, V6C 3H1 (“**CNI**”), effective as of October 28, 2021 (the “**Effective Date**”).

**WHEREAS**, ND has developed and is the owner of the Licensed Materials (as hereinafter defined) and CNI wishes to use and offer the Licensed Materials as part of its business; and

**WHEREAS**, ND is authorized to issue a license for the use of such Licensed Materials and wishes to grant CNI a license to the Licensed Materials under the terms and conditions set out herein.

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

**1. DEFINITIONS.** Each of the following terms has the meaning set forth below. All other capitalized terms used in this Agreement have the meanings designated elsewhere in this Agreement.

1.1 “**Confidential Information**” has the meaning set forth in Section 13 of this Agreement.

1.2 “**Content**” means all of the data, objects, software, information, works and other content and materials (and includes interfaces, text, images, graphics, photographs, audio, videos, assessments, lectures, course materials, curricula and syllabi), whether Internet-accessible, digital or otherwise, provided by ND for or relating to each Course. For greater certainty, “**Content**” includes all enhancements, improvements, updates, new versions and other modifications to the foregoing that ND may make available from time to time.

1.3 “**Course**” means a course listed or described in Schedule A attached hereto (as such Schedule A may be updated from time to time with the written consent of both Parties), and “**Courses**” means any one or more or all of such courses, as the context may require.

1.4 “**Course Fee**” means the fee, if any, due from each End User for each applicable Course, as listed or described in Schedule A attached hereto, and “**Course Fees**” means such fees collectively.

1.5 “**Course Management Services**” has the meaning set forth in Section 4 of this Agreement.

1.6 “**Derivative Work**” means original content or other subject matter that is based on any Licensed Materials, including all customizations, enhancements, adaptations, improvements, and other modifications (and including sound recordings, webcasting, or any other form in which a work may be recast, transformed, or adapted)

1.7 “**End Users**” means the end users that access or consume (whether in whole or in part) a Course or any related Content on, through or via (including as a result of a link or other referral provided by) CNI, and “**End User**” means any one of them, as applicable.

1.8 “**Hosting Services**” has the meaning set out in Section 3.1.

1.9 **“Intellectual Property Rights”** means all patents, copyrights, design rights, trademarks, service marks, rights to goodwill or to sue for passing off, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all registrations and applications (or rights to register or apply) for, and renewals or extensions of, such rights and all similar or equivalent rights of forms of protection which subsist or will subsist now or in the future in any part of the world.

1.10 **“License”** means the licenses granted in accordance with Section 2 of this Agreement.

1.11 **“License Fees”** has the meaning set forth in Section 5.3 of this Agreement.

1.12 **“Licensed Materials”** means the Content and the Supplemental Materials, if any, and all derivatives thereof supplied or made available to CNI by ND during the Term.

1.13 **“Party”** means either of ND or CNI, as applicable, and **“Parties”** means ND and CNI collectively.

1.14 **“Services”** means the Hosting Services and the Course Management Services.

1.15 **“Supplemental Materials”** means the documentation and other materials, if any and as applicable, that ND may make available or use to supplement the Content.

1.16 **“System”** means platforms, software, networks and interfaces provided by ND (or its affiliates or designees) which are capable of delivering Content and Supplemental Materials to End Users over the Internet.

1.17 **“Term”** has the meaning set out in Section 2.3.

## **2. GRANT OF LICENSES AND TERM.**

### **2.1 Licenses.**

2.1.1 ND hereby grants to CNI, during the Term of this Agreement: (a) a non-exclusive, sub-licensable (as set out in Section 2.2), worldwide right and license to access, use, copy, offer, publish, modify (as set out herein), market, promote, distribute and link to the Licensed Materials; and (b) a non-exclusive, sublicensable, worldwide right and license to use ND’s trademarks and name, as required, to market and use the Licensed Materials.

2.1.2 For greater certainty, such license permits CNI, without any further payment to or permission by ND or any third party, to, without limitation: (a) publish, modify (to the extent required for branding purposes), distribute, publicly perform, display and link to any Licensed Materials, in whole or in part, in all formats and media as CNI determines in its sole discretion; (b) publish, distribute, display, publicly perform, exhibit, and otherwise exploit in whole or in part, any Licensed Materials in advertising, promotional and other marketing materials, for and related to CNI’s business, through any media now known, or hereafter developed, as CNI determines in its sole discretion; and (c) make Derivative Works and reproduce, publish, publicly perform, display, distribute and link to such Derivative Works in any media now known or hereafter developed. If Licensed Materials related to the first two Courses in Schedule A are incorporated during the Term into fixed media displays by CNI or such Licensed Materials are displayed on CNI’s websites or

otherwise, this license will be perpetual and irrevocable for these uses.

2.1.3 CNI shall not have any obligation to include or link to any Licensed Materials on its website or mobile applications (if any) or to produce, distribute, or otherwise use or exploit the Licensed Materials.

2.2 Sublicenses. ND hereby further acknowledges that CNI may sublicense to End Users the right to access and use the Licensed Materials; *provided that*, ND may present its applicable terms and conditions of use to End Users upon accessing and/or purchasing the Content so long as CNI has provided its express prior approval of such terms and conditions of use and any amendments or other modifications thereto.

2.3 Term. This Agreement shall commence on the Effective Date and terminate after 1 year (“**Initial Term**”). After the Initial Term, this Agreement will automatically renew for further 1 year renewal terms (each a “**Renewal Term**”, together with the Initial Term, the “**Term**”), unless either Party provides notice of its intent to not renew in writing to the other Party at least 90 days prior to the end of the then-current Term.

**3. CONTENT ACCESS.** ND agrees that, consistent with Section 2, it will provide End Users with access to Content hosted on its System or as delivered through CNI (or as CNI may direct, at CNI’s reasonable discretion). Without limiting the foregoing, ND will host all of the Content on its System unless otherwise directed by CNI.

3.1 Hosting and Availability. For Content to be hosted by ND on the System, such Content will be made available to End Users in a form and on bases reasonably acceptable to CNI (“**Hosting Services**”). ND will use its best efforts to make the System and Content available at all times, with at least 99.5% actual uptime, except for planned outages scheduled in advance. ND will keep planned outages to a commercially reasonable minimum. Other (*i.e.*, unplanned) outages may occur from time to time, however, and ND will use its best efforts to: (a) avoid or minimize any such outages, and (b) provide CNI and End Users with regular updates indicating when any such outage will be resolved.

3.2 Delivery through CNI (or as CNI may Direct). For Content to be delivered through CNI (or as CNI may direct, at CNI’s reasonable discretion), such Content will be provided by ND to CNI in a form reasonably acceptable to CNI.

**4. COURSE MANAGEMENT SERVICES.** During the Term of this Agreement, ND will perform the following course management services (collectively, the “**Course Management Services**”) in connection with the License: (a) supporting operation of the Courses, including monitoring and responding to questions, inquiries and feedback from End Users for course-related or technical questions, issues or problems raised by End Users, and identifying and addressing any other technical issues with course operations; (b) ensuring that any material errors, quality standard issues or other issues relating to any Course are identified and addressed; (c) if applicable, ensuring that the Courses may be used with a CNI URL (or another URL directed by CNI from time to time) in substantially the same manner as if the Courses were used with an ND URL; (d) ensuring that the Courses at all times contain (at no additional charge to CNI) the same Content to what is concurrently available in equivalent Courses operated by ND on its own behalf or on behalf of any others and notifying CNI of any material modifications made or required to be made to each Course in order to comply with this requirement; (e) making any modifications to the Courses in accordance with CNI’s branding and other customization instructions; (f) providing any other customer support and maintenance; (g) engaging in reasonable marketing or promotional activities with respect to the Courses as may be requested by CNI in its sole discretion; (h) providing any other services

in addition to the foregoing that (i) ND may provide to any others for whom ND is operating any equivalent Courses or (ii) ND performs for the Courses; and (i) providing any other services as CNI may reasonably request related to the Courses.

## 5. FEES.

5.1 Free Trial Period. Subject to the terms of this Agreement and in consideration of \$1.00 and the mutual agreements contained herein (the sufficiency of which the parties hereby acknowledge), ND will license the Licensed Materials to CNI (on the terms set out in Sections 2.1 and 2.2) and provide the Services for a 6 month free trial (“**Trial Period**”). Starting after the end of the Trial Period, ND will be entitled to the fees set out in Sections 5.3. The Parties may mutually agree to terminate the Agreement at the end of the Trial Period by executing a written termination agreement.

5.2 Course Fees. ND will collect the applicable Course Fees, if any, from each End User, unless otherwise mutually agreed to by the Parties.

