

## FINANCIAL PRODUCTS SERVICES AGREEMENT

This Financial Product Services Agreement, dated as of February 01, 2019 (the "**Agreement**"), is entered into by and between Luxxfolio Network Inc., a business incorporated under the laws of British Columbia, Canada ("**Luxxfolio**"), and Cypress Hills Partners Inc., a business incorporated under the laws of British Columbia, Canada ("**CHP**"), and together with Luxxfolio, the "**Parties**", and each, a "**Party**").

WHEREAS, Luxxfolio is in the business of authenticating luxury goods using blockchain and mobile technology (the "**Luxxfolio Services**");

WHEREAS, CHP is an alternative merchant banking firm that provides specialty financial services; and

WHEREAS, Luxxfolio wants to retain CHP to provide certain financial services to users of the Luxxfolio Services ("**Clients**") to enable Clients to obtain consumer financial products such as loans, credit, and insurance ("**Financial Products**").

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Engagement and Services.

1.1 Luxxfolio hereby engages CHP, and CHP hereby accepts such engagement, to be Luxxfolio's exclusive service provider of Financial Products to Clients (the "**Services**").

1.2 The Services will include:

- (a) Create the Financial Products approved by Luxxfolio
- (b) Assess a Client's eligibility for Financial Products;
- (c) Establish processes for the approval and delivery of Financial Products to Clients;
- (d) Establish the terms and conditions of Financial Products;
- (e) Underwrite the Financial Products; and
- (f) Monitor and administer the Financial Products issued to or purchased by Clients.

1.3 Luxxfolio will make the Financial Products available to the Clients and will promote such services to Clients by integrating the Financial Products and relevant Services into the Luxxfolio Services (the "**Services Integration**").

1.4 The Parties will work together to complete, maintain, and upgrade the Services Integration. Luxxfolio will pay all the reasonable costs of the Service Integration.

1.5 CHP, in its sole discretion, may assign, delegate, transfer, or contract to a third party (a “**Service Provider**”) any of the Services. CHP will ensure that every Service Provider agrees to the terms and obligations of this Agreement as it pertains to the Services each Service Provider is to deliver.

1.6 All rights and obligations of a Financial Product issued to or purchased by a Client shall be an agreement between CHP, or a Service Provider as the case may be, and the Client. As such, Luxxfolio will in no way be responsible nor liable for the fulfillment of any obligation of CHP, Service Provider, or the Client under a Financial Product. Luxxfolio makes no representation or warranty about the creditability or suitability of any Client introduced to CHP or a Service Provider, and CHP, nor any of its directors, officers, shareholders, or any Service Provider should in any way rely on Luxxfolio to perform any due diligence with respect to the creditability or suitability of any Client.

2. Compensation.

2.1 For each Financial Product issued to or purchased by a Client, CHP will pay Luxxfolio 50% of any fee paid directly to CHP for such issuance or purchase (the “**Fee**”).

2.2 Based on CHP’s fiscal year, CHP will pