



Two Tall
Totems

SERVICES AGREEMENT

This Services Agreement is made as of June 28, 2018 (the "Effective Date") between Two Tall Totems Ltd. ("Developer") and BlockLuxe Network Inc. ("Client").

Under this Agreement, Developer will provide to Client the Services described in Statements of Work signed from time to time by Developer and Client, on the terms set out in this Agreement and in the Statement of Work.

Developer and Client agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms

When used in this Agreement, the following terms shall have the following meanings unless the context otherwise requires:

"Agreement" means this Agreement and all schedules and other attachments, as it may from time to time be supplemented or amended, and includes all Statements of Work made under this Agreement, as they may from time to time be supplemented or amended.

"Client Content" means any graphics, artwork, music, videos, software, code, scripts, text or other content provided by Client to Developer for incorporation by Developer into a Deliverable. Client Content includes any modifications to the Client Content made by Developer as part of the Services.

"Confidential Information" means all information, written or oral, provided by a Disclosing Party directly or indirectly to a Receiving Party, and whether provided, disclosed, learned or obtained before or after the Effective Date, and includes: (a) all customer, financial, operating, technical and other information and materials concerning the Disclosing Party or its customers, businesses, technology, properties, assets or prospects; and (b) all software, technical data, know-how, product plans, inventions, processes, designs and similar information of the Disclosing Party. Confidential Information of Client includes any Personal Information of customers or employees of Client that is disclosed by Client to Developer.

"Developer Personnel" means all persons involved in the performance of Services as an employee, independent contractor, or subcontractor of the Developer.

"Deliverable" means a deliverable to be provided by Developer to Client as part of the Services, as described in a Statement of Work.

"Disclosing Party" means a party that has disclosed Confidential Information to the other party.

"including" means "including, without limitation", and is not intended to be limiting.

"Intellectual Property Rights" means any of the following: (a) patents; (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated with them; (c) copyrights, mask works and rights in data and databases; (d) rights for the protection of trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

"Past Work" means work previously created by Developer that it integrates or incorporates into a work product created in furtherance of its performance of the Services.

"Personal Information" means personal information under the *Personal Information Protection and Electronic Documents Act* (Canada), under the *Personal Information Protection Act* (British Columbia), or under any applicable similar legislation of any province or territory.

"Project" means, in relation to a Statement of Work, the project described in the Statement of Work.

"Receiving Party" means a party to whom Confidential Information has been disclosed.

"Representatives" means, with respect to either party, the designated representatives of that party and its directors, officers, employees, financial, legal and accounting advisors and other agents who need to know the Confidential Information for the purposes specified in this Agreement and, in the case of Developer, includes its contractors, service providers, and other third parties who need to know the Confidential Information for the purpose of the services that they provide to Developer in connection with this Agreement.

"Services" means the services to be provided by Developer to Client, as described in a Statement of Work.

"Statement of Work" means a statement of work signed by Developer and Client, and made under this Agreement.

"Term" means the term of this Agreement as described in section 8.1.

"Third Party Work" means the third party open source programs and other third party programs referred to in section 4.1(c).

ARTICLE 2 THE SERVICES

2.1 Services and Deliverables

Developer will provide to Client the Services and Deliverables described in a Statement of Work.

2.2 Developer Responsibilities

(a) Developer will supply the services of its personnel to carry out the Services.

(b) Developer will perform any other Developer responsibilities specified in a Statement of Work.

(c) Developer will use commercially reasonable efforts to perform the Services in accordance with any dates or time periods specified in the Statement of Work. However, the parties agree that any dates or time periods specified in the Statement of Work are intended for planning and estimating purposes only, and are not guaranteed by Developer.

2.3 Client Responsibilities

(a) Client will perform any Client responsibilities specified in a Statement of Work.

(b) Client will promptly provide to Developer all such documents, information, instructions, approvals and other support, including access to Client personnel, as Developer may reasonably request for the purpose of performing the Services. Client will ensure that all of its personnel promptly and fully cooperate with Developer, and promptly render all such assistance as may be reasonably requested by Developer.

(c) If any Services are provided at Client's premises, then Client will provide Developer's personnel with such accommodation, computer resources and other facilities and access as may be necessary, during and outside normal office hours, to enable such personnel to supply the Services.

(d) If Client itself performs, or retains a third party to perform, any services or other activities that interface or interact with Developer's Services or the Deliverables, then Client warrants to Developer that such services and other activities will be performed in a professional manner and Client shall remain solely responsible and liable at all times for the actions of its contracted third parties as though they were the actions of Client itself.

(e) Client warrants that all information supplied by Client or its agents to Developer before or during the provision of the Services is accurate and complete in all material respects.

(f) Developer will have no liability for any failure to perform its obligations under this Agreement in a timely manner if and to the extent such failure is due to Client not performing its obligations in a timely manner.

(g) If Services are to be performed by personnel of Developer at locations outside Canada, then Client will be responsible for sponsoring any visas and/or work permits required for Developer's personnel. The costs of applying for and obtaining such visas and/or work permits will be paid by Client. Client acknowledges that in-country performance of Services by specific Developer personnel is dependent on and subject to those personnel being able to obtain any necessary visas and/or work permits.

2.4 Change Orders

At any time prior to the completion of Services under a Statement of Work, Client may request that Developer make or permit reasonable changes to the Services, including reasonable changes to any of the Deliverables or their requirements or specifications. To request a change, Client will deliver a written change request to Developer specifying the proposed change and the objective of the proposed change, using the form provided by Developer for that purpose. Within a reasonable period after Developer's receipt of the change request, Developer will deliver to Client a written response: (a) specifying how the proposed change would be implemented; (a) describing the effect, if any, that the change would have on the schedule for the performance of Developer's obligations under the Statement of Work; (c) describing the additional charges, if any, that would result from the implementation of the change; and (d) describing any other consequential changes to the terms of the Statement of Work and this Agreement. Developer may decline a requested change if Developer is of the opinion, acting reasonably, that the proposed change is a substantial change to the scope of the Project, or that accepting the requested change would have a material adverse impact on the ability of Developer to perform the Services or to perform other committed services to other clients. Client may accept or decline a response to a change request. If Client accepts a response to a change request, the terms of the request and the response shall be incorporated into a change order signed by both parties. Change orders signed by both parties will be deemed part of the Statement of Work and will be implemented by Developer. A Statement of Work cannot be amended, except in accordance with this section or by a written amendment signed by duly authorized officers of both parties.

2.5 Acceptance of Deliverables

Deliverables will be deemed accepted by Client when the acceptance or sign-off criteria, if any, specified in the Statement of Work has been met, or when Client makes productive use of the Deliverables, whichever occurs first. If no such acceptance or sign-off criteria are specified in the Statement of Work, Deliverables will be deemed accepted on delivery to Client. Once the acceptance or sign-off criteria for a Deliverable have been met, Client must sign-off that the Deliverable is accepted. If the acceptance or sign-off criteria have not been met, then Client must immediately advise Developer in writing of any non-conformities. Deliverables will be deemed accepted by Client if Client does not so advise Developer of any non-conformities within the period specified in the Statement of Work for such acceptance testing or, if no such period is specified, within 10 business days.

**ARTICLE 3
FEES, EXPENSES AND TAXES**

3.1 Fees

Client will pay to Developer the fees and other charges specified in the Statement of Work.

3.2 Expenses

Developer will be responsible for all expenses incurred by it in the course of performing the Services, except as otherwise specified in a Statement of Work and except for Permitted Travel Expenses. Client will reimburse Developer for all Permitted Travel Expenses on receipt of an invoice from Developer for such Permitted Travel Expenses. For the purpose of this section, "Permitted Travel Expenses" means the reasonable out-of-pocket travel, meal and accommodation expenses incurred by the personnel of Developer who are performing Services away from their home locations at the request of Client, as determined in accordance with the then existing reasonable travel expense policy of Developer.

3.3 Deposit

Client will pay to Developer any deposit specified in the Statement of Work. The deposit will be held by Developer as general security for Client's ongoing performance of the terms of this Agreement. Developer is not obligated to begin performing the Services until Developer has received the Deposit. Developer will apply the Deposit against the last invoices issued under the Statement of Work. Developer may elect, its sole discretion, to apply the Deposit against any other monetary obligation of Client under this Agreement. Any portion of the Deposit that is not so applied by Developer will be refunded by Developer to Client after the completion of the Project. Developer will not pay interest on the Deposit.

3.4 Invoices

Developer will invoice Client in accordance with the terms of the Statement of Work. Unless the Statement of Work states otherwise, all amounts: (a) will be in Canadian dollars; and (b) will be due within 30 days after the date of the invoice. All invoices will be paid by wire transfer to the account of Developer specified by Developer, unless otherwise specified by Developer in the invoice. If Client fails to make any payment when due under this Agreement, then, unless prohibited by applicable laws, Client will pay to Developer interest on such amount from the due date until the date of payment at a rate of interest equal to 1.0% per month (equivalent to 12.68% per annum).

3.5 Taxes

Fees are exclusive of any applicable taxes. Client will be responsible for any goods and services taxes, sales taxes, value added taxes, import and customs duties, levies, fees, and similar amounts imposed or assessed by any governmental authority arising from Client's receipt or use of the Services or the Deliverables. If any taxes are required to be withheld on payments Client makes to Developer, then Client may deduct such taxes from the amount owed to Developer and pay them to the appropriate taxing authority; provided, however, that Client promptly secures and delivers an official receipt for those withholdings and provides such other documents as Developer may reasonably request to claim a foreign tax credit or refund. Client shall ensure that any taxes

withheld are minimized to the extent possible under applicable laws.

**ARTICLE 4
ADDITIONAL TERMS**

4.1 Intellectual Property Ownership and License

(a) As between Client and Developer, Client shall own all Intellectual Property Rights in and to the Client Content. Client hereby grants to Developer a royalty-free license to use, copy, adapt and modify the Client Content for the purpose of providing the Services, and to incorporate the Client Content into any Deliverables.

(b) Except for Past Work and Third Party Work, Client is and will be the sole and exclusive owner of all right, title and interest in and to all Deliverables, including all Intellectual Property Rights therein. In furtherance of the foregoing, Developer hereby does and shall cause Developer personnel to: (i) assign, transfer, and otherwise convey to Client, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Deliverables, including all Intellectual Property Rights therein; and (ii) irrevocably and unconditionally waive, and agree not to assert, any moral rights under statute or common law, including without limitation attribution of authorship, the right to restrain any distortion, destruction or modification with respect to such Deliverables and the Intellectual Property Rights therein.

Developer hereby grants to Client such rights and licenses with respect to the Past Work that will allow Client to use and otherwise exploit perpetually throughout the universe for all or any purposes whatsoever the Past Work, without incurring any fees or costs to Developer (other than the Fees and Expenses in Article 3) or any other person in respect of the Past Work. In furtherance of the foregoing, such rights and licenses shall: (i) be irrevocable, perpetual, fully paid-up, and royalty-free; (ii) include the rights to use, reproduce, perform (publicly or otherwise), display (publicly or otherwise), modify, improve, create derivative works of, distribute, import, make, have made, sell, and offer to sell the Past Work, including all such modifications, improvements, and derivative works thereof, solely as part of, or as necessary to use and exploit, a Deliverable; and (iv) be freely assignable and sublicensable, in each case solely in connection with the assignment or licensing of a Deliverable or any portion, modification, or derivative work thereof, and only to the extent necessary to allow the assignee or sublicensee, as the case may be, to use and exploit the Deliverable or portion, modification, improvement or derivative work thereof.

Developer shall, and shall cause the Developer Personnel to, take all appropriate action and execute and deliver all documents, necessary or reasonably requested by Client to effectuate any of the provisions or purposes of this Section 4.1(b) or otherwise as may be necessary or useful for Client to prosecute, register, perfect, record, or enforce its rights in or to any Deliverable or any Intellectual Property Right therein.

The rights granted to Client under this section 4.1(b) are conditional on and subject to payment by Client of all amounts due under this Agreement.

(c) Client acknowledges that a Deliverable may contain third party open source programs and other third party programs that are owned by one or more third parties and that Developer, not the third party, licenses to Client under section 4.1(b). Client acknowledges that a Deliverable may also contain third party open

source programs and other third party programs that are owned by one or more third parties, that are not licensed under section 4.1(b), and that are subject to separate license terms identified in the files provided with the Deliverable.

(d) Each of the parties grants to the other party only those licenses and rights specified in this section 4.1. No other licenses or rights (including licenses or rights under patents) are granted.

4.2 Employee Non-Solicitation

During the Term and for one year after the expiry of the Term, each party agrees that it will not, either on its own account or for any other person, solicit, interfere with or endeavour to entice away any employee of the other party, with whom the first such party has dealt in relation to this Agreement. Notwithstanding the foregoing, nothing in this section 4.2 shall prevent the parties from making general advertisements or other solicitations to the public or from hiring any employee of the other party who responds to such an advertisement or who otherwise initiates discussions with the prospective employer. In the event of a breach of this section 4.2 by either party, the defaulting party will pay to the non-defaulting party an amount equal to six months' salary of the applicable employee, as liquidated damages and not as penalty.