5.3 License Fees. ND will be entitled to █████<sup>1</sup> of the gross Course Fees actually collected from End Users (such amounts collected, the “**License Fees**”). Where ND collects the Course Fees, ND will remit █████<sup>2</sup> of the gross Course Fees from End Users to CNI, on a quarterly basis, and submit a report to CNI detailing all Course Fees due and collected in such quarter, within 10 days of each calendar quarter end or other time frame mutually agreed to by the Parties. If any Course Fees are collected directly by CNI, any payments to ND in respect of the corresponding License Fees will be made solely from such Course Fees collected, and CNI will have no obligation to make any other payments for License Fees to ND. The License Fees cover payment for the Services set out in this Agreement.

## 6. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 ND represents, warrants and covenants that:

- 6.1.1 It has the right and ability to enter into this Agreement and to perform its responsibilities and obligations as expressly provided in the Agreement.
- 6.1.2 It owns all right, title and interest in and to the Licensed Materials and the System, including any Intellectual Property Rights therein, and has full right and authority to license the Licensed Materials as set forth herein.
- 6.1.3 The Licensed Materials are free and clear of all liens, claims, security interests and demands of third parties.
- 6.1.4 No additional third-party licenses or license fees are required in order for CNI and its End Users to access and use the Licensed Materials.
- 6.1.5 The Licensed Materials do not contain any virus, worm, trap door, back door, clock, counter or other limiting routine or instruction that would alter or erase data, impair operation of CNI’s or any End User’s computer, mobile phone, network or IT infrastructure or otherwise cause the Licensed Materials to become incapable of being

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<sup>1 2</sup> Represents percentage of revenue sharing between parties.

used in the full manner for which they were designed.

- 6.1.6 The Content and other information contained in the Licensed Materials contains no material errors as of the date of publication.
  - 6.1.7 The Licensed Materials, as provided by ND, will not infringe any Intellectual Property Rights. In the event of any allegation of infringement or violation of any Intellectual Property Rights attributable to the Licensed Materials and in addition to other rights set out in this Agreement, ND shall immediately take all actions necessary to resolve same; *provided that*, in addition to any other remedy or relief to which it may be entitled, CNI, in its sole discretion, may require ND to promptly repair or replace the allegedly infringing Licensed Material, and if ND fails to do so on a timely basis, then ND will refund all applicable Course Fees and License Fees relating to the allegedly infringing Licensed Materials.
  - 6.1.8 The Services will be provided in accordance with the terms of this Agreement and using reasonable skill, care and generally accepted industry standards. All elements of the System will be of satisfactory quality, fit for the purpose for which they are provided and shall be regularly inspected and updated in compliance with generally accepted industry standards.
  - 6.1.9 The execution, delivery and performance by ND of this Agreement, and the use of Licensed Materials by CNI and End Users, do not and will not conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under any contract or other instrument to which ND is a party.
  - 6.1.10 It will comply with all applicable federal, provincial and local laws in performing its obligations hereunder, including all applicable privacy and data protection laws and that it will use commercially reasonable efforts to protect personal information accessed through providing the Services.
  - 6.1.11 It will notify CNI of any known or suspected security breach of its System or any other system containing ND's Confidential Information or any personal information immediately, but in any event, no later than 24 hours after discovery. ND agrees to fully cooperate with CNI with the preparation and transmittal of any notice, which CNI may deem appropriate or required by law, to be sent to employees, End Users or other affected third parties regarding the known or suspected security breach, and to further take appropriate remedial action with respect to the integrity of its security systems and processes. ND shall maintain an information security plan which is a written, documented, and successfully tested security plan in order to secure any Confidential Information and to protect CNI's assets including both physical and network security that includes an appropriate business continuity plan and a written response program addressing the appropriate remedial measures ND shall undertake in the event that there is an information security breach.
- 6.2 CNI represents, warrants and covenants that:
- 6.2.1 It has the right and ability to enter into this Agreement and to perform its responsibilities and obligations as expressly provided in the Agreement.

