

Definitive Agreement

This Definitive Agreement ("Agreement") is entered into as of June 17th, 2024 ("Effective Date") by and among:

- **Metasphere Labs**, having its registered office at 1890-1075 West Georgia Street, Vancouver, BC V6E 3C9, represented by Natasha Ingram, CEO,
- **Ecoblox**, having its principal place of business at Dubai South Business Center, Building A2 - 4 Floor, office 401-24, Dubai Logistics City, Dubai, UAE, represented by Theo Valich, CEO,
- **PureSky**, having its principal place of business at 1129 Northern Blvd, Suite #404, Manhasset, NY 11030 ("Pure Sky")., represented by Marty Seymour,

Collectively referred to as the "Parties" and individually as a "Party".

1. Purpose

The purpose of this Agreement is to formalize the collaboration among the Parties to develop a Carbon-Aware Routing Protocol ("Protocol") aimed at optimizing and offsetting the carbon footprint of internet and data center operations.

2. Formation of Consortium

2.1 Establishment of CarbonBot Technologies Ltd.: The Parties agree to establish a for-profit British Columbia Benefit Company under the name CarbonBot Technologies Ltd. ("Company"), or a similar name as agreed to among the Parties if such name is not available.

2.2 Share Distribution: Metasphere Labs will receive 2,000 common shares in CarbonBot Technologies Ltd., while Ecoblox, and PureSky, will each receive 1,000 common shares. No other class of shares will be issued to anyone.

2.3 Ownership of Intellectual Property: Any intellectual property developed under this Agreement will be owned by CarbonBot Technologies Ltd.

2.4 License of Domain: Metasphere Labs will grant a royalty-free license to CarbonBot Technologies Ltd. to use the internet domain carbon.bot in connection with the collaboration among the Parties as set out in this Agreement.

3. Scope of Collaboration

3.1 Development of the Carbon-Aware Routing Protocol: The Parties will jointly develop the Protocol to enable internet routers to dynamically choose paths based on the carbon intensity of available network routes and account for offsets in real-time.

3.2 Release of Protocol and Reference Design: The Protocol and an initial reference design for NVidia GPU clusters will be released at Mobile World Congress Americas 2024.

3.3 Collective Efforts: The Parties will work together to:

- Evangelize the Protocol.
- Bring new members from the ICT industry to the consortium as shareholders and participants.
- Develop marketing and branding strategies.
- Share expertise and resources to ensure the successful development and deployment of the Protocol.

4. Governance

4.1 Board of Directors: Each Party may elect one person to represent them on the Board of Directors.

4.2 CEO and Chairwoman: Natasha Ingram will be appointed as the CEO and Chairwoman of CarbonBot Technologies Ltd.

4.3 Steering Committee: A Steering Committee ("Committee") comprising one representative from each Party will be established to oversee the project, make strategic decisions, and resolve any disputes.

4.4 Meetings: The Committee will meet at least quarterly to review progress, address issues, and plan next steps. Meetings can be held in person or virtually.

4.5 Decision-Making: Decisions by the Committee will be made by consensus. In the event of a deadlock, the matter will be escalated to the CEOs of the Parties for resolution.

5. Intellectual Property

5.1 Ownership: All intellectual property developed jointly by the Parties under this Agreement will be owned by CarbonBot Technologies Ltd. Each Party retains ownership of its pre-existing intellectual property.

5.2 Licensing: The Parties agree to grant each other a non-exclusive, royalty-free license to use the jointly developed intellectual property for the purposes of this project.

6. Confidentiality

6.1 Confidential Information: Each Party agrees to maintain the confidentiality of any proprietary or confidential information received from another Party during the course of this collaboration.

6.2 **Non-Disclosure:** Confidential information will not be disclosed to any third party without the prior written consent of the disclosing Party.

7. Term and Termination

7.1 **Term:** This Agreement will remain in effect until the release of the Protocol and reference design at Mobile World Congress Americas 2024, unless extended by mutual agreement of the Parties.

7.2 **Termination:** This Agreement may be terminated by any Party with 30 days' written notice if:

- Another Party breaches a material term of this Agreement and fails to cure the breach within 30 days of receiving notice of the breach.
- Any Party becomes insolvent or is subject to bankruptcy proceedings.

8. Miscellaneous

8.1 **Amendments:** Any amendments to this Agreement must be in writing and signed by authorized representatives of all Parties.

8.2 **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

8.3 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

8.4 **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

8.5 **Notices:** Any notices required or permitted under this Agreement will be in writing and delivered to the addresses of the Parties set forth above.

Signatories:

Metasphere Labs

By: "Natasha Ingram"

Name: Natasha Ingram

Title: CEO

Ecoblox

By: _____ *"Theo Valich"*

Name: Theo Valich

Title: CEO

PureSky

By: _____ *"Marty Seymour"*

Name: Marty Seymour

Title: Director