

## SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is made by and between Argent Crypto Inc., a British Columbia corporation with an address for delivery at [insert] ("**Argent**"), 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 January 20, 2022 (the "**Effective Date**").

**WHEREAS**, Argent is a cryptocurrency consulting company with the ability to provide cryptocurrency mining services;

**WHEREAS**, CNI wishes to obtain cryptocurrency mining services using unused computer processing power of a user base developed by CNI through providing virtual private network (VPN) services; and

**WHEREAS**, Argent is willing to provide such cryptocurrency mining and related services to CNI 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 "**Accounting Period**" has the meaning set out in Section 3.2.
- 1.2 "**CNI Share**" has the meaning set out in Section 3.1.
- 1.3 "**Confidential Information**" has the meaning set out in Section 5.1.
- 1.4 "**Converted Fiat Amount**" means the gross amount of fiat currency generated by converting the Generated Digital Assets into fiat currency.
- 1.5 "**Digital Asset**" means any denomination of cryptocurrencies, virtual currencies or coins.
- 1.6 "**Generated Digital Assets**" means the Digital Assets Mined by Argent using the VPN User Database.
- 1.7 "**Indemnitor**" and "**Indemnitee**" have the meanings set out in Section 7.2.
- 1.8 "**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.
- 1.9 "**Losses**" has the meaning set out in Section 7.2.

- 1.10 “**Mine**” or “**Mining**” means the process in which transactions for various forms of Digital Assets are verified and added to a cryptocurrency digital ledger.
- 1.11 “**Party**” means either of Argent or CNI, as applicable, and “**Parties**” means Argent and CNI collectively.
- 1.12 “**Performance Fee**” means the [REDACTED]<sup>(1)</sup> fee to be retained by Argent from the Converted Fiat Amount.
- 1.13 “**Services**” has the meaning set out in Section 2.1.
- 1.14 “**Term**” has the meaning set out in Section 4.1.
- 1.15 “**VPN User Database**” means CNI’s database of VPN Users.
- 1.16 “**VPN Users**” means customers of CNI that have signed up for CNI’s virtual private network known as “Limitless VPN”.

## 2. **SERVICES**

- 2.1 Subject to the terms and conditions contained herein, on and following the Effective Date and when required by CNI, Argent shall provide to CNI the services described in Schedule A to this Agreement (collectively, the “**Services**”). During the Term and upon notice to Argent, CNI shall retain the right to require Argent to initiate, halt, and re-commence the Services at CNI’s sole discretion and in accordance with the terms of the notice provided by CNI.
- 2.2 Argent shall regularly inform CNI of all matters concerning the Services during the Term, and shall otherwise apprise CNI of all matters concerning the Services upon request.
- 2.3 During the Term, Argent shall:
- (a) well and faithfully serve CNI, and be reasonably available to perform the Services;
  - (b) abide by the deadlines, time constraints, guidelines and other restrictions communicated to it by CNI and agreed upon between it and CNI;
  - (c) refrain from acting in any manner contrary to the interests of CNI; and
  - (d) conduct its activities hereunder in accordance with all applicable laws.
- 2.4 CNI agrees to provide Argent with reasonable access to its personnel, systems and information to the extent reasonably required by Argent to perform the Services. Specifically, CNI will provide administrative access to the VPN User Database to allow Argent to use the unused computing processing power of the devices of the VPN Users as described in the Services. Additionally, CNI may require that Argent retain specific consultants to perform this aspect of the Services.
- 2.5 Argent shall for all purposes herein be deemed to be an independent contractor and shall, unless otherwise expressly provided or authorized herein, have no authority to act for or represent CNI or otherwise be deemed an agent of CNI.

<sup>(1)</sup> Represents the percentage of revenue sharing between parties

### 3. PAYMENT FOR SERVICES; ALLOCATION OF CONVERTED FIAT AMOUNT

- 3.1 Argent shall collect the Generated Digital Assets into a crypto wallet designated solely to hold the Generated Digital Assets. On the first business day of each calendar month during the Term, Argent shall convert the Generated Digital Assets into the fiat currency designated by CNI. From the Converted Fiat Amount, in exchange for the Services, Argent shall be entitled to the Performance Fee. The remaining balance of the Converted Fiat Amount, being ██████████ of the Converted Fiat Amount (the “**CNI Share**”), shall be paid to CNI as set in Section 3.2. <sup>(2)</sup>
- 3.2 Payments of CNI’s Share are due ten (10) days after the end of each calendar month (“**Accounting Period**”) and shall be paid by wire transfer to accounts designated by CNI or as otherwise agreed by Argent and CNI. With payment of the CNI Share, Argent shall deliver to CNI a true and accurate report, providing the information set out in Section 3.3 for the preceding Accounting Period under this Agreement.
- 3.3 Argent shall deliver to CNI the report described in Section 3.2, which shall provide the following information:
- (a) quantity and types of Digital Assets Mined during the applicable Accounting Period;
  - (b) calculations showing the conversion of the Generated Digital Assets into Converted Fiat Currency and the gross amount of Converted Fiat Currency, including all transaction and incidental costs incurred as a result of the conversion; and
  - (c) any other information reasonably required by CNI for accounting or audit purposes.

