

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** is made as of the 30<sup>th</sup> day of March, 2023 and is  
**BETWEEN**

**GZU ENTERTAINMENT INC.**, a corporation incorporated under the laws of the Province of British Columbia ("**Purchaser**")

**AND**

**LOOKING GLASS LABS LTD.**, a corporation incorporated under the laws of the Province of British Columbia ("**Vendor**")

**WHEREAS** pursuant to a letter of intent dated March 13, 2023 between the Vendor and the Purchaser, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendor certain assets, property and undertakings as particularly set out at Schedule "A" attached hereto, upon and subject to the terms and conditions of this Agreement;

**IN CONSIDERATION** of the premises and mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree with one another as follows:

### **1. Definitions and Interpretation**

1.1 *Definitions.* Whenever used in this Agreement, the following words and terms will have the respective meanings ascribed to them below:

1.1.1 "**Agreement**" means this Asset Purchase Agreement, all of the Schedules to this Asset Purchase Agreement and all instruments supplemental to or in amendment or confirmation of this Asset Purchase Agreement.

1.1.2 "**Closing**" means the completion of the purchase and sale of the Purchased Assets pursuant to this Agreement.

1.1.3 "**Closing Date**" means the date on which the purchase and sale of the Purchased Assets is completed, which shall be the date mutually agreed by the Purchaser and the Vendor.

1.1.4 "**Closing Time**" means 10:00 a.m. (Vancouver time) on the Closing Date or such other time on such date as the parties may agree as the time at which the Closing will take place.

1.1.5 "**Content**" means the content derived from any sale, license, use and/or merchandising of the Current GZP Chapters.

1.1.6 "**Current GZP Chapters**" means the four (4) live action series created by GZP and the four (4) digital comics created by GZP, as exist prior to the Closing Date.

- 1.1.7 "**Damages**" has the meaning given in Section 6.1.
- 1.1.8 "**Encumbrance**" means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, claim, infringement, interference, option, right of first refusal, pre-emptive right, community property interest or restriction of any nature (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset (except statutory hold periods), any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).
- 1.1.9 "**Exchange**" means the Neo Exchange.
- 1.1.10 "**Film Production Tax Credits**" means the aggregate of: (i) the Canadian Film or Video Production Tax Credit under section 125.4 of the *Income Tax Act* (Canada), section 1106 of the *Income Tax Regulations* (Canada) and other related rules and regulations; and (ii) the British Columbia Production Services Tax Credit under the *Income Tax Act* (British Columbia);
- 1.1.11 "**GenX Collection**" means the collection of 10,000 avatars created in September 2021 as visually displayed at <https://opensea.io/collection/genx-by-hok> and stored in the Ethereum wallet: [REDACTED WALLET INFORMATION]
- 1.1.12 "**GZP Co**" means GenZeroes Productions Inc.
- 1.1.13 "**GZP Co Shares**" means One Hundred (100) common shares in the capital of GZP Co representing 100% of all issued and outstanding securities of GZP Co.
- 1.1.14 "**Governmental Authority**" means any federal, provincial, state, municipal, county or regional government or governmental authority, domestic or foreign and includes any department, commission, board, administrative agency or regulatory body thereof.
- 1.1.15 "**IFRS**" means International Financial Reporting Standards.
- 1.1.16 "**Intellectual Property Rights**" means all patents and inventions, trademarks, trade names and styles, logos and designs, service marks, trade dress, industrial designs, internet domain names, world wide websites, website names, electronic mail addresses, copyrights, trade secrets, technical information, engineering procedures, designs, know-how and processes (whether confidential or otherwise), software, other industrial property (including applications for any of these) and other similar rights and properties.
- 1.1.17 "**Person**" includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other juridical entity.
- 1.1.18 "**Purchase Price**" has the meaning given in Section 2.2.

- 1.1.19 "**Purchased Assets**" means the assets, as particularly set out at Schedule "A" attached hereto, to be transferred by the Vendor to the Purchaser pursuant to the terms and conditions of this Agreement.
- 1.1.20 "**Taxes**" means all forms of taxes, duties, fees, premiums, assessments, imposts, contributions, levies and other charges of any kind whatsoever imposed in the Canada or elsewhere, including all interest, penalties, fines, charges, additions to tax or other additional amounts imposed in respect thereof or in respect of the failure to make any return or payment or the making of any incorrect or incomplete return or the failure to maintain records (including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, valued-added, excise, stamp, withholding, premium, business, franchising, property, employer health, payroll, employment, health, social services, education, national insurance and social security taxes, surtaxes, customs duties and import and export taxes, licence, franchise and registration fees and employment insurance, health insurance and pension plan premiums or contributions), and "**Tax**" has a corresponding meaning.
- 1.2 *Gender and Number.* In this Agreement, words importing the singular include the plural and vice versa and words importing gender include all genders.
- 1.3 *Article and Section Headings.* Article and Section headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content of any Article or Section and will not be considered to be part of this Agreement.
- 1.4 *Schedules.* The following Schedules are an integral part of this Agreement:
- Schedule A** – The Purchased Assets
- Schedule B** – Promissory Note
- Schedule C** – General Security Agreement
- Schedule D** – GenX Collection License
- 1.5 *Accounting Terms.* Unless otherwise indicated, all accounting terms not otherwise defined have the meanings assigned to them, and all calculations are to be made and all financial data to be submitted are to be prepared, in accordance with IFRS.
- 1.6 *Arm's Length.* For purposes of this Agreement, Persons are not dealing "at arm's length" with one another if they would not be considered to be dealing at arm's length with one another for purposes of the *Income Tax Act* (Canada) (the "**Tax Act**"), as amended.
- 1.7 *Statutory Instruments.* Unless otherwise specifically provided in this Agreement, any reference in this Agreement to any law, by law, rule, regulation, order, act or statute of any government, Governmental Authority or other regulatory body will be construed as a

reference to those as amended or re-enacted from time to time or as a reference to any successor thereof.

## 2. Purchase and Sale

2.1 *Purchased Assets.* Upon and subject to the terms of this Agreement, the Vendor agrees to sell, assign and transfer, free and clear of all Encumbrances, and the Purchaser agrees to purchase, all of the Purchased Assets, as at the Closing Time on the Closing Date, in accordance with subsection 2.2 and 2.3 below.

2.2 *Purchase Price.* The aggregate purchase price (the "**Purchase Price**") payable by the Purchaser to the Vendor for the Purchased Assets shall be the issuance to the Vendor of a promissory note in the aggregate amount of \$800,000 with an interest rate of prime (as posted by the banking institution where the Purchaser has its bank account) plus 1%, compounded annually for a term of five (5) years, renewable by the Purchaser, in the Purchaser's sole discretion, for an additional five (5) years, for a maximum 10 year term (the "**Promissory Note**"), the form of which is attached hereto at Schedule "B". The Promissory Note may be converted into securities of the Purchaser, at the Vendor's sole discretion, upon the occurrence of certain events, all as more particularly set out in the Promissory Note. The Purchaser's obligation under the Promissory Note shall be secured against the Purchased Assets pursuant to a general security agreement, the form of which is attached at Schedule "C" attached hereto.

2.3 *Royalty and License.* In addition to the Purchase Price, the Purchaser shall grant to the Vendor:

2.3.1 a 50% royalty on the net revenue derived from the Content (the "**Royalty**") as such Content exists up to and including the Closing Date and 50% of any royalties on sales on a marketplace of any of the avatars of the GenX Collection, represented by a token in the Ethereum wallet: [REDACTED WALLET INFORMATION]. For greater certainty, the Royalty applies only to that Content owned by GZP Co. that exist as of the Closing Date and any derivative works derived from, altering, using, exploiting, modifying, commercialising (including any commercial tie-ins and or any commercial exploitation) of the Content owned by GZP Co. that occurs following the Closing Date, shall not be subject to the Royalty; and

2.3.2 a transferable, perpetual, royalty-free license for use of the GenX Collection and related Intellectual Property Rights in the Vendor's metaverse product offering, currently referred to as "Pocket Dimension" or by any another name that such property may be referred to after the Closing Date (the "**GenX Collection License**"), the form of which is attached hereto at Schedule "D".

2.4 *Royalty.* The terms of the Royalty at Section 2.3.1 are as follows:

2.4.1 The Royalty shall be calculated on the Net Revenue generated from the Exploitation of the Content owned by GZP Co (collectively, the "**Subject Content**").

