

## VIRTUAL OFFICE SERVICES AGREEMENT

This AGREEMENT FOR VIRTUAL OFFICE SERVICES (“**Agreement**”) is made this 8th day of November, 2021 by and between TERRAZERO TECHNOLOGIES INC., a British Columbia company (“**TerraZero**”), and CLOUD NINE WEB3 TECHNOLOGIES INC., a British Columbia company (“**Client**”). The parties hereby agree as follows:

1. **Services Provided.** Client is interested in getting a virtual office service (the “**Services**”) from TerraZero located within Decentraland (decentraland.org) (the “**Land**”). The whole of the Land remains the property of the TerraZero and remains in TerraZero’s possession and control. Client acknowledges that this Agreement creates no tenancy interest, leasehold or other real property interest in Client’s favor with respect to the virtual office. This Agreement is for the Client and cannot be transferred or assigned by the Client to any other person or entity without the prior written consent of TerraZero. TerraZero may transfer the benefit of this Agreement and its obligations under it at any time.
2. **License.** This Agreement is not a lease, nor does it convey any interest in real property. It merely creates a revocable license. TerraZero will license a virtual office to the Client (the “**Office**”).
3. **Office.** The Office will be located within the building (the “**Building**”) that will be located on the Land. The Building will consist of multiple other offices which may be used or licensed by other parties. TerraZero will provide one office room within the Building to the Client. The Building will consist of multiple floors and each floor of the Building may have several offices.

#### 4. **Basic Terms**

The basic terms of this Agreement are:

- (a) **TerraZero’s Land Location:** 20,123;21,123;20,122;21,122: within Decentraland.
- (b) **Licensed Office:** One room within the Building to be provided to the Client for use and designated by TerraZero.
- (c) **License Fee:** Cad\$500 plus applicable taxes per month with the full term of the license to be prepaid by the Client as of the date of this Agreement in the amount of Cad\$6,000 plus applicable taxes.
- (d) **Term:** 12 months from the Commencement Date.
- (e) **Commencement Date:** immediately upon the Office being available for use by the Client, and in no event shall that be later than forty-five (45) days from the date of this Agreement.
- (f) **Expiry Date:** 12 months from the Commencement Date unless terminated earlier by TerraZero.
- (g) **Permitted Use:** the Client agrees to use the Services only for legal purposes. The Client agrees with TerraZero not to carry on any business which could be construed illegal, defamatory, immoral or obscene and agrees not to use the address of TerraZero whether directly or indirectly for any such purpose or purposes. Client’s business activities consist of: EdTech, VPN, and other products and services as disclosed on its website. The Client may not post or use any decorations that are pornographic, racist, defamatory or violate the rules of the Decentraland DAO. The Client may not place a logo or brand on the outside of the Building. The Client has no right to the non-fungible token (“**NFT**”) of the Decentraland land parcels that are owned by TerraZero. NFTs owned by the Client may be displayed within the Office so long as the NFTs are not illegal, obscene, defamatory, or otherwise violate the rules of the Decentraland DAO.

If the Client changes its nature of business, it must immediately notify TerraZero in writing.

5. **Confidentiality.** Client recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information (“**Confidential Information**”) about TerraZero. Client agrees that during the Term of this Agreement and thereafter: (a) Client shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information as is provided with respect to Client's own similar information, but in no event less than a reasonable standard of care; (b) Client will use Confidential Information solely for the purposes of this Agreement; and (c) Client will not disclose Confidential Information to any third party without the express prior written consent of TerraZero. Similarly TerraZero recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information about Client. TerraZero agrees that during the Term of this Agreement and thereafter TerraZero shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information of Client. If TerraZero transfers its business or any business segment that provides services to Client, TerraZero is authorized to transfer all user information to TerraZero’s successor.
6. **Costs.** Each of the parties will be responsible for their respective expenses and costs in connection with this Agreement including their own legal, accounting, and advisory costs and services. For greater certainty, the costs associated with operating the Client’s business within the Office are the exclusive responsibility of the Client including, but not limited to, streaming an event or any custom programming to the Office. The Client may request additional services from TerraZero to be negotiated and finalized in a management services or consulting agreement.
7. **Liability.** TerraZero shall not in any circumstances be liable, whether in tort, contract, misrepresentation (whether innocent or negligent) or otherwise for:
  - (a) loss of profits; or
  - (b) loss of business; or
  - (c) depletion of goodwill or similar losses; or
  - (d) loss of anticipated savings; or
  - (e) loss of goods or damage to property; or
  - (f) loss of use; or
  - (g) loss or corruption of data or information; or
  - (h) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

TerraZero shall not be liable or responsible to the Client for any injury or damage resulting from the acts or omissions of TerraZero’s employees, officers, directors, or consultants, other clients, or for any failure of services provided.

8. **Public Communications.** Each of TerraZero and the Client agree to consult with each other prior to issuing any press releases or otherwise making public statements with respect to this Agreement. Without limiting the generality of the foregoing, no party shall issue any press release regarding this Agreement or any transaction relating to this Agreement without first providing a draft of such press release to the other party and reasonable opportunity for comment; provided, however, that the foregoing shall be subject to each party’s overriding obligation to make any such disclosure required in accordance with applicable laws. If such disclosure is required and the other party has not reviewed or commented on the disclosure, the party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other party, and if such prior notice is not possible, to give such notice promptly following such disclosure.

9. **Termination.** Breaching or violating any provision of this Agreement shall be grounds for immediate termination of this Agreement and all services provided herein.
10. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of the province of British Columbia, sitting in the city of Vancouver, with respect to any dispute to or arising out of this Agreement.
11. **Amendments.** This Agreement may only be amended by further written agreement executed and delivered by all of the parties or their agents.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, and discussions of the parties hereto whether oral or written, express or implied, relating to the subject matter hereof.
13. **Notices.** All notices that may be or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally, delivered by courier or sent by facsimile or other electronic transmission.
14. **Authority.** The party or parties executing this Agreement on behalf of the Client warrant(s) and represent(s) that such executing party (or parties) has (or have) complete and full authority to execute this Agreement on behalf of Client, that Client shall fully perform its obligations hereunder, and that same shall fully indemnify, defend and save TerraZero harmless from any breach of these warranties and representations.

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

**TERRAZERO TECHNOLOGIES INC.**

Per: 

Authorized Signatory  
Name: Dan Reitzik  
Title: Director

**CLOUD NINE WEB3 TECHNOLOGIES INC.**

Per: 

Authorized Signatory  
Name: SEFTON FINCHAM  
Title: PRESIDENT