4.3 Harmful Code

Developer will use industry best practices at all times to identify, screen and remove, and will not itself install or permit to exist, any Harmful Code in any Deliverables provided to Client. For the purpose of this provision, "Harmful Code" means: (a) any virus, Trojan horse, worm, backdoor or other software device the effect of which is to permit unauthorized access to, or to alter, disable, erase or otherwise harm, any computer, systems, software or data; or (b) any time bomb, drop dead device, or other software device designed to disable a computer program automatically with the passage of time or under the positive control of any person, or to otherwise deprive Client of its lawful right to use such program.

ARTICLE 5 CONFIDENTIALITY

5.1 Permitted Use

The Receiving Party will not make any use of Confidential Information of the Disclosing Party, except in accordance with the terms of this Agreement, and all such Confidential Information will be used by the Receiving Party only for the purpose of performing its obligations and enforcing its rights under this Agreement.

5.2 Non-Disclosure and Confidentiality

The Receiving Party will retain in strictest confidence all Confidential Information of the Disclosing Party. The Receiving Party may disclose Confidential Information of the Disclosing Party to those of the Representatives of the Receiving Party who have a reasonable need to know that Confidential Information. The Receiving Party will take appropriate action by instruction or agreement with its Representatives to protect the confidentiality of such Confidential Information and to ensure that each of its Representatives is bound by obligations of confidentiality equivalent to those specified in this Agreement. Any disclosure or misuse of Confidential Information by any Representative of the Receiving Party shall be deemed to be disclosure or misuse by the Receiving Party, and the Receiving Party will be liable for any such

disclosure or misuse as if the Receiving Party had so disclosed or misused the Confidential Information. The Receiving Party will not disclose such Confidential Information to any other third party, except in accordance with the terms of this Agreement. The Receiving Party will protect the confidentiality of all Confidential Information of the Disclosing Party with at least the same level of protection as it affords to its own proprietary information and, in any event, not less than a reasonable level of protection considering the nature of such Confidential Information.

5.3 Disclosure Required by Law

If the Receiving Party is requested pursuant to, or is required by, applicable laws to disclose any Confidential Information of the Disclosing Party, then the Receiving Party will, unless prohibited by applicable laws, promptly notify the Disclosing Party in writing, so that appropriate remedies may be taken or compliance with the terms of this Agreement be waived. In such case, the Receiving Party will disclose only that portion of the Confidential Information that is legally required to be disclosed and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the disclosed Confidential Information. Such disclosure shall not alter, limit or abrogate the Receiving Party's continuing obligations of confidentiality with respect to such disclosed Confidential Information. Nothing in this Article 5 shall require the Receiving Party to violate any applicable laws.

5.4 Excluded Information

The restrictions in this Agreement on the use and disclosure of Confidential Information shall not apply to those portions of Confidential Information that constitute: (a) information that is generally available to the public or becomes available as a result of a disclosure by the Receiving Party as allowed under this Agreement; (b) information that was available to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party; (c) information that becomes available to the Receiving Party on a non-confidential basis from a third party, provided that such source is not to the knowledge of the Receiving Party bound by a confidentiality agreement with the Disclosing Party; and (d) information that is independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party.

5.5 Property of Disclosing Party

Except as otherwise expressly provided in this Agreement, all Confidential Information shall be and remain the property of the Disclosing Party or of those persons from whom the Disclosing Party obtained such Confidential Information and no express or implied license is granted to the Receiving Party in respect of such Confidential Information.

5.6 Notice of Unauthorized Release

The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any unauthorized release of Confidential Information of the Disclosing Party, or any authorized access to such Confidential Information by any third party, or any other breach of this Agreement of which it becomes aware.

5.7 Return of Confidential Information

Except as otherwise expressly provided below, on the request of the Disclosing Party, the Receiving Party will: (a) return or destroy,

or cause to be returned or destroyed, all tangible forms of the Confidential Information of the Disclosing Party in its possession or in the possession of its Representatives; (b) use all reasonable efforts to destroy all copies of all materials that incorporate or reflect such Confidential Information; and (c) certify to the Disclosing Party that such materials have been either returned or destroyed, in each case except as to executed original copies of any contractual documents or other materials customarily held by the Receiving Party as legal archival material. Notwithstanding the foregoing, if the Receiving Party requires or might reasonably be expected to require certain Confidential Information for the purpose of performing its obligations or enforcing its rights under this Agreement, then the Receiving Party may retain such Confidential Information for so long as it requires or might reasonably be expected to require such Confidential Information for such purposes.