- 2.4.2 "**Exploitation**" refers to any use or commercialization of the Content in any media or format, including but not limited to digital downloads, online marketplaces, and any other media or format now known or hereafter devised.
- 2.4.3 "**Net Revenue**" means the gross amount received by the Purchaser and GZP Co for sales related to the Subject Content less any third-party costs related to the generation of the Net Revenue.
- 2.4.4 The Purchaser shall provide the Vendor with a written report of the Exploitation of the Subject Content and the royalties generated by such exploitation within 90 days of the end of each annual accounting period. The report shall specify the amount of gross sales generated from the Exploitation of the Subject Content, the calculation of the Royalty due, and any deductions made from the gross sales derived from the Exploitations.
- 2.4.5 Royalties shall be paid to the Vendor within 120 days of the end of each annual accounting period. The Purchaser's books and records relating to the Royalty and the calculation thereof shall be treated as final and binding on the parties, absent manifest error.
- 2.4.6 The Purchaser shall not transfer any or all of the Subject Content to a third-party (the "**Content Transferee**") without the prior written consent of the Vendor, acting reasonably. Subject to the Vendor's prior written consent, any such transfer shall not be valid unless the Content Transferee provides written acceptance that it agrees to be bound by the terms of this Section 2.4.
- 2.4.7 This royalty clause shall survive on the later of the termination of this Agreement and the lifetime of the Subject Content.
- 2.4.8 This royalty clause is an essential part of this Agreement and any breach of this clause shall constitute a material breach of this Agreement.
- 2.5 *Film Production Tax Credits.* The Purchaser acknowledges and agrees that the Vendor is the sole beneficiary of all Film Production Tax Credits received by GZP Co after the Closing Date, and that the Purchaser will forward to the Vendor within five (5) business days of receipt of any and all Film Production Tax Credits directly to the Vendor without set-off. The parties hereto acknowledge and agree that any costs associated with the preparation, filing and/or administration of the Film Production Tax Credits shall be borne solely by the Vendor and the Purchaser is not, in any circumstances, liable for any costs associated therewith.
- 2.6 *Acknowledgements and Agreements of the Vendor.* The Vendor acknowledges and agrees as follows with respect to the sale of the Purchased Assets and the receipt of the Purchase Price and the GenX Collection License, pursuant to this Agreement:
  - 2.6.1 Effective as at the Closing Time (i) Vendor shall be deemed to have sold, assigned and transferred the Purchased Assets to the Purchaser, (ii) the Purchaser shall be delivered one or more share certificates registered as directed by the Purchaser

representing the GZP Co Shares, and (ii) any certificates representing the GZP Co Shares held by the Vendor shall be cancelled and thereafter shall be of no further force or effect.

2.6.2 The Purchaser hereby consents to the disclosure of the information about the Purchaser to the Exchange and Governmental authorities as may be required pursuant to the securities laws, rules and regulations and the policies of the Exchange.

### **3. Representations and Warranties**

3.1 *Representations and Warranties of the Vendor.* The Vendor represents, warrants and covenants to the Purchaser as follows, and acknowledges that the Purchaser is relying on these representations, warranties and covenants in entering into this Agreement and in completing the transactions contemplated hereby:

3.1.1 Organization and Good Standing – the Vendor is duly incorporated or organized and validly existing under the laws of the Province of British Columbia.

3.1.2 Bankruptcy – No bankruptcy, insolvency or receivership proceedings have been instituted or are pending against the Vendor the Vendor is able to satisfy its liabilities as they become due.

3.1.3 Due Authorization – the Vendor has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Vendor.

3.1.4 Legal and Beneficial Ownership – The Vendor is, directly or indirectly, the legal and beneficial owner of the Purchased Assets and on Closing, the Purchaser will acquire good and marketable title to such Purchased Assets free and clear of all Encumbrances.

3.1.5 No Options - No Person has any agreement or option or any right (whether by law, pre-emptive or contractual and including convertible securities, warrants or convertible obligations of any nature) for the purchase of the Purchased Assets.

3.1.6 Consents – Except for certain filings to be made with the Exchange, there are no consents, authorizations, licenses, agreements, permits, approvals or orders of any Person or Governmental Authority required to permit the Vendor to complete the transactions contemplated by this Agreement.

3.1.7 Enforceability of Obligations – This Agreement constitutes a valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting enforceability of creditors' rights and that equitable remedies such as

specific performance and injunction are in the discretion of the court from which they are sought.

3.1.8 Litigation – There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or to the knowledge of the Vendor, threatened against or relating to the Vendor. There is not presently outstanding against the Vendor any judgement, decree, injunction, rule or order of any court, Governmental Authority, commission, agency, instrumentality or arbitrator.

3.2 *Representations and Warranties of GZP Co.* The Vendor, on behalf of GZP Co. represents, warrants and covenants to the Purchaser as follows, and acknowledges that the Purchaser is relying on these representations, warranties and covenants in entering into this Agreement and in completing the transactions contemplated hereby:

3.2.1 Organization and Good Standing – GZP Co. is duly incorporated or organized and validly existing under the laws of the Province of British Columbia.

3.2.2 Bankruptcy – No bankruptcy, insolvency or receivership proceedings have been instituted or are pending against GZP Co, and GZP Co is able to satisfy its liabilities as they become due.

3.2.3 Due Authorization – the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of GZP Co.

3.2.4 Authorized and Issued Capital of GZP Co – The authorized capital of GZP Co consists of an unlimited number of common shares, of which an aggregate of 100 common shares are outstanding, which are legally and beneficially registered to the Vendor, and have been validly issued and are outstanding as fully paid and non-assessable. Except for the common shares of GZP Co., there are no other securities of GZP Co. currently issued or outstanding.

3.2.5 Litigation – There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or to the knowledge of the Vendor, threatened against or relating to GZP Co. There is not presently outstanding against GZP Co any judgement, decree, injunction, rule or order of any court, Governmental Authority, commission, agency, instrumentality or arbitrator.

3.2.6 Taxes – Vendor, or GZP Co., as applicable, have paid all Taxes which are due and payable within the time required by applicable law and has paid all assessments and reassessments it has received in respect of Taxes. Vendor, or GZP Co., as applicable have made full and adequate provision for all Taxes which are not yet due and payable but which relate to periods ending on or before the Closing Date. Vendor, or GZP Co., as applicable, has withheld and collected all amounts required by applicable law to be withheld or collected by it on account of Taxes and has remitted all such amounts to the appropriate Governmental Authority within the time prescribed under any applicable law. The Vendor, or GZP Co., as applicable,

have filed or caused to be filed all tax returns which are required to be filed by it and such tax returns are correct and complete, and the Vendor or GZP Co., as applicable, have made complete and accurate disclosure in its tax returns and in all materials incorporated in such tax returns, except in respect of a particular tax return to the extent that it may have been modified in a subsequent tax return.

3.3 *Representations and Warranties of the Purchaser.* The Purchaser hereby represents, warrants and covenants to the Vendor as follows and acknowledges that the Vendor is relying on these representations, warranties and covenants in entering into this Agreement and in completing the transactions contemplated under this Agreement:

3.3.1 Organization and Good Standing – The Purchaser is duly incorporated or organized and validly existing under the laws of the Province of British Columbia, Canada.

3.3.2 Bankruptcy – No bankruptcy, insolvency or receivership proceedings have been instituted or are pending against the Purchaser, and the Purchaser is able to satisfy its liabilities as they become due.

3.3.3 Capacity to Carry on Business – The Purchaser has all necessary corporate power, authority and capacity to own its assets and to carry on its business as presently owned and carried on by it and the Purchaser is duly licensed, registered and qualified as a corporation to do business and is in good standing in each jurisdiction in which the nature of its business makes such qualification necessary.

3.3.4 Due Authorization – The Purchaser has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Purchaser.

3.3.5 Consents – There are no consents, authorizations, licenses, agreements, permits, approvals or orders of any Person or Governmental Authority required to permit the Purchaser to complete the transactions contemplated by this Agreement.

3.3.6 Enforceability of Obligations – This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting enforceability of creditors' rights and that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

*Survival.* All representations, warranties, covenants and agreements contained herein shall survive the Closing.



#### **4. Covenants**

4.1 *Covenants of the Vendor.* Until the earlier of the Closing Time or the termination of this Agreement in accordance with its terms, the Vendor hereby covenants and agrees with the Purchaser as follows:

4.1.1 *Necessary Consents.* The Vendor shall use commercially reasonable efforts to obtain all approvals or consents as are required to complete the transactions contemplated by this Agreement, including those of the directors and shareholders of the Vendor or any applicable Governmental Authority, including the Exchange.

4.1.2 *Satisfaction of Conditions Precedent.* The Vendor shall use commercially reasonable efforts to satisfy or cause to be satisfied the conditions precedent in Section 5.1 which are within its control.

4.1.3 *All other Actions.* The Vendor shall cooperate fully with the Purchaser, and will use all commercially reasonable efforts to assist the Purchaser in its efforts to complete the transactions contemplated by this Agreement, unless such cooperation and efforts would subject the Vendor to any extraordinary cost or liability or would be in breach of any applicable statutory or regulatory requirements.

4.2 *Covenants of the Purchaser.* The Purchaser hereby covenants and agrees with the Vendor as follows:

4.2.1 *Necessary Consents.* The Purchaser shall use commercially reasonable efforts to obtain all approvals or consents as are required to complete the transactions contemplated by this Agreement, including those of the directors and shareholders of the *Purchaser*, the Exchange or any applicable Governmental Authority.