- 6.2.2 It will comply with the applicable federal, provincial and local laws in performing its obligations hereunder.
- 6.2.3 CNI owns or otherwise has, and will have, the necessary rights and consents in and relating to all data, information, materials and other content provided by CNI so that, as received by ND and used in connection with the Services, they do not and will not violate any privacy or other rights of any third party

**7. LIMITATION OF LIABILITY AND DISCLAIMER.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT WITH RESPECT TO SECTION 8 , IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON UNDER ANY THEORY OF LIABILITY, INCLUDING CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY), BREACH OF STATUTORY DUTY OR OTHERWISE, FOR THE FOLLOWING TYPES OF LOSS OR DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF, OR COULD HAVE FORESEEN, SUCH LOSS OR DAMAGES IN ADVANCE: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES; AND (B) WHETHER DIRECT OR INDIRECT, LOSS OF REVENUE, INCOME, PROFIT, SAVINGS OR SHARE VALUE, LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEMS, PROGRAMS, NETWORKS OR HARDWARE (OR THE RECOVERY OF SUCH) OR LOSS OF GOODWILL. EXCEPT WITH RESPECT TO SECTION 8, CNI'S LIABILITY, AND THAT OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL FEES ACTUALLY PAID BY CNI TO ND UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GAVE RISE TO SUCH LIABILITY. EXCEPT WITH RESPECT TO SECTION 8, ND'S LIABILITY, AND THAT OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WILL NOT EXCEED, IN THE AGGREGATE, TWO-TIMES (2X) THE TOTAL FEES ACTUALLY PAID BY CNI TO ND DURING THE TERM OF THIS AGREEMENT.

EXCEPT FOR THE EXPRESS WARRANTIES AND REPRESENTATIONS PROVIDED IN THIS AGREEMENT, THE LICENSED MATERIALS AND THE SERVICES ARE PROVIDED "AS-IS" AND ND HEREBY DISCLAIMS ANY AND ALL OTHER GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES REGARDING THE LICENSED MATERIALS AND THE SERVICES, WHETHER IMPLIED OR STATUTORY, ORAL OR OTHERWISE, ARISING UNDER ANY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION CONDITIONS AND WARRANTIES WITH RESPECT TO MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ND HEREBY DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE IN CONNECTION WITH ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION SOLELY TO THE EXTENT THAT THE INFRINGING MATERIAL IN QUESTION IS BASED ON WRITTEN INSTRUCTIONS PROVIDED BY CNI AND THE WRITTEN INSTRUCTIONS ARE THE CAUSE OF SUCH CLAIM OF INFRINGEMENT OR MISAPPROPRIATION.

## **8. INDEMNIFICATION.**

8.1 Indemnity. Each Party (in such capacity, an "**Indemnitor**") shall indemnify, defend, and hold harmless the other Party and such other Party's affiliates, officers, directors, employees, agents, licensors,

licensees, successors and assigns (each in such capacity, an “**Indemnitee**”), from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (“**Losses**”) that are incurred by an Indemnitee, including legal fees arising out of or in connection with any claim, suit, action, or proceeding relating to any actual or alleged breach by an Indemnitor of such Indemnitor’s representations, warranties or covenants hereunder, or any gross negligence or willful misconduct of such Indemnitor or such Indemnitor’s employees or contractors in connection with the performance of its obligations under this Agreement.

8.2 Conditions to Indemnification. The obligations to indemnify are subject to the following conditions: The Indemnitee must give prompt written notice to the Indemnitor of a claim for which the Indemnitee seeks to be indemnified and the Indemnitee shall permit the Indemnitor to assume and control the defense of any third-party claim, with counsel selected by the Indemnitor. Further, the Indemnitee must:

- 8.2.1 not enter into any settlement of any such third party claim without the Indemnitor’s prior written consent, which shall not be unreasonably withheld or delayed;
- 8.2.2 not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Indemnitor;
- 8.2.3 provide reasonable cooperation to the Indemnitor, and take such action as reasonably required by the Indemnitor, in defense of any third-party claim.

## 9. **INTELLECTUAL PROPERTY RIGHTS AND CERTAIN OTHER RIGHTS.**

### 9.1 ND.

- 9.1.1 ND represents and warrants that it owns all right, title and interest in the worldwide Intellectual Property Rights in the Licensed Materials.
- 9.1.2 ND retains all Intellectual Property Rights and other rights in the Licensed Materials (including any Derivative Works created by ND or CNI, but excluding any aspects of Derivative Works created by CNI that contain CNI’s Intellectual Property Rights) and nothing in this Agreement shall be taken to grant any rights to CNI in respect of such Intellectual Property Rights or other rights of ND not specifically referenced herein.