5.8 Injunctive Relief

The parties each acknowledge that irreparable harm may result if they breach their obligations under this Agreement. The parties each acknowledge that such a breach would not be properly compensable by an award of damages and that, in addition to any other available remedies, the Disclosing Party shall be entitled to seek injunctive relief to prevent the misuse, threatened misuse, disclosure or threatened disclosure of its Confidential Information.

5.9 Agreement Confidential

Client and Developer will not disclose the contents of this Agreement in whole or in part to any third-party, nor make any public announcement or issue statements or press releases in any media, without the prior written consent of the other, such consent not to be unreasonably withheld, except that either party may disclose such information on a need to know basis to its auditors, lawyers, accountants and other such professionals who are under a duty of confidentiality or have entered into a confidentiality and non-disclosure agreement with the disclosing party containing terms similar to those set out in this Article 5. Notwithstanding any other provision of this Agreement, Client may disclose any part of this Agreement to comply with any regulatory, policy or investor relations requirement or process.

5.10 Personal Information

The parties will use commercially reasonable efforts to manage the Services to avoid any disclosure of Personal Information by Client to Developer. If Client does disclose any Personal Information to Developer, then Client is the owner and controller of such Personal Information and Developer is a data processor acting on behalf of Client. Developer will immediately report to Client any requests received from individuals for access to or correction of their Personal Information. When such Personal Information is no longer required for the provision of Services, Developer will delete such Personal Information at the request of Client (provided however that Developer may retain such Personal Information for as long as it is required to do so under applicable laws). Client warrants that all Personal Information disclosed to Developer has been collected and disclosed in accordance with all applicable privacy laws.

ARTICLE 6 IP INDEMNITIES

6.1 Indemnity by Developer

(a) *Indemnity.* Subject to sections 6.1(b) and (c), Developer will defend, indemnify and hold Client harmless from all claims, demands, legal proceedings, losses, liabilities, costs and expenses (including reasonable legal fees) incurred or suffered by Client arising out of any third party claim brought against Client which alleges an infringement of a Canadian or US patent, copyright or trade secret by Client's use of a Deliverable (each, an "IP Infringement Claim"), provided that: (i) Client promptly notifies Developer in writing within 30 days of Client's first knowledge of an IP Infringement Claim; (ii) Developer has sole control of the defence, negotiation and settlement of the IP Infringement Claim; and (iii) Client provides all reasonable assistance requested by Developer for the purpose of investigating or contesting the IP Infringement Claim.

(b) *Opportunity to Cure.* If Developer receives information concerning a possible intellectual property infringement claim (including an IP Infringement Claim) related to a Deliverable, Developer may, at its expense and without obligation to do so, either: (i) procure for Client the right to continue to use the allegedly infringing Deliverable; or (ii) replace or modify the Deliverable to make it non-infringing, in which case Client will thereupon cease use of the allegedly infringing Deliverable. If Developer is unable to effect either of these options at reasonable cost, then Developer may, without obligation to do so, refund to Client all amounts paid by Client for the allegedly infringing Deliverable, and Client will thereupon cease use of the allegedly infringing Deliverable.

(c) *Exceptions to Indemnity.* Developer shall have no liability for any intellectual property infringement claim based in whole or in part on: (i) Developer's inclusion of Client Content in the Deliverable, or Developer's inclusion of any other third party content in the Deliverable at the request of Client; (ii) third party open source software included in the Deliverable; (iii) Client's use of any Deliverable after Developer's notice that Client should cease use of the allegedly infringing Deliverable due to such a claim; (iv) Client's combination of a Deliverable with any product, program or data not supplied by Developer; or (v) Client's adaptation or modification of any Deliverable.

6.2 Indemnity by Client

Client will defend, indemnify and hold Developer harmless from all claims, demands, legal proceedings, losses, liabilities, costs and expenses (including reasonable legal fees) incurred or suffered by Developer arising out of any third party claim brought against Developer which alleges an infringement of a Canadian or US patent, copyright or trade secret by Developer's use of any Client Content or Developer's inclusion of any other third party content in the Deliverable at the request of Client, provided that: (i) Developer promptly notifies Client in writing within 30 days of Developer's first knowledge of such a claim; (ii) Client has sole control of the defence, negotiation and settlement of the claim; and (iii) Developer provides all reasonable assistance requested by Client for the purpose of investigating or contesting the claim.