4.2.2 *Satisfaction of Conditions Precedent.* The Purchaser shall use commercially reasonable efforts to satisfy or cause to be satisfied the conditions in section 5.3 which are within its control.

4.2.3 *All other Actions.* The Purchaser shall cooperate fully with the Vendor and will use all commercially reasonable efforts to assist the Vendor in its efforts to complete the transactions contemplated by this Agreement, unless such cooperation and efforts would subject the Purchaser to any extraordinary cost or liability or would be in breach of any applicable statutory or regulatory requirements.

#### **5. Conditions Precedent**

5.1 *Conditions Precedent for the Benefit of the Vendor.* The obligation of the Vendor to complete the transactions contemplated by this Agreement are subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions precedent (each of which is hereby acknowledged to be inserted for the exclusive benefit of the Vendor and may be waived by it in whole or in part):

- 5.1.1 Truth of Representations and Warranties – The representations and warranties of the Purchaser, and the Purchaser on behalf of GZP Co. contained in Sections 3.1 and 3.2 of this Agreement, respectively, will be true and correct on and as of the Closing Date as though made at and as of the Closing Date.
- 5.1.2 Covenants and Agreements – The Purchaser will have satisfied and complied with all covenants and agreements in this Agreement agreed to be performed or caused to be performed by the Purchaser on or before the Closing Time.
- 5.1.3 Consents – All consents, approvals, orders and authorizations of or from Governmental Authorities or the Exchange required in connection with the completion of the transactions contemplated by this Agreement will have been obtained on or before the Closing Time on terms and conditions satisfactory to the Vendor.
- 5.1.4 No Material Adverse Change – No material adverse change (nor any condition, event or development involving a prospective material adverse change) shall have occurred in the business, assets, operations, capital or financial condition of the Purchaser.
- 5.1.5 Closing Documents – The Purchaser will have tendered the documents to be delivered by it at Closing in accordance with this Agreement.
- 5.2 *Non-satisfaction of Conditions.* If any of the conditions set forth in Section 5.1 are not fulfilled or waived to the reasonable satisfaction of the Vendor, the Vendor may, acting reasonably, terminate this Agreement by notice in writing to the Purchaser. In such event, the Vendor will be released from all obligations under this Agreement and the Purchaser will also be so released unless it was reasonably capable of causing such condition or conditions to be fulfilled or they have breached any of their representations, warranties, covenants or agreements in this Agreement.
- 5.3 *Conditions Precedent for the Benefit the Purchaser.* The obligations of the Purchaser to complete the transactions contemplated by this Agreement are subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions precedent (each of which is hereby acknowledged to be inserted for the exclusive benefit of the Purchaser and may be waived by it in whole or in part):
  - 5.3.1 Truth of Representations and Warranties – The representations and warranties of the Vendor contained in this Agreement will be true and correct on and as of the Closing Date as though made at and as of the Closing Date.
  - 5.3.2 Covenants and Agreements – The Vendor will have complied with all covenants and agreements in this Agreement agreed to be performed or caused to be performed by it on or before the Closing Time.
  - 5.3.3 Consents – All consents, approvals, orders and authorizations of or from Governmental Authorities or the Exchange required in connection with the completion of the transactions contemplated by this Agreement will have been

obtained on or before the Closing Time on terms and conditions satisfactory to the Purchaser.

- 5.3.4 No Material Adverse Change – No material adverse change (nor any condition, event or development involving a prospective material adverse change) shall have occurred with respect to the Purchased Assets.
  - 5.3.5 Resignation – Francis Rowe shall have resigned as the sole officer and director of GZP Co and shall execute a resignation and release, in a form satisfactory to the Purchaser and Vendor, each acting reasonably, delivered to the Purchaser the Closing Date.
  - 5.3.6 Closing Documents – The Vendor will have tendered the documents to be delivered by it at Closing in accordance with this Agreement, including without limitation, the tender of all of the Purchased Assets.
- 5.4 *Non-satisfaction of Conditions.* If any of the conditions set forth in Section 5.3 are not fulfilled or waived to the reasonable satisfaction of the Purchaser, the Purchaser may, acting reasonably, terminate this Agreement by notice in writing to the Vendor. In such event the Purchaser will be released from all obligations under this Agreement and the Vendor will also be so released unless it was reasonably capable of causing such condition or conditions to be fulfilled or it has breached any of its representations, warranties, covenants or agreements in this Agreement.
- 5.5 *Waivers.* Each of the parties, may waive any condition for its benefit in this Agreement, in whole or in part, without prejudice to any right of rescission or any other right in the event of the non-fulfilment of any other condition or conditions. A waiver will only be binding if it is in writing.

## **6. Indemnification**

- 6.1 *Indemnification by the Purchaser.* The Purchaser agrees to indemnify and save harmless the Vendor, up to the maximum of the Purchase Price, from and against any and all losses, debts, obligations, liabilities, expenses, costs and damages (including reasonable legal fees) (collectively, the "**Damages**") suffered or incurred by the Vendor as a result of any breach of, or untruth of, any of the covenants, warranties or representations contained in section 3.2, 3.3 and 4.2 of this Agreement.
- 6.2 *Indemnification by the Vendor.* The Vendor agrees to indemnify and save harmless the Purchaser, up to the maximum of the Purchase Price, from and against any and all Damages suffered or incurred by the Purchaser as a result of any breach of, or untruth of, any of the covenants, warranties or representations contained in section 3.1 or 4.1 of this Agreement.

## **7. Closing Arrangements**

- 7.1 The closing of this transaction shall take place at the office of the Vendor on the Closing Date.

7.2 On the Closing Date, the Vendor shall deliver, or cause to be delivered, to the Purchaser such documents as may reasonably be required to perfect the transactions contemplated by this Agreement and the Purchaser shall deliver, or cause to be delivered, to the Vendor such documents as may reasonably be required to perfect the transactions contemplated by this agreement.

## 8. Notices

8.1 *Delivery of Notice.* Any notice, direction or other instrument required or permitted to be given by any party under this Agreement will be in writing and will be sufficiently given if delivered personally or by courier, or transmitted by fax or email means during the transmission of which no indication of failure of receipt is communicated to the sender:

8.1.1 in the case of the Purchaser:

GZU Entertainment Inc.  
[REDACTED PRIVATE COMPANY ADDRESS]  
Attention: William Neil Stevenson-Moore  
Email: [REDACTED EMAIL ADDRESS]

8.1.2 in the case of the Vendor:

Looking Glass Labs Ltd.  
Suite 810-789 West Pender Street  
Vancouver, British Columbia V6C 1H2

Attention: Chief Executive Officer  
Email: [REDACTED EMAIL ADDRESS]

8.2 *Receipt of Notice.* Any such notice, direction or other instrument, if delivered personally, will be deemed to have been given and received on the date on which it was received at such address and, if sent by fax or email, will be deemed to have been given and received on the date of transmission in accordance with this Section.

## 9. Termination

9.1 *Grounds for Termination.* This Agreement may be terminated at any time before the Closing:

9.1.1 by the mutual agreement of the Purchaser and the Vendor;

9.1.2 by either the Purchaser or the Vendor if it is not in material breach of its obligations under this Agreement, and if there has been a breach by the other of any of its representations and warranties or covenants hereunder and in either case such breach has not been cured within ten days after written notice, specifying such breach, to such Party; or

9.1.3 by the Purchaser or the Vendor if the Closing Date is not on or before April 30, 2023 or such later date as may be agreed in writing by the Purchaser and the Vendor.

9.2 *Effect of Termination.* If this Agreement is terminated as provided in Section 9.1, it will, except as provided herein, forthwith become void, and, subject to Sections 5.2 and 5.4 none of the parties or their respective officers, directors, employees, agents, or shareholders will have any liability or obligation with respect to the terminated provisions of the Agreement. Sections 5.2, 5.4, 10.3 and 10.4 will survive termination of this Agreement and will continue to be in effect notwithstanding the termination of this Agreement.

## 10. General Provisions

10.1 *Entire Agreement.* This Agreement, including all the Schedules hereto, together with the agreements and other documents to be delivered pursuant hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes any and all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof except as specifically set forth herein and therein.

10.2 *Costs and Expenses.* Each party shall be responsible for its respective costs and expenses in connection with the transactions contemplated herein.

10.3 *Confidentiality.* Until the Closing Time, and in the event of the termination of this Agreement without consummation of the transactions contemplated by this Agreement, for a period of two years from the date of this Agreement, each party to this Agreement will keep confidential any information obtained from the other parties, provided that a party may disclose confidential information (i) to those of its representatives and professional advisors who have a need to know the information in connection with providing advice with respect to this Agreement and the transactions contemplated thereby if such representatives and advisors commit to protect such information in a manner consistent herewith or (ii) if such disclosure is required by law or the rules of the Exchange or over Governmental Authority or (iii) if such information has been made public other than as a result of a breach of this Section. If this Agreement is terminated without consummation of the transactions contemplated thereby, promptly after such termination all documents, work papers and other written material obtained from a party in connection with this Agreement and not theretofore made public (including all copies and photocopies thereof), shall be returned to the party that provided such material.

10.4 *Public Announcements.* Neither the Purchaser nor the Vendor will, without the prior consent of the others, make any disclosure regarding the existence, purpose, scope, content, terms or conditions of this Agreement or other agreements relating to this Agreement except in order to comply with a legal obligation, the requirements of a competent Government Authority or the requirements of the Exchange; provided that, where practicable, a copy of any proposed announcement or statement will be furnished to the other parties in advance of the proposed date of publication. Nothing herein will prevent

disclosure of the terms of this Agreement to a corporate party's directors, officers, employees or agents or its financial, legal, accounting or other advisors.

- 10.5 *Waiver.* The failure of a party in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any right or privilege arising under it will not preclude it from requiring by reasonable notice that any other party duly perform its obligations or preclude it from exercising such a right or privilege under reasonable circumstances, nor will waiver in any one instance of a breach be construed as an amendment of this Agreement or waiver of any later breach.
- 10.6 *Assignment.* None of the parties will assign, transfer, charge or otherwise encumber the benefit (or any part thereof) or the burden (or any part thereof) of this Agreement without the prior written consent of the other parties, such consent not to be unreasonably withheld.
- 10.7 *Further Assurances.* Each of the parties hereto will from time to time at the request of any of the other parties hereto and without further consideration, execute and deliver all such other additional assignments, transfers, instruments, notices, releases and other documents and will do all such other acts and things as may be necessary or desirable to assure more fully the consummation of the transactions contemplated hereby.
- 10.8 *Time.* Time will be of the essence of this Agreement.
- 10.9 *Amendment.* This Agreement may be amended or varied only by agreement in writing signed by each of the parties. Unless the context otherwise so requires, a reference to this Agreement includes a reference to this Agreement as amended or varied from time to time.
- 10.10 *Severability.* If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.
- 10.11 *Governing Law.* This Agreement will be governed by and interpreted in accordance with the laws from time to time in force in the Province of British Columbia and each of the parties hereby attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia, sitting in Vancouver.
- 10.12 *Benefit of Agreement.* This Agreement will enure to the benefit of and be binding upon each of the parties hereto who is a corporation and their respective successors and permitted assigns.
- 10.13 *Counterparts.* This Agreement may be executed in as many counterparts as are necessary. It will be binding on each party when each party hereto has signed and delivered one such counterpart. Delivery may be made by facsimile or other electronic transmission. When a counterpart of this Agreement has been executed by each party, all counterparts together will constitute one agreement.

**THE PARTIES**, intending to be contractually bound, have executed this Agreement as of the date and year first above written.

**LOOKING GLASS LABS LTD.**

**GZU ENTERTAINMENT INC.**

By:

By:

\_\_\_\_\_  
Dorian Banks, Chief Executive Officer  
(Authorized Signatory)

\_\_\_\_\_  
William Neil Stevenson-Moore, Director  
(Authorized Signatory)

**SCHEDULE A**

**PURCHASED ASSETS**

<b>PURCHASED ASSET</b>	<b>DESCRIPTION</b>
GenX Collection	All smart contracts, including all electronic files, software programs; all social media accounts; and all Intellectual Property Rights of the GenX Collection.
GenZeroes Productions Inc.	One Hundred (100) common shares in the capital of GenZeroes Productions Inc. and all ownership rights associated therewith.  All books, records, documentation and assets of GZP, including (but not limited to) all smart contracts, all electronic files, software programs; all websites; all social media accounts; and all Intellectual Property Rights of GenZeroes Productions Inc.
Ethereum wallets and/or Ethereum contracts	<b>[REDACTED WALLET INFORMATION]</b>
MATIC / Polygon wallets	<b>[REDACTED WALLET INFORMATION]</b>



**SCHEDULE B**  
**PROMISSORY NOTE**

## SECURED PROMISSORY NOTE

Vancouver, British Columbia

Principal Amount:  
\$800,000

March 30, 2023

FOR VALUE RECEIVED, and subject to the terms and conditions set forth in this promissory note (this "**Note**"), GZU ENTERTAINMENT INC. (the "**Borrower**"), hereby unconditionally promises to pay to the order of LOOKING GLASS LABS LTD. (the "**Lender**") in immediately available funds, at 810-789 West Pender Street, Vancouver, BC V6C 1H2 or such other location as the Lenders shall designate in writing, EIGHT HUNDRED THOUSAND DOLLARS (\$800,000) (the "**Principal Amount**") and to pay interest on the unpaid Principal Amount hereof at the rate and on the date specified below.

1. *Currency.* Repayment shall be made in the lawful currency of Canada. Any references to dollar amounts or "\$" shall refer to the lawful currency of Canada.
2. *Maturity Date.* The aggregate unpaid Principal Amount of this Note, together with all accrued and unpaid interest (as calculated pursuant to section 4 herein) thereon, shall be due and payable on March 30, 2028 (the "**Maturity Date**").
3. *Extension.* The Maturity Date may be extended for an additional five (5) year term at the sole election of the Borrower (the "**Maturity Date Extension**"). Should the Borrower elect to exercise its Maturity Date Extension, it shall provide written notice to the Lender no less than 30 days prior to the Maturity Date (the "**Notice Deadline**"). If the Borrower fails to notify the Lender of the Maturity Date Extension by the Notice Deadline, it will be deemed that the Maturity Date Extension was not exercised by the Borrower and that the Borrower shall satisfy its obligations under this Note in full by March 30, 2028. The Maturity Date Extension shall be automatically terminated upon the occurrence of a Bankruptcy Event (Section 9) or an Event of Default (Section 10).
4. *Interest.* The Borrower agrees to pay interest to the Lender on the unpaid Principal Amount of this Note from the date hereof at a rate per annum equal to the Prime Rate plus 1% (the "**Interest Rate**") until the full and final repayment of the Principal Amount of this Note. Interest shall be compounded annually. The Principal Amount and accrued interest that are past due under this Note shall bear interest at the Interest Rate per annum, payable on demand, from the date of such non-payment until such amount is paid in full.

For purposes of this Note, "**Prime Rate**" shall mean, on any date, a rate equal to the annual rate on such date announced by the bank institution of which the Lender has an account, to be its prime rate for unsecured loans to its corporate borrowers.

5. *Prepayment on Financing.* Upon completion of each Bonafide Financing by the Borrower, the Borrower shall allocate a portion of the gross proceeds of each Bonafide Financing and pre-pay the Principal Amount and accrued interest, concurrent with the closing of the Bonafide Financing, as follows:

- a. for any Bonafide Financing less than \$2 million, 5% of the gross proceeds shall be applied to pre-pay the Note;
- b. for any Bonafide Financing between \$2 million and up to \$4 million, 7.5% of the gross proceeds shall be applied to pre-pay the Note;
- c. any Bonafide Financing over \$4 million and up to \$8 million, 10% of the gross proceeds shall be applied to pre-pay the Note; and
- d. any Bonafide Financing over \$8 million, the Principal Amount including accrued interest shall be repaid in its entirety.

For purposes of this Note, "**Bonafide Financing**" shall mean an event whereby the Borrower issues common shares or other equity securities of the Borrower (collectively, the "**Equity Securities**") in exchange for capital investment made into the Borrower including offers and sales of Equity Securities made pursuant to an exemption from prospectus requirements, public or private offerings for the purpose of raising capital of the Borrower, or other similar such capital raising activities. Bonafide Financing does not include the issuance of Equity Securities to directors, officers, founders, or other related parties of the Borrower.

6. *Prepayment at Borrower's Discretion.* Notwithstanding Section 5 above, the Borrower may prepay this Note in whole or in part at any time or from time to time without premium or penalty, and without prior notice to the Lender. Upon payment by the Borrower of the balance of the outstanding Principal Amount and all accrued interest by delivery to the Lender of a certified cheque, bank draft or bank wire, this Note shall be automatically terminated at the time of such payment, without further action by any of the parties.
7. *Application of Prepayment.* Any prepayments contemplated at Sections 5 or 6 shall be applied to the accrued interest then to the Principal Amount.
8. *Lender Conversion Right.* If there is a Bonafide Financing, the Lender, in its sole discretion, may elect to convert the Note into Equity Securities of the Borrower at a conversion rate equal to the price per Equity Security at the last completed Bonafide Financing (a "**Conversion**"). Any Conversion shall be subject to a debt settlement agreement and applicable securities laws. At anytime up to a Conversion event, the Lender shall not have any of the rights or privileges of a shareholder of the Borrower in respect of any equity securities unless the Lender exercises its Conversion right.
9. *Bankruptcy.* Upon the commencement by or against the Borrower of any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar proceeding relating to the Borrower or its debts in any jurisdiction (a "**Bankruptcy Event**"), the unpaid Principal Amount of this Note and accrued interest shall become immediately due and payable without presentment, demand, protest or notice of any kind.

10. *Event of Default.* Upon the occurrence and continuance of any of the following events (each an "**Event of Default**"), the Lender may, at its option and by written notice to the Borrower, declare the entire Principal Amount of this Note, together with all accrued interest thereon and all other amounts payable hereunder, immediately due and payable:
- a. The Borrower fails to pay, on the Maturity Date, any amount of principal or interest owing under this Note;
  - b. The occurrence of a Bankruptcy Event of the Borrower;
  - c. The Borrower fails to satisfy its prepayment obligations under Section 5 of this Note; or
  - d. The Borrower commits a material breach under the asset purchase agreement dated the date hereof between the Borrower and the Lender, including without limitation, a breach of Section 2.4 (Royalty) under the said asset purchase agreement.
11. *Prima Facie Evidence.* The books and records of the Lender shall constitute prima facie evidence of the amount of principal outstanding under this Note from time to time.
12. *Waiver.* The Borrower hereby waives demand and presentment for payment, notice of non-payment, protest and notice of protest of this Note. No failure on the part of the Lender to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall a single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. All payments under this Note shall be made without counterclaim or deduction of any kind.
13. *Non-Assignment.* The Borrower may not assign this Note or any of its obligations under this Note without the prior written consent of the Lender, which consent may be withheld in the sole discretion of such party.
14. *Limitation Period.* The undersigned agrees that limitation periods established by the *Limitation Act, 2012* (British Columbia) do not apply to this Note.
15. *Jurisdiction.* This note shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first written above.

**GZU ENTERTAINMENT INC.,** Borrower

By: \_\_\_\_\_  
Name: William Neil Stevenson-Moore  
Title: Director

**SCHEDULE C**  
**GENERAL SECURITY AGREEMENT**

**THIS GENERAL SECURITY AGREEMENT**, dated as of March 30, 2023 (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time in accordance with the provisions hereof, this "**Agreement**"), is made by GZU Entertainment Inc., a British Columbia corporation (the "**Debtor**"), in favour of Looking Glass Labs Ltd., (the "**Secured Party**").

**WHEREAS:**

- A. The Debtor and the Secured Party entered into an asset purchase agreement dated the date hereof (the "**APA**") whereby the Debtor agreed to purchase the Purchased Assets (as defined in the APA) from the Secured Party.
- B. The purchase price for the Purchased Assets is \$800,000 (the "**Indebtedness**").
- C. The Debtor has issued a promissory note as of the date hereof (the "**Promissory Note**") acknowledging the Indebtedness as of the date hereof.
- D. Agreement is given by the Debtor in favour of the Secured Party to secure the payment and performance of all of the Secured Obligations (defined below).
- E. It is a condition to the obligations of the Debtor under the Indebtedness that the Debtor execute and deliver this Agreement in favour of the Secured Party.

**NOW, THEREFORE**, in consideration of the Secured Party accepting the Promissory Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

**ARTICLE I  
DEFINITIONS**

**Section 1.01 Definitions.**

- (a) Capitalized terms not otherwise defined in this Agreement shall have the respective meanings assigned to such terms in the Promissory Note. Unless otherwise defined herein or in the Promissory Note, terms used herein that are defined in the PPSA shall have the meanings assigned to them in the PPSA.
- (b) For purposes of this Agreement, the following terms shall have the following meanings:

"**APA**" means the asset purchase agreement dated the date hereof between the Secured Party, as the vendor, and the Debtor, as the purchaser, of the Purchased Assets.

"**Collateral**" is defined in Section 2.01.

"**Event of Default**" has the meaning set forth in the Promissory Note.

"**Intellectual Property Rights**" means all patents and inventions, trademarks, trade names and styles, logos and designs, service marks, trade dress, industrial designs, internet domain names,

world wide websites, website names, electronic mail addresses, copyrights, trade secrets, technical information, engineering procedures, designs, know-how and processes (whether confidential or otherwise), software, other industrial property (including applications for any of these) and other similar rights and properties.

"**GenX Collection**" means the collection of 10,000 avatars created on September 2021 as visually displayed at <https://opensea.io/collection/genx-by-hok> and stored in the Ethereum wallet: [REDACTED WALLET INFORMATION]

"**PPSA**" means the *Personal Property Security Act* as in effect from time to time in the Province of British Columbia.

"**Proceeds**" means "proceeds" as such term is defined in section 1(1) of the PPSA and, in any event, shall include, without limitation, all dividends or other income from the Collateral, collections thereon or distributions with respect thereto.

"**Purchased Assets**" as the meaning ascribed thereto in the APA.

"**Secured Obligations**" is defined in Section 3.01.

"**STA**" means the *Securities Transfer Act, 2007*, as in effect from time to time in the Province of British Columbia.

**Section 1.02 Interpretation.** Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement.

## **ARTICLE II GRANT OF SECURITY INTEREST**

**Section 2.01 Grant of Security Interest.** As security for the payment and performance of the Secured Obligations, the Debtor hereby grants, assigns, transfers, sets over, mortgages, charges, and pledges to the Secured Party, and hereby creates a general and continuing security interest in favour of the Secured Party in and to all of the Debtor's right, title and interest in and to the Purchased Assets, wherever located (the "**Collateral**"). Without limiting the generality of the foregoing, the Collateral shall include the following as it relates to Intellectual Property Rights owned by GenZeroes Productions Inc. and Intellectual Property Right of the GenX Collection:

- (a) the trademark registrations and applications together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");
- (b) any copyright registrations and all extensions and renewals thereof (the "**Copyrights**");
- (c) all rights of any kind whatsoever of the Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**Section 2.02 Attachment of Security Interest.** The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral, and that the parties have not agreed to postpone the time for attachment of any security interest in this Agreement. The Debtor acknowledges that any security interest in this Agreement shall attach to existing Collateral upon the execution of this Agreement.

**Section 2.03 Priority of Security Interest.** For greater certainty, the priority of the security interests granted in this Agreement in favour of the Secured Party, shall be determined in accordance with the PPSA.

**Section 2.04 Recordation.** In an Event of Default and upon written request by the Secured Party, the Debtor authorizes the Registrar for Trademarks, the Register of Copyrights, and any other government officials to record and register this Agreement.

### **ARTICLE III SECURED OBLIGATIONS**

**Section 3.01 Secured Obligations.** The Collateral secures the payment and performance of all present and future obligations of the Debtor to the Secured Party from time to time including without limitation, all present and future obligations of the Debtor arising under the Promissory Note and this Agreement, whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, whether the indebtedness is reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether incurred by the Debtor alone or with another or others and whether as a principal or surety, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise together with all fees, costs, lawyers' fees and disbursements, reimbursement obligations, contract causes of action, expenses and indemnities related thereto (all such obligations, covenants, duties, debts, liabilities, sums, fees and expenses described in this Section 3.01 being herein collectively called the "**Secured Obligations**").

### **ARTICLE IV PERFECTION OF SECURITY INTEREST AND FURTHER ASSURANCES**

**Section 4.01 Perfection.** The Debtor shall, from time to time, as may be required by the Secured Party with respect to all Collateral, take all actions as may be requested by the Secured Party to perfect the security interest of the Secured Party in the Collateral at the sole expense of the Debtor.



**Section 4.02 Intellectual Property.** The Debtor hereby further authorizes the Secured Party to file with the Canadian Intellectual Property Office this Agreement and other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interests in intangibles granted by the Debtor hereunder, without the signature of the Debtor where permitted by law.

**Section 4.03 Tangible Chattel Paper, Documents of Title, Instruments.** If the Debtor shall at any time hold or acquire any certificated securities, promissory notes, tangible chattel paper, negotiable documents of title or warehouse receipts relating to the Collateral, the Debtor shall immediately endorse, assign and deliver possession of the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify.

**Section 4.04 Copy of Verification Statement.** To the extent permitted by law, the Debtor hereby waives its right to receive a copy of any financing statement, financing change statement or verification statement filed or received by or on behalf of the Secured Party in connection with the Secured Party's interest in the Collateral.

**Section 4.05 Further Assurances.** The Debtor agrees that, at any time and from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request to create and maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby (including, without limitation, providing the secured party with a fixed and specific mortgage) or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

## ARTICLE V REPRESENTATIONS AND WARRANTIES

**Section 5.01 Representations and Warranties.** The Debtor represents and warrants as follows:

- (a) **Location of Collateral and Places of Business.** The Debtor's place of business and the location of the Collateral, including all books and records in respect of accounts, located at: **[REDACTED PRIVATE COMPANY ADDRESS]**.
- (b) **Ownership and Title.** The Debtor hereby represents and warrants to the Secured Party that it is the sole, direct, legal and beneficial owner of, and has good marketable title to all existing Collateral and shall be the sole, direct, legal and beneficial owner of, and have good marketable title to each item of after-acquired Collateral free and clear of any mortgages, charges, hypothecs, pledges, trusts, liens, security interests and other claims except for the security interests created by this Agreement and other encumbrances permitted by the Promissory Note.