### 9.2 CNI.

- 9.2.1 CNI retains all Intellectual Property Rights and other rights in its website and mobile applications (if any), and all aspects of its own Intellectual Property Rights included in any Derivative Works created by CNI, and all advertising and promotion relating to the foregoing, and nothing in this Agreement shall be taken to grant any rights to ND in respect of such Intellectual Property Rights or other rights of CNI not specifically referenced herein.
- 9.2.2 CNI retains all right, title and interest in and to all data, information, materials and other content created, provided, generated, collected or stored by or in respect of CNI or any End Users (except to the extent that CNI has entered into separate agreements with any others with respect to such), including text, media, analytics and metadata, and in all

cases regardless of whether such data, information, materials or other content is produced by ND or by or on the System, and nothing in this Agreement shall be taken to grant any right, title or interest to ND in respect of any of the foregoing. CNI hereby grants ND the right to use such data, information, materials and other content solely to the extent necessary for ND to provide the Services and perform its other obligations under this Agreement.

**10. TERMINATION.** The Parties may terminate this Agreement under the following provisions or as otherwise set out in this Agreement.

10.1 Each Party may terminate this Agreement on written notice to the other Party under the following conditions:

10.1.1 if the other Party is in material or persistent breach of any of the terms of this Agreement and either that breach is incapable of remedy, or the other Party fails to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach;

10.1.2 if the other Party becomes insolvent; files a petition in bankruptcy; or makes an assignment for the benefit of its creditors; or

10.1.3 either Party may provide notice of its intention to not renew this Agreement in accordance with the provisions of Section 2.3;

10.2 CNI Termination Right. CNI may terminate this Agreement if performance or compliance with any of its obligations under this Agreement would result in a violation of any applicable law, rule, regulation (including any rules or regulations of any applicable securities exchange) or judicial order.

10.3 Other Termination Rights. The Parties may terminate this Agreement as set out in Section 5.1. Termination by either Party in accordance with the rights contained in this Section 10 shall be without prejudice to any other rights or remedies that Party may have accrued prior to termination.

**11. EFFECTS OF TERMINATION.** If this Agreement expires or is terminated for any reason, CNI will cease promoting, distributing and using the Licensed Materials except as required to fulfill its obligations to End Users and except as set out in Section 2.1.2. Notwithstanding expiration or termination of this Agreement, in no event will ND act or fail to act in a manner which prevents access to or interrupts use of the Licensed Materials by End Users accessing and using same pursuant to agreements entered into prior to the date of termination or expiration of this Agreement, and for greater certainty, ND will continue to provide Services in connection therewith even after expiry or termination of this Agreement where ND has received fees under this Agreement. Further, upon expiration or termination of this Agreement, ND will promptly: (a) return to CNI all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on CNI's Confidential Information; and (b) permanently erase CNI's Confidential Information from its computer systems. The provisions of Sections 5-11, 13-15, 17-18, 19 and 20 shall survive any termination or expiration of this Agreement.

**12. FORCE MAJEURE.** Neither Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent and for so long as it results from any cause beyond its control including any of the following: act of god, governmental act, war (declared or undeclared), riot, terrorism, civil war, fire, flood, embargo, sabotage, labor strike, internet outage, explosion or civil commotion which could not have been avoided. For greater certainty, the COVID-19 pandemic is not and



shall not be a force majeure event.

**13. CONFIDENTIALITY.** Each Party shall use the same degree of care in protecting confidential information designated in writing as “Confidential Information” by the other Party as it uses in protecting its own information of a similar nature, but in no event less than a commercially reasonable degree of care. “Confidential Information” may include but not be limited to all non-public information that either Party keeps confidential including information relating to End User data, clients, finances, pricing, software, business plans and marketing strategies. The Parties agree that, in their capacity as receiving Party, during the Term and thereafter, neither will disclose such Confidential Information without prior written permission from the other Party, except as otherwise permitted under this Agreement (including under Section 14) or to legal and financial advisors or those performing similar services on behalf of a Party who have a *bona fide* need to know and who are bound by terms of confidentiality at least as restrictive as those used herein. Confidential Information shall not include any information which: (a) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement or wrongful act of the receiving Party; or (b) is legally required to be disclosed under operation of law, rule, legal or judicial process.

**14. PUBLICITY.** CNI may identify ND to End Users as provider of the Licensed Materials and in its marketing and promotional materials. Further, CNI may make any announcement or disclosure about this Agreement or the subject matter hereof, including disclosure of this Agreement in its entirety, as required by, pursuant to or advisable under applicable law (including any rules or regulations of any applicable securities exchange) or otherwise at its sole discretion. ND will not make any announcement or disclosure about this Agreement or the subject matter hereof without the prior written consent of CNI, which consent CNI will not unreasonably withhold.

**15. RELATIONSHIP OF PARTIES.** ND and CNI are independent contractors with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment, or partnership relationship.

**16. ASSIGNMENT.** Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party and any assignment without such consent is void. Notwithstanding the foregoing, CNI may assign all of its rights and obligations under this Agreement to any person or entity that controls CNI, is controlled by CNI, or is under common control with CNI, or to any successor in interest that acquires all or substantially all of the assets of CNI. ND may not delegate the performance of its duties hereunder to any person or entity without CNI’s express written consent; *provided that*, in all events ND shall be responsible for the performance, in accordance with the terms of this Agreement, of any services performed by any delegate(s). This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

**17. GOVERNING LAW/FORUM.** This Agreement, and all disputes arising from or relating to this Agreement, will be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without any reference to any rule of conflict of laws. The parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia (Vancouver registry) for any actions or proceedings arising out of or relating to the enforcement of this Agreement.

**18. NON-SOLICITATION.** During the Term (including any renewal terms) of this Agreement and for a

period of 12 months after the latter of its termination or expiration, the Parties agree not to directly or indirectly solicit for hire or hire any employee of the other Party that worked under this Agreement without the express written consent of the other Party. A Party's general solicitation of employees (through, for example, advertisements in newspapers, magazines, or trade journals) will not be a violation of this provision nor will a Party's hiring of personnel of the other Party who corresponds to such a general solicitation be a violation of this Section 18.

**19. OFFICIAL NOTICES.** All notices and other communications required by the terms of this Agreement will be in writing and delivered personally or sent to the Parties at the addresses set forth above by: (a) certified or registered mail, or reputable overnight carrier, or (b) via facsimile or email (with confirmation of receipt by recipient's facsimile machine or email). Notices will be deemed to have been given (a) two days after mailing, (b) on the date of personal delivery or (c) on the date of transmission of a facsimile or email if on a business day during normal business hours (or, if not, the next succeeding business day).

**20. GENERAL.**

20.1 Amendment. Any amendment or variation of this Agreement shall not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by or on behalf of each of the Parties.

20.2 Severability. If any provision of this Agreement is at any time unenforceable or invalid for any reason it will be severable from the remainder of this Agreement and, in its application at that time, this Agreement will be construed as though such provision was not contained herein and the remainder will continue in full force and effect and be construed as if this Agreement had been executed without the invalid or unenforceable provision.

20.3 No Third-Party Beneficiaries. Except as set forth in the next sentence, this Agreement is for the benefit of, and shall be enforceable by, the Parties only, and is not intended to confer any right or benefit on any third party. The Parties hereby expressly designate the applicable Indemnitees as third-party beneficiaries of this Agreement.

20.4 Further Assurances. Each Party shall, and shall cause its representatives to execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

20.5 Interpretation. For purposes of this Agreement: (a) the words "include", "includes", and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (d) words denoting any gender include all genders. This Agreement shall 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 headings in this Agreement are solely for convenience and will not be considered in its interpretation.

20.6 Waiver. No waiver by any Party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any Party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different nature, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will 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.

20.7 Sole and Entire Agreement. This Agreement, including any Schedules attached hereto (all of which constitute part of this Agreement), constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all previous, and contemporaneous oral statements, negotiations, commitments, prior contracts and amendments, agreements, warranties, representations and understandings relating hereto.

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

*- Signatures Follow on Next Page -*

This Agreement has been entered into on the Effective Date and has been duly signed by each Party's authorized representatives.

**Accepted and Agreed:**  
**NEXT DECENTRUM TECHNOLOGIES INC.**

**Accepted and Agreed:**  
**CLOUD NINE WEB3 TECHNOLOGIES INC.**

By: "Hussein Hallak"

By: "Nilda Rivera"

Print Name: Hussein Hallak

Print Name: Nilda Rivera

Title: CEO

Title: CFO

**SCHEDULE A**  
**Courses and Course Fees**

<b>Name of Course</b>	<b>Course Fee Due From Each End User</b>
The Quick & Dirty Guide to Blockchain Email Course	Nil.
The Quick & Dirty Guide to Blockchain (PDF Resource)	Nil.
The Quick & Dirty Guide to Blockchain - Extended	CAD equivalent of \$US 97
Blockchain Masterclass (under development)	CAD 1500 (anticipated – to be agreed by the Parties)
The Quick & Dirty Guide to NFTs (PDF Resource) – under development	Nil.
The Quick & Dirty Guide to NFTs – Extended -under development	[ ]
The NFT Cybersecurity Playbook (PDF Resource)	Free