**ARTICLE 7
LIMITED WARRANTY, LIMITATION OF LIABILITY, AND SUPPORT**

7.1 Limited Warranty

Developer warrants that, for a period of 30 days following delivery of a Deliverable to Client, the Deliverable will comply with any specifications for the Deliverable in the Statement of Work and any additional specifications for the Deliverable that are developed as part of the Services and approved in writing by both Developer and Client. In the event that a Deliverable fails to conform to this warranty, the sole right of Client, and the sole responsibility of Developer, shall be for Developer to exercise all commercially reasonable efforts to cause the Deliverable to conform to the warranty within a commercially reasonable time after receipt by Developer from Client of a written notice identifying any such failure to so conform. Any claim for a breach of this warranty must be made, by written notice, within 30 days of delivery of the Deliverable. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 7.1, THERE ARE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES OR THE DELIVERABLES, AND DEVELOPER SPECIFICALLY DISCLAIMS AND CLIENT HEREBY WAIVES ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7.2 Limitation of Liability

CIRCUMSTANCES MAY ARISE WHERE, BECAUSE OF A DEFAULT ON DEVELOPER'S PART OR OTHER LIABILITY, CLIENT IS ENTITLED TO RECOVER DAMAGES FROM DEVELOPER. REGARDLESS OF THE BASIS ON WHICH CLIENT IS ENTITLED TO CLAIM DAMAGES FROM DEVELOPER (INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, MISREPRESENTATION, OR OTHER CONTRACT OR TORT CLAIM), THE AGGREGATE LIABILITY OF DEVELOPER, ITS AFFILIATES, ITS AND THEIR SUBCONTRACTORS, AND THE PERSONNEL OF EACH OF THEM, FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF: (A) \$100,000; AND (B) THE AGGREGATE OF THE AMOUNTS PREVIOUSLY PAID BY CLIENT TO DEVELOPER UNDER THE STATEMENT OF WORK GIVING RISE TO THE CLAIMS DURING THE 12 MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO SUCH CLAIMS. THE LIMITATION SHALL NOT APPLY TO: (C) CLAIMS FOR DAMAGES FOR BODILY INJURY (INCLUDING DEATH); (D) CLAIMS FOR DAMAGE TO REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY FOR WHICH DEVELOPER IS LEGALLY LIABLE; OR (E) CLAIMS ARISING FROM A BREACH OF ARTICLE 5 (CONFIDENTIALITY).

7.3 Certain Exclusions

UNDER NO CIRCUMSTANCES SHALL DEVELOPER, ITS AFFILIATES, OR ITS OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY OF THE FOLLOWING, WHETHER FORESEEABLE OR NOT AND EVEN IF INFORMED OF THEIR POSSIBILITY: (A) SPECIAL, INDIRECT, AGGRAVATED, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) LOST PROFITS, BUSINESS REVENUE, GOODWILL, ANTICIPATED SAVINGS OR OTHER SIMILAR ECONOMIC DAMAGES; OR (C) CLAIMS OF THIRD PARTIES (EXCEPT TO THE EXTENT OTHERWISE PROVIDED IN SECTION 6.1(a)).

7.4 Support

The Developer agrees to provide continued support for Deliverables for 30 days:

(a) after the iPhone application, which such Deliverables form part of, is successfully approved on the Apple Store (the "iOS Support Period"). The iOS Support Period shall refer to any bugs or issues relating to the features specified in the Statement of Work related to the Deliverables, and not to create new functionality for such iPhone application; and

(b) after the Android application, which such Deliverables form part of, is successfully approved on the Google Play Store (the "Android Support Period"). The Android Support Period shall refer to any bugs or issues relating to the features specified in the Statement of Work related to the Deliverables, and not to create new functionality for such Android application.

This support will be provided to Client at no additional cost.

**ARTICLE 8
TERM AND TERMINATION**

8.1 Term

The term of this Agreement (the "Term") shall commence on the Effective Date and will continue until terminated by either party as set forth in this Agreement. This Agreement shall not terminate solely by reason of the completion of the Services by Developer under any Statement of Work. If at any particular time there is no outstanding Statement of Work, then either party may terminate this Agreement by notice in writing to the other party.

8.2 Termination by Client for Default of Developer

In addition to all other rights available at law or under this Agreement, Client may immediately terminate this Agreement by notice in writing to Developer if Developer has breached any material provision of this Agreement, and such breach is not remedied by Developer within 30 days of notice in writing from Client.

8.3 Termination by Developer for Default of Client

In addition to all other rights available at law or under this Agreement, Developer may immediately terminate this Agreement by notice in writing to Client if: (a) Client has breached any payment obligation under this Agreement, and such breach is not remedied by Client within 10 days of notice in writing from Developer; or (b) Client has breached any other material provision of this Agreement, and such breach is not remedied by Client within 30 days of notice in writing from Developer.

8.4 Effect of Termination

(a) On the termination of this Agreement, Client will pay Developer for all Services provided up to the date of termination and, where Developer terminates for breach, Client will also pay Developer for any additional costs Developer reasonably incurs as a result of the early termination of the Services, such as costs relating to subcontracts or relocation costs. Developer will take reasonable steps to mitigate any such additional costs.

(b) If the Services are being provided on a fixed price fees basis, then Client will pay Developer all sums due at the date of termination in accordance with the payment plan set out in the Statement of Work, plus any related payments that have been withheld, together with fees on a time and materials basis for Services provided after the date of the last applicable payment under the payment plan at hourly rates equal to those specified in the Statement of Work or, if no such hourly rates are specified in the Statement of Work, at the then current reasonable hourly rates charged by Developer for such services.

8.5 Termination in Addition to Other Rights

On the termination of this Agreement, each of the parties will remain liable for all financial and other obligations arising under this Agreement which may have accrued prior to such termination. The express rights of termination in this Agreement are in addition to, and shall in no way limit, any rights or remedies Client or Developer may have under this Agreement, at law or in equity.

8.6 Survival

For greater certainty, the following provisions of this Agreement will survive the termination or expiry of this Agreement: Article 3, sections 4.1 and 4.2, Articles 5 to 7, sections 8.4 to 8.7 and Articles 9 and 10, as well as those sections that by their nature are intended to survive the termination or expiry of this Agreement.

8.7 Suspension

Developer may elect to suspend its performance of some or all of the Services if: (a) Client does not pay any amounts when due under this Agreement; or (b) Client is in breach of its other obligations under this Agreement. Developer will give at least 5 business days' notice before suspending for non-payment.

ARTICLE 9 DISPUTE RESOLUTION

9.1 Negotiation of Disputes

If any dispute or disagreement of any kind arises at any time with respect to this Agreement, its interpretation or application, its performance by the parties, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree that good faith negotiations will take place between the parties with the objective of resolving such dispute or disagreement. If such good faith negotiations have not resolved the dispute or disagreement within a period of 10 business days, the dispute or disagreement will be referred to the Chief Executive Officers of the parties or their designates who will attempt in good faith to resolve such dispute or disagreement.

9.2 Reference to Arbitration

If within the next following period of 10 business days, the dispute or disagreement has not been resolved to the satisfaction of the parties, such dispute or disagreement shall be resolved by binding arbitration pursuant to the *Arbitration Act* (British Columbia) or the *International Commercial Arbitration Act* (British Columbia), as applicable. The arbitration will be before a single arbitrator chosen by agreement of the parties or, failing agreement, appointed pursuant to the *Arbitration Act* (British Columbia) or the *International Commercial Arbitration Act* (British Columbia), as applicable, on application by either party. The fees and expenses

of the arbitrator will be borne equally between the parties. The arbitrator may order interest on any award and the arbitrator may award costs to either party. In the absence of any such award of costs, each of the parties will bear its own costs of the arbitration. The arbitration will take place in Vancouver, British Columbia, unless the parties agree otherwise. Developer may suspend the performance of, and Client may suspend the payment for, any or all of the Services during any period during which a dispute or disagreement remains unresolved.

9.3 Recourse to Courts Limited

The parties agree that good faith negotiations and arbitration shall all be without recourse to the courts and that the award of the arbitrator shall be final and binding, except that: (a) either party may appeal an arbitration award to the courts of British Columbia on a question of law; and (b) either party may apply to a court of competent jurisdiction for an interim measure of protection or for any order for equitable relief which the arbitrator does not have the jurisdiction to provide.

ARTICLE 10 GENERAL

10.1 Notices

All notices, requests, demands, claims, and other material communications under this Agreement will be in writing, and will be deemed duly given when delivered, personally or by courier, in each case addressed to the intended recipient as follows:

If to Client:

BlockLuxe Network Inc.
212 - 1080 Mainland St
Vancouver, B.C., Canada
V6B 2T4

Attention: Allii Radluk

If to Developer:

Two Tall Totems Ltd.
305 - 1166 Alberni Street
Vancouver, B.C., Canada
V6E 3Z3

Attention: Chris Hobbs

Either party may change its address for notice from time to time by notice given in accordance with this section.