- (c) **Status.** The Debtor has full power, capacity, authority and legal right to grant the Promissory Note, grant a security interest in the Collateral, execute and deliver this Agreement and perform its obligations under this Agreement.
- (d) **Binding Obligation.** Each of this Agreement and the Promissory Note has been duly authorized, executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, arrangement, or other similar laws affecting creditors' rights generally and subject to equitable principles (regardless of whether enforcement is sought in equity or at law).
- (e) **No Governmental or Regulatory Approvals.** No authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the borrowing of the Indebtedness and the pledge by the Debtor of the Collateral under this Agreement or for the execution and delivery of the Promissory Note by the Debtor or the performance by the Debtor of its obligations thereunder.
- (f) **No Violation of Laws, Constatng Documents, Agreements.** The execution and delivery of the Promissory Note by the Debtor and the performance by the Debtor of its obligations thereunder, will not violate any provision of any applicable law or regulation or any order, judgment, writ, award or decree of any court, arbitrator or governmental authority, domestic or foreign, applicable to the Debtor or any of its property, or the constating or governing documents of the Debtor or any agreement or instrument to which the Debtor is party or by which it or its property is bound.
- (g) **Perfection by Control.** The Debtor has taken all action required on its part for control to have been obtained by the Secured Party over all Collateral with respect to which such control may be obtained pursuant to the PPSA and the STA. No person other than the Secured Party has control or possession of all or any part of the Collateral.

## ARTICLE VI VOTING, DISTRIBUTIONS AND RECEIVABLES

**Section 6.01 Voting.** Unless an Event of Default shall have occurred and be continuing, the Debtor may, to the extent the Debtor has such right as a holder of the Collateral consisting of securities, other equity interests or indebtedness owed by any obligor, vote and give consents, ratifications and waivers with respect thereto, except to the extent that, in the Secured Party's reasonable judgment, any such vote, consent, ratification or waiver would detract from the value thereof as Collateral or be inconsistent with or result in any violation of any provision of the Promissory Note or this Agreement.

**Section 6.02 Distributions.** The Debtor may, unless an Event of Default shall have occurred and be continuing, receive and retain all dividends and other distributions with respect to the Collateral consisting of securities, other equity interests or indebtedness owed by any obligor.

**Section 6.03 Receivables.** If any Event of Default shall have occurred and be continuing, the Secured Party may, or at the request and option of the Secured Party, the Debtor shall: (i) notify account debtors of the Secured Party's security interests in any account, chattel paper, intangible, instrument or other Collateral; and (ii) direct that payment thereof is to be made directly to the Secured Party.

## **ARTICLE VII COVENANTS**

The Debtor covenants as follows:

### **Section 7.01 Covenants.**

- (a) Notice re: Change of Legal Name and Place of Business.** The Debtor will not, without providing at least 30 days' prior written notice to the Secured Party, change its legal name, jurisdiction of incorporation, corporate structure, province or territory in which its registered office, chief executive office or its principal place of business, is located. The Debtor will, prior to any change described in the preceding sentence, take all actions requested by the Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral. The parties hereto acknowledge and agree that the Debtor will be changing its name to "GZU Entertainment Inc." shortly after entering into this Agreement and for the purposes of this section 7.01(a), notice shall be deemed to be provided to the Secured Party.
- (b) Notice re: Change of Location of Collateral.** The Collateral, to the extent not delivered to the Secured Party under Article IV, will be kept at those locations listed at paragraph 3.01(a) and, except for any inventory sold or leased in the ordinary course of business, the Debtor will not remove the Collateral from such locations without obtaining the Secured Party's prior written consent. The Debtor will, before any change described in the preceding sentence, take all actions required by the Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral.
- (c) Dealing with Collateral: No Sale or Encumbrances.** The Debtor will not sell, dispose of, lease, assign or otherwise transfer any of the Collateral, except in the ordinary course of business, or with the prior written consent of the Secured Party. The Debtor will not grant, create, permit or suffer to exist any mortgage, hypothec, pledge, lien, security interest, option, right of first offer, right of first refusal, encumbrance, statutory lien or trust (including any conditional sale or other title retention agreement or finance lease) or other restriction or limitation of any nature whatsoever on the Collateral, in priority to the Secured Party's interest granted hereunder, except with the prior written consent of the Secured Party.

- (d) **Maintenance and Protection of Collateral.** The Debtor will keep the Collateral in good order, condition and repair so as to protect and preserve the Collateral and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Secured Party. The Debtor will not use the Collateral in violation of this Agreement, or any other agreement relating to the Collateral or any policy of insurance thereon, or any applicable law. The Debtor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Debtor in good standing. The Debtor shall register all existing and future trademarks, patents, copyrights and industrial designs. The Debtor shall, at its own cost and expense, defend title to the Collateral and the security interests of the Secured Party therein against the claim or demand of any person claiming against or through the Debtor and shall maintain and preserve such perfected security interests for so long as this Agreement shall remain in effect.
- (e) **Performance of Obligations.** The Debtor will pay promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Agreement. The Debtor shall perform all of its obligations under material agreements, leases, licenses, arrangements to obtain and preserve its rights, powers, licences, privileges and goodwill thereunder and comply with all applicable laws, by-laws, rules and regulations so as to preserve and protect the Collateral and the Debtor's business.
- (f) **Access to Collateral, Inspection.** The Debtor will permit the Secured Party, or its representatives, to inspect the Collateral from time to time and to examine and take extracts of its books and records (electronic or hard copy), at any reasonable time and on reasonable notice, wherever located. The Debtor shall, upon request by the Secured Party, provide the Secured Party with any information concerning the Collateral, the Debtor and its business, as the Secured Party may reasonably request, including access to the Debtor's senior executives, accountants and auditors to discuss any information concerning the Collateral.
- (g) **Notification.** The Debtor shall notify the Secured Party within five business days of: (i) the details of any material acquisition of Collateral; (ii) the details of any material litigation in connection with the Debtor, the Collateral or the Debtor's business; (iii) any loss or damage to the Collateral or the value of the Collateral; and (iv) any default by any account debtor in the payment or performance of its obligations.

## **ARTICLE VIII**

### **SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND COVENANTS**

**Section 8.01 Survival of Representations and Warranties and Covenants.** All representations, warranties and covenants made by the Debtor shall survive the execution and

delivery of this Agreement and remain in full force and effect until the payment in full of the Secured Obligations.

## **ARTICLE IX SECURED PARTY POWER OF ATTORNEY**

**Section 9.01 Secured Party Power of Attorney.** If an Event of Default occurs, the Debtor hereby constitutes and appoints the Secured Party and any officer or employee of the Secured Party to be the Debtor's true and lawful attorney in accordance with applicable legislation with full power of substitution, with full authority in the place and stead of the Debtor and in the name of the Debtor or otherwise, from time to time in the Secured Party's discretion to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement (but the Secured Party shall not be obligated to and shall have no liability to the Debtor or any third party for failure to do so or take action). This appointment, being coupled with an interest, shall be irrevocable until the discharge of the security interests created by this Agreement. The Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. For greater certainty, this section 9.01 shall only apply and the power of attorney shall only be granted in an Event of Default that is ongoing and has not been cured. If such an Event of Default occurs and is subsequently cured, this power of attorney shall no longer be in force or effect.

## **ARTICLE X SECURED PARTY MAY PERFORM**

**Section 10.01 Secured Party May Perform.** If the Debtor fails to perform any obligation contained in this Agreement, the Secured Party may itself perform, or cause performance of, such obligation, and the costs and expenses of the Secured Party incurred in connection therewith shall be payable by the Debtor; *provided that* the Secured Party shall not be required to perform or discharge any obligation of the Debtor and the performance by the Secured Party shall not waive the rights of the Secured Party to enforce this Agreement.

## **ARTICLE XI SET-OFF**

**Section 11.01 Set-Off.** If an Event of Default occurs, the Secured Party may, without notice to the Debtor or any other person, any notice being expressly waived, set-off and apply all amounts standing to or for the credit of the Debtor from the Secured Party or any of the Secured Party's affiliates, in any currency, against and on account of all or any part of the Secured Obligations, all as the Secured Party may see fit (in its sole discretion), whether or not the Secured Obligations are due and payable. When applying a deposit or other obligation in a different currency than the Secured Obligations to the Secured Obligations, the Secured Party will convert the deposit or other obligation to the currency of the Secured Obligations using the rate of exchange for the conversion of such currency as determined by the Secured Party in the context of the currency exchange market at such time, acting reasonably.

## ARTICLE XII REMEDIES UPON DEFAULT

**Section 12.01 Right to Accelerate Payment.** Upon the occurrence of an Event of Default that is continuing, the Secured Party may, by notice, declare any or all of the Secured Obligations to be immediately due and payable, whereupon, all of the Secured Obligations shall become and be immediately due and payable without presentment, demand, protest or further notice, all of which are hereby expressly waived by the Debtor.

**Section 12.02 Enforcement of Security Interest.** Upon the occurrence of an Event of Default that is continuing, the Secured Party may proceed to realize upon the Collateral and immediately enforce its rights.

**Section 12.03 Remedies upon Event of Default.** Upon the occurrence of an Event of Default that is continuing, the Secured Party may exercise, without any other notice to or demand upon the Debtor, in addition to the other rights and remedies provided herein or otherwise available to it, the following rights and remedies (which rights and remedies may be exercised independently or in combination):

- (a) the Secured Party may assert all rights and remedies of a secured party under the PPSA or other applicable law;
- (b) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral or its value;
- (c) the Secured Party may take possession of the Collateral by requiring the Debtor to assemble the Collateral or any part thereof and deliver the Collateral, or make the Collateral available, to the Secured Party at a place and time to be designated by the Secured Party;
- (d) the Secured Party may take possession of the Collateral by carrying on all or any part of the business of the Debtor, and may to the exclusion of all others, including the Debtor, enter upon, occupy and use any of the premises; buildings, plant and undertaking owned, occupied or used by the Debtor and may use any of the tools, machinery, equipment and intangibles of the Debtor for such time as the Secured Party sees fit, free of charge and without liability, in order to carry on the business of the Debtor;
- (e) the Secured Party may borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof, or to carry on the business, and may further charge the Collateral in priority to the security constituted by this Security Agreement;
- (f) the Secured Party may exercise and enforce all rights and remedies of the Debtor with respect to the Collateral;
- (g) the Secured Party may sell, lease, license, or otherwise dispose of all or any part of the Collateral by private sale or public sale or otherwise, and upon such other

terms and conditions (including as to credit, upset or reserve bid or price) as the Secured Party may deem commercially reasonable;

- (h) the Secured Party may appoint, by instrument in writing, any person or persons (whether an officer or employee of the Secured Party or not) to be a receiver, manager, interim receiver, or receiver and manager (collectively, "**Receiver**"), of the Collateral or any part of the Collateral and remove or replace any person so appointed. Any Receiver so appointed shall have, in addition to any other powers afforded by the law, the same powers and authorities afforded to the Secured Party under this Article XII;
- (i) the Secured Party may apply to a court of competent jurisdiction for the appointment of a Receiver of the Collateral or any part of the Collateral. Any Receiver so appointed shall have, in addition to any other powers afforded by the law, the same powers and authorities afforded to the Secured Party under this Article XII;
- (j) all rights of the Debtor to: (i) exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to Section 6.01; and (ii) receive the dividends and other distributions which it would otherwise be entitled to receive and retain pursuant to Section 6.02, shall immediately cease, and all such rights shall thereupon become vested in the Secured Party, which shall have the sole right to exercise such voting and other consensual rights and receive and hold such dividends and other distributions as Collateral; and
- (k) the Secured Party may retain the Collateral in satisfaction of the Secured Obligations.

**Section 12.04 Receiver Agent of Debtor.** In exercising any powers any such Receiver so appointed shall act as agent of the Debtor and not the Secured Party and the Secured Party shall not in any way be responsible for any of the actions of the Receiver, its employees, agents and contractors. The Secured Party may from time to time remove and appoint replacements for, any Receiver, and appoint another or others in their stead from time to time.

**Section 12.05 Distribution of Proceeds.** Any cash held by the Secured Party as Collateral and all cash Proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by the Secured Party to the payment of expenses incurred by the Secured Party in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Party hereunder, including reasonable legal and Receivers' fees, and the balance of such proceeds shall be applied or set-off against all or any part of the Secured Obligations in such order as the Secured Party shall elect. Any surplus of such cash or cash Proceeds held by the Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to the Debtor or to whomsoever may be lawfully entitled to receive such surplus. The Debtor shall remain liable for any deficiency if such cash and the cash Proceeds of any sale or other realization of the Collateral are insufficient to pay the

Secured Obligations and the fees and other charges of any solicitor employed by the Secured Party to collect such deficiency.

**Section 12.06 Debtor Pays Expenses.** The parties hereto agree to pay their own expenses pursuant to this Agreement, including, but not limited to expenses incurred or for services rendered including legal and auditor's fees and expenses and remuneration of any Receiver.

### **ARTICLE XIII MISCELLANEOUS**

**Section 13.01 No Waiver and Cumulative Remedies.** The Secured Party shall not by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

**Section 13.02 Amendments.** None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by the Debtor therefrom shall be effective unless the same shall be in writing and signed by the Secured Party and the Debtor, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

**Section 13.03 Notices.** All notices, consents, claims, demands, waivers and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth in the Promissory Note and shall be given in the manner and become effective as set forth in the Promissory Note.

**Section 13.04 Continuing Security Interest; Further Actions.** This Agreement shall create a general and continuing security interest in the Collateral and shall (a) subject to Section 13.06, remain in full force and effect until payment and performance in full of the Secured Obligations, (b) be binding upon the Debtor, its successors and permitted assigns, and (c) enure to the benefit of the Secured Party and its successors, transferees and assigns; *provided that* the Debtor may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Secured Party.

**Section 13.05 Assignment.** The Secured Party may assign or transfer any of its rights under this Agreement without the consent of the Debtor. The Debtor may not assign its obligations under this Agreement without the prior written consent of the Secured Party.

**Section 13.06 Termination; Release.** On the date on which all Secured Obligations have been paid and performed in full (as determined by the Secured Party in its sole discretion), the Secured Party will, at the request and sole expense of the Debtor (a) duly assign, transfer and deliver to or at the direction of the Debtor (without recourse and without any representation or warranty) such of the Collateral as may then remain in the possession of the Secured Party, together with any monies at the time held by the Secured Party hereunder, and (b) execute and deliver to the Debtor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement.



**Section 13.07 Acknowledgement.** The Debtor acknowledges receipt of a fully executed copy of this Agreement.

**Section 13.08 Amalgamation.** The Debtor acknowledges that, if it amalgamates with another person, the term Debtor when used in this Agreement, shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the security interests created hereby shall extend to the Collateral in which any amalgamating corporation has any rights at the time of the amalgamation and to any collateral in which the amalgamated corporation thereafter has any rights to secure the Secured Obligations of each of the amalgamating corporations and the amalgamated corporation to the Secured Party at the time of the amalgamation and any Secured Obligations of the amalgamated corporation to the Secured Party thereafter arising.

**Section 13.09 Governing Law.** All matters arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable in that Province and the parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

**Section 13.10 Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Section 13.11 Conflict with Promissory Note.** To the extent of any conflict or inconsistency between the terms of this Agreement and the terms of the Promissory Note, the terms of the Promissory Note shall govern to the extent necessary to remove the conflict or inconsistency.

IN WITNESS WHEREOF, the Debtor has executed this Agreement as of the date first above written.

**GZU ENTERTAINMENT INC.,**  
as Debtor

By \_\_\_\_\_

Name: William Neil Stevenson-Moore

Title: Director

**SCHEDULE D**

**GENX COLLECTION LICENSE AGREEMENT**

## Intellectual Property Licence Agreement

This Intercompany Intellectual Property Licence Agreement ("**Agreement**"), dated as of March 30, 2023 (the "**Effective Date**"), is by and between GZU Entertainment Inc. ("**Licensor**") and Looking Glass Labs Ltd. ("**Licensee**") (collectively, the "**Parties**," or each, individually, a "**Party**").

### WHEREAS:

- A. Licensor, as purchaser, entered into an asset purchase agreement dated the date hereof (the "**APA**") with Licensee, the vendor.
- B. Pursuant to the APA, Licensor acquired the GenX Collection (as defined in the APA).
- C. Licensor issued a promissory note in favour of Licensee evidencing its indebtedness to Licensee for the Purchase Price, as that term is defined in the APA (the "**Promissory Note**").
- D. The Licensee is a technology company engaged in, among other things, the development of a metaverse referred to as Pocket Dimension (the "**Business**").
- E. Upon closing of the transactions contemplated under the APA, Licensor owns certain trademarks, copyrighted works, technology, proprietary information and other intellectual property, including the GenX Collection (as defined in the APA) and related intellectual property rights in the Vendor's metaverse product offering, currently referred to as "Pocket Dimension", (the "**Licensed Intellectual Property**").
- F. The Licensee wishes to use the Licensed Intellectual Property, and Licensor is willing to grant to Licensee a licence to use the Licensed Intellectual Property, to facilitate Licensee's conduct of the Business.

**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 hereby agree as follows:

1. Licence.

Licence Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term (as defined below) a non-exclusive, royalty-free, transferable, sublicensable licence to use the Licensed Intellectual Property in connection with the conduct of the Business and, more particularly, including to make, use, offer to sell, sell, import, advertise, market, and distribute Licensee's:

- (a) metaverse product branded as Pocket Dimension (or any other rebrand); and
- (b) video game branded as Overlords (or any other rebrand),

including without limitation, merchandise related thereto, and any other products or services that the Parties may agree upon in writing from time to time (collectively, the "**Licensed Products**").

1.2 Sublicensing. Licensee may grant a sublicense of any of its rights under this Agreement to one or more sublicensees, provided that: (a) the Licensee obtains the prior written consent of the Licensor, with such consent not to be unreasonably withheld; (b) Licensee shall ensure that each sublicensee complies with the applicable terms and conditions of this Agreement; and (c) any act or omission of a sublicensee that would be a material breach of this Agreement if performed by Licensee will be deemed to be a material breach by Licensee.

1.3 Reservation of Rights. Licensor hereby reserves all rights not expressly granted to Licensee under this Agreement.

2. Use of Licensed Intellectual Property.

2.1 Notices. Licensee shall ensure that all use of Licensed Intellectual Property or Licensed Products hereunder is accompanied by or marked with the appropriate proprietary rights notices, symbols, and legends as may be updated from time to time, and as may be reasonably necessary under applicable law to maintain the Licensed Intellectual Property, the Licensed Products and Licensor's proprietary rights therein, in such order and manner as may be reasonably specified by Licensor.

3. Ownership and Protection of the Licensed Intellectual Property.

(a) Acknowledgment of Ownership. Licensee acknowledges that Licensor owns and will retain all right, title, and interest in and to the Licensed Intellectual Property subject to the licence granted in Section 1.1.

(b) Prosecution and Maintenance. Licensor has the sole right, in its discretion and at its expense, to file, prosecute, and maintain all applications, registrations, and patents relating to the Licensed Intellectual Property. Licensee shall provide, at the request of Licensor and at Licensor's expense, all necessary assistance with such filing, maintenance, and prosecution.

4. Enforcement.

4.1 Each Party shall promptly notify the other Party in writing of any actual, suspected, or threatened infringement, misappropriation, or other violation of any Licensed Intellectual Property by any third party of which it becomes aware. Licensor has the first right, in its discretion, to (a) bring any action or proceeding with respect to any such infringement; (b) defend any declaratory judgment action concerning any Licensed Intellectual Property; and (c) control the conduct of any such action or proceeding; If Licensor does not commence an action or proceeding within 60 days after receipt of a written request from Licensee to assume control over enforcement of any Licensed Intellectual Property with respect to such infringement, Licensee may, in its discretion, to bring such action or proceeding and control

the conduct thereof. Licensor shall join any such action or proceeding brought by Licensee if necessary for Licensee to have standing.

4.2 The Party that does not control any action or proceeding brought under **Error! Bookmark not defined.**4.1 (the "**Non-Enforcing Party**") shall provide the other Party (the "**Enforcing Party**") with all assistance that the Enforcing Party may reasonably request, at the Enforcing Party's expense, in connection with any such action or proceeding. The Enforcing Party will be entitled to apply any monetary recovery resulting from any such action or proceeding (including any settlement thereof) for its own account.

5. Registration of Licence. Upon Licensee's request, Licensor shall make all necessary filings to record this Agreement with the Office of the Registrar of Trademarks, the Copyright Office, the Patent Office at the Canadian Intellectual Property Office (CIPO), and in the corresponding offices or agencies in any and all countries where it may be required under applicable law, including as a prerequisite to enforcement of the Licensed Intellectual Property or enforceability of this Agreement in the courts of such countries, and any registration fees and related costs and expenses will be at Licensee's expense.

6. Payment. As consideration in full for the rights granted herein, Licensee shall pay Licensor a one-time fee in the amount of one Canadian Dollar (CA\$1.00) upon execution of this Agreement.

7. Confidentiality. Each Party acknowledges that in connection with this Agreement it will gain access to certain confidential and proprietary information of the other Party (collectively, "**Confidential Information**"). Without limiting the foregoing, for purposes of this Agreement, all trade secrets and confidential information included in the Licensed Intellectual Property, including unpublished patent applications and invention disclosures, will be deemed Confidential Information of Licensor. Each Party shall maintain the Confidential Information in strict confidence and not disclose any Confidential Information to any other person, except to its employees who (a) have a need to know such Confidential Information for such Party to exercise its rights or perform its obligations hereunder; and (b) are bound by written nondisclosure agreements. Each Party shall use reasonable care, at least as protective as the efforts it uses with respect to its own confidential information, to safeguard the Confidential Information from use or disclosure other than as permitted hereby.

8. Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor, its, officers, directors, employees, agents and representatives against all losses, liabilities, claims, damages, actions, fines, penalties, expenses, or costs (including court costs and reasonable legal fees) arising out of or in connection with any third-party claim, suit, action, or proceeding relating to (a) any breach of this Agreement by Licensee; (b) use by Licensee of any Licensed Intellectual Property under this Agreement; except for any claim based solely on infringement, misappropriation, or other violation of any intellectual property rights or other personal or proprietary rights of any person or entity arising out of Licensee's permitted use of any Licensed Intellectual Property in accordance with this Agreement.

9. Disclaimer; Limitation of Liability.

9.1 Disclaimer. EACH PARTY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT AND THE LICENSED INTELLECTUAL PROPERTY, INCLUDING ANY WARRANTIES AND CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (A) LICENSOR MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE VALIDITY, ENFORCEABILITY, OR SCOPE OF THE LICENSED INTELLECTUAL PROPERTY; AND (B) LICENSOR SHALL HAVE NO LIABILITY WHATSOEVER TO LICENSEE OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH [THE MANUFACTURE, USE, OFFER FOR SALE, SALE, OR IMPORT OF ANY LICENSED PRODUCT OR OTHERWISE IN CONNECTION WITH] THE USE OF ANY LICENSED INTELLECTUAL PROPERTY.

9.2 Limitation of Liability. EXCEPT FOR LICENSEE'S LIABILITY FOR INDEMNIFICATION UNDER SECTION 8, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, AGGRAVATED, SPECIAL, OR PUNITIVE DAMAGES RELATING TO THIS AGREEMENT OR USE OF THE LICENSED INTELLECTUAL PROPERTY HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Term and Termination.

10.1 Term. Subject to Section 10.2, this Agreement begins on the Effective Date and will remain in force until the Maturity Date (as defined in the Promissory Note) or terminated pursuant to Section 10.3 ("**Term**").

10.2 Extension Option. At the end of the Term, Licensee, at its sole discretion, may elect to extend the Term for an additional five (5) years, subject to the terms and conditions customary for a transaction of the nature described herein, to be mutually agreed to between Licensee and Licensor at such time.

10.3 Termination by Licensee. Licensee may terminate this Agreement at any time without cause, and without incurring any additional obligation, liability, or penalty, by providing at least ten (10) days' prior written notice to Licensor.

11. Assignment. Up to and until the Maturity Date under the Promissory Note, Licensee may assign or transfer any of its rights or obligations under this Agreement without Licensor's prior written consent.

12. Miscellaneous.

12.1 Amendments and Modifications. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

12.2 No Third-Party Beneficiaries. This Agreement solely benefits the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

12.3 Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (other than routine communications having no legal effect) (each, a "**Notice**") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this Section). Each Party shall deliver all Notices by personal delivery, nationally recognized same day or overnight courier (with all fees prepaid), email of a PDF document (with confirmation of receipt or transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is conclusively deemed to have been validly and effectively given: (a) if sent by personal delivery or by courier (all fees prepaid) on the date of receipt; (b) if sent by email of a PDF document, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment); or (c) if sent by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid on the fifth day after the mailing thereof.

If to Licensor: **[REDACTED PRIVATE COMPANY INFORMATION]**  
Email: **[REDACTED PERSONAL INFORMATION]**  
Attention: President

with a copy to: **[REDACTED PERSONAL INFORMATION]**  
Email: **[REDACTED PERSONAL INFORMATION]**  
Attention: **[REDACTED PERSONAL INFORMATION]**

If to Licensee: 810-789 West Pender Street  
Vancouver, BC V6C 1H2  
Email: **[REDACTED PERSONAL INFORMATION]**  
Attention: Chief Executive Officer

with a copy to: **[REDACTED PERSONAL INFORMATION]**  
Email: **[REDACTED PERSONAL INFORMATION]**  
Attention: **[REDACTED PERSONAL INFORMATION]**

12.4 Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of Licensor and Licensee with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

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

12.6 Waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement 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.

12.7 Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

12.8 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the March 30, 2023 by their respective officers thereunto duly authorized.

**GZU ENTERTAINMENT INC.**

By \_\_\_\_\_  
Name: William Neil Stevenson-Moore  
Title: Director

**LOOKING GLASS LABS LTD.**

By \_\_\_\_\_  
Name: Dorian Banks  
Title: Chief Executive Officer