All reports under this Section 3.3 shall be Confidential Information (as defined below) of CNI.

- 3.4 Argent shall be responsible for all costs associated with the performance of the Services, except that CNI shall reimburse Argent for any actual out-of-pocket expenses incurred by Argent on CNI’s behalf that CNI has expressly pre-approved in writing. Argent agrees to promptly forward to CNI all invoices for pre-approved expenses incurred by Argent, and CNI shall reimburse Argent for such expenses following presentation of an invoice with attached receipts.
- 3.5 Except as otherwise agreed in writing between the Parties, Argent is responsible to provide and maintain all computers, software and other equipment and supplies required for the provision of the Services.
- 3.6 Except as expressly provided in Section 3.1, or as agreed by CNI and Argent pursuant to Section 3.4, Argent shall not be entitled to any compensation or benefits or any other amounts or consideration from CNI under this Agreement or otherwise as a result of the Services. All amounts paid by CNI to Argent hereunder are inclusive of all taxes.
- 3.7 Argent shall maintain and keep all additional records that relate to activities performed by Argent hereunder, as may be requested by CNI. Such records shall be made available to CNI upon request.

### 4. TERM AND TERMINATION

- 4.1 The term of this Agreement will commence on Effective Date and will continue until terminated as set out in Section 4.2 (the “**Term**”).
- 4.2 This Agreement may be terminated:

<sup>(2)</sup> Represents the percentage of revenue sharing between parties

- (a) at any time by CNI, by giving at least ninety (90) days' notice in writing to Argent;
- (b) at any time by CNI, immediately upon notice to Argent, if Argent breaches any term of this Agreement (including if Argent fails to perform the Services as set out in this Agreement); or
- (c) at any time by Argent, by giving at least ninety (90) days' notice in writing to CNI; or
- (d) at any time by Argent, immediately upon notice to CNI, if CNI breaches any term of this Agreement.

If this Agreement is terminated in accordance with Sections 4.2(a) above, the Parties shall discuss what Services, if any, shall be delivered during the termination notice period.

- 4.3 At the end of the Term, Argent will promptly: (a) deliver any remaining CNI Share with related reporting as set out in Section 3.3; (b) return to CNI all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on CNI's Confidential Information; and (c) permanently erase CNI's Confidential Information from its computer systems. The provisions of Sections 2.5, 3.6, 3.7, 4.3, 5, 6, 7, 8.1, 8.2, 8.4, 8.6, 8.7, 8.8, 8.9, 8.10, 8.11 and 8.12 shall survive any termination of this Agreement.

## 5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1 In this Agreement, "**Confidential Information**" means information, whether or not created by or originating with Argent, that relates to the business or affairs of CNI, its affiliates, users, clients or suppliers and is confidential or proprietary to, about or created by CNI, its affiliates, users, clients, or suppliers. Confidential Information includes, but is not limited to, the following types of confidential information and other proprietary information of a similar nature (whether or not reduced to writing or designated or marked as confidential):

- (a) information regarding CNI's products (including all information and data on the Limitless VPN), information relating to research or data that has not been publicly disclosed, including but not limited to, production data, technical data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing, exploiting and licensing proprietary rights; and
- (b) marketing and development plans, price and cost data, marketing techniques and methods of obtaining business, current and prospective client lists including all information accessible from CNI's systems, the VPN User Database, and future plans and potential strategies of CNI that have been or are being discussed.

Notwithstanding the foregoing, Confidential Information does not include information that:

- (c) is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement;
- (d) is or becomes available to Argent on a non-confidential basis from a source other than CNI, unless Argent know or should reasonably know that such source is prohibited from disclosing the information to Argent by a contractual, fiduciary or other legal obligation to CNI; or
- (e) was known to Argent on a non-confidential basis prior to its or his disclosure to Argent by CNI.