10.2 Subcontracting

Developer may subcontract any part of the Services to one or more subcontractors selected by Developer. Any such subcontracting will not affect Developer's obligations to Client for Services provided under this Agreement. Developer shall remain solely responsible and liable at all times for the actions of its subcontractors as though they were the actions of Developer itself. Any reference to the personnel of Developer in this Agreement includes the personnel of any subcontractor of Developer.

10.3 Assignment

Neither party may assign its interest in this Agreement without the prior written consent of the other party.

10.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other prior proposals, communications, agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement. There are no warranties, conditions, or representations and there are no agreements in connection with such subject matter, except as specifically set forth in this Agreement.

10.5 Governing Law and Attornment

This Agreement shall be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable in British Columbia, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. Subject to the provisions of Article 9, the parties consent to the exclusive jurisdiction of the courts located in the Province of British Columbia for any legal action instituted by either party against the other with respect to the subject matter of this Agreement.

10.6 Interpretation

Unless otherwise indicated in this Agreement, all dollar amounts referred to in this Agreement are in the currency of Canada. The parties agree that this Agreement was drafted with the participation of both parties, and shall not be construed either against or in favour of either party. If there is any inconsistency between a term of this Agreement and a term of the Statement of Work, the term of this Agreement shall prevail unless the Statement of Work expressly provides otherwise.

10.7 Further Assurances

Each of the parties will promptly execute and deliver to the other at the cost of the other such further documents and assurances and take such further actions as the other may from time to time request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights, interests and remedies intended to be created in favour of the other.

10.8 Remainder Not Affected by Invalidity

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement shall be consummated as originally intended to the greatest extent possible.

10.9 Waiver

A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by the waiving party. No omission, delay or failure to exercise any right or power, or any waiver by either party of any breach or default, whether express or implied, or any failure to insist on strict compliance with any provision of this Agreement, shall not constitute a waiver of any other provision. Any waiver of any provision of this Agreement shall not constitute a continuing waiver unless otherwise expressly provided.

10.10 Remedies Not Exclusive

Except as otherwise expressly provided in this Agreement, the remedies set forth in this Agreement are cumulative, and are in addition to all the rights and remedies available to Developer or Client, as the case may be, under law, equity or otherwise. Except as otherwise expressly provided in this Agreement, nothing contained in this Agreement shall limit any other remedies which either party may have as a result of the default of the other party under this Agreement, and the parties agree that remedies for breach of this Agreement may be in equity by way of injunctive relief or specific performance, as well as for damages and any other relief available, whether in law or in equity.

10.11 Recovery of Legal Costs

Each party will be entitled to be reimbursed by the other party for all reasonable costs and expenses (including, but not limited to, reasonable legal fees and disbursements) in its successful prosecution or defense of any breach or alleged breach of a provision of this Agreement.

10.12 Export

Customer acknowledges that the Deliverables may be subject to export and re-export restrictions under United States and Canadian export control laws and thus may not be exported or re-exported except in compliance with such laws.

10.13 Independent Contractors

The parties to this Agreement are independent contractors, and not agents, partners, joint venturers or employees of one another. Nothing in this Agreement shall make or be construed to make Developer and Client partners or agents of each other or to create any other relationship by which the acts of either party may bind the other or result in any liability to the other.

10.14 Services are Non-Exclusive

Client acknowledges that Developer provides services to other clients, some of whom may be competitors of Client. Client agrees that Developer may do work for all such other clients, provided that Developer does not disclose to any Confidential Information of Client to such other clients.

10.15 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control.

10.16 Publicity

Developer will obtain Client's prior written consent before making any public communication related to this Agreement or the Services. Notwithstanding the foregoing, Developer may cite the performance of the Services to its clients and prospective clients as an indication of Developer's experience.

10.17 English Language

The parties have expressly requested that this Agreement and its ancillary documents be drafted in English. Les parties ont expressément exigé que cet accord et ses documents connexes soient rédigés en langue anglaise.

10.18 Amendment

This Agreement may not be amended except by a written amending agreement signed by duly authorized officers of both parties.

10.19 Counterparts

This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. This Agreement may be executed by electronic means and signature pages exchanged by electronic means shall be binding on the parties to the same extent as the original signed pages.

To confirm their agreement, Client and Developer have signed this Agreement as of the Effective Date.

BlockLuxe Network Inc.

Per:

Name: Dean Linden
Title: CEO
I/We have authority to bind Client.

Two Tall Totems Ltd.

Per:

Name: Chris Hobbs
Title: President
I/We have authority to bind Developer.