- 5.2 Argent acknowledges that the Confidential Information is a valuable and unique asset of CNI and that the Confidential Information is and shall remain the exclusive property of CNI. Argent agrees to maintain securely and hold in strict confidence all Confidential Information received, acquired or developed by Argent, or disclosed to Argent as a result of or in connection with the Services. Argent agrees that, both during and after the Term, it shall not, directly or indirectly, divulge, communicate, use, copy or disclose to any person or permit others to use, copy or disclose, any Confidential Information, except as such disclosure or use is required to perform the Services hereunder or as may be consented to by prior written authorization of CNI. s
- 5.3 Nothing in this Agreement shall preclude Argent from disclosing Confidential Information if such disclosure is required to be made by any applicable law or regulation or by an order of a competent judicial, legislative or regulatory body or authority, provided that such disclosure is made only to the extent of the requirement. If Argent is required to make such disclosure then, subject to applicable laws:
- (a) before the disclosure is made, Argent shall notify CNI of the requirement to make such disclosure (and the extent of the requirement), so that CNI may seek an appropriate protective order or take any other action it deems necessary to preserve the confidentiality of the Confidential Information;
  - (b) Argent shall refrain from opposing, and shall cooperate in the prosecution of, any action by CNI to obtain a protective order or other remedy or assurance; and
  - (c) Argent shall take all reasonable steps (after consultation with CNI and at CNI's request and expense) to preserve the confidential nature of the Confidential Information.
- 5.4 CNI retains all Intellectual Property Rights and other rights in its systems, the Limitless VPN and the VPN User Database and nothing in this Agreement shall be taken to grant any rights to Argent in respect of such Intellectual Property Rights or other rights of CNI.
- 5.5 CNI may identify Argent as the provider of the Services. 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. Argent 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.
- 5.6 During the Term and for a period of twelve (12) months immediately following the Term, Argent covenants and agrees that it shall not, directly or indirectly, on its own behalf or on behalf of a third party hire or retain any employee or independent contractor of CNI (except in response to indirect public employment solicitations including, but not limited to, newspaper ads and solicitations on Argent's website or a third party website).
- 5.7 During the Term and for a period of twelve (12) months immediately following the end of the Term, Argent covenants and agrees that it shall not, directly or indirectly, on its own behalf or on behalf of a third party, contact, solicit or endeavor to entice away any person or entity who during the Term is a client or customer or was reasonably perceived to be a potential client or customer of CNI (including any VPN Users) for the purpose of supplying or selling to such clients or customers, any services or products that are, in the reasonable opinion of CNI, competitive with the services or products provided, developed, marketed, sold or licensed by CNI.

5.8 Argent acknowledges that the restrictions contained in this Section 5 are, in view of the nature of the business of CNI, reasonable and necessary to protect the legitimate interests of CNI, that CNI would not have entered into this Agreement in the absence of such restrictions and that any violation of any provision of those sections could result in irreparable injury to CNI. Argent agrees that, in the event of a violation of any of the restrictions referred to in this Section 5, CNI shall be entitled to such injunctive relief or other remedies at law or in equity which a court deems fit.

## 6. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Argent represents, warrants and covenants that:

- (a) It has the right and ability to enter into this Agreement and to perform its responsibilities and obligations as expressly provided in the Agreement.
- (b) 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 systems and other resources used by Argent to perform the Services 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.
- (c) The execution, delivery and performance by Argent of this Agreement, does 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 Argent is a Party.
- (d) It will comply with all applicable federal, provincial and local laws in providing the Services and otherwise performing its obligations hereunder, including all applicable privacy and data protection laws and that it will use commercially reasonable efforts to protect personal information (if any) accessed through providing the Services.
- (e) It will notify CNI of any known or suspected security breach of its systems or any other system containing CNI's Confidential Information or any personal information immediately, but in any event, no later than 24 hours after discovery. Argent 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 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. Argent 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 Argent shall undertake in the event that there is an information security breach.

6.2 CNI represents, warrants and covenants that:

- (a) It has the right and ability to enter into this Agreement and to perform its responsibilities and obligations as expressly provided in the Agreement.
- (b) It will comply with the applicable federal, provincial and local laws in performing its obligations hereunder.

## 7. LIMITATION OF LIABILITY; INDEMNITY

- 7.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT WITH RESPECT TO SECTION 7.2, 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 SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF, OR COULD HAVE FORESEEN, SUCH LOSS OR DAMAGES IN ADVANCE: ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.
- 7.2 Each Party (in such capacity, an “**Indemnitor**”) shall indemnify, defend, and hold harmless the other Party and such other Party’s affiliates, officers, directors, and employees (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 third party 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.
- 7.3 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:
- (a) 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;
  - (b) not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Indemnitor; and
  - (c) provide reasonable cooperation to the Indemnitor, and take such action as reasonably required by the Indemnitor, in defense of any third party claim.

## 8. GENERAL.

- 8.1 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. Argent 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 Argent 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.

- 8.2 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.
- 8.3 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.
- 8.4 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).
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 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.
- 8.10 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.

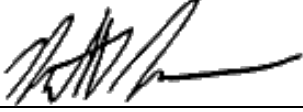
- 8.11 This Agreement, including any Schedules attached hereto (all of which constitute part of this Agreement), constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all previous, and contemporaneous oral statements, negotiations, commitments, prior contracts and amendments, agreements, warranties, representations and understandings relating hereto.
- 8.12 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.

*[SIGNATURE PAGE FOLLOWS]*

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

**Accepted and Agreed:**

**ARGENT CRYPTO INC.**

By:  \_\_\_\_\_

Print Name:  Matt Green

Title:  Co-Founder and Director

**Accepted and Agreed:**

**CLOUD NINE WEB3 TECHNOLOGIES INC.**

By:  \_\_\_\_\_

Print Name:  Nilda Rivera

Title:  CFO

**SCHEDULE A  
SERVICES**

**Argent will perform the following services:**

- (a) Use the unused processing power of the devices of the VPN Users to:
  - (i) Mine Digital Assets.
  - (ii) Perform various background Central Processing Unit (CPU) tasks such as research data mining or other tasks as directed by CNI.
- (b) From Mining, collect Generated Digital Assets and convert the Generated Digital Assets into fiat currency.
- (c) Distribute the CNI Share to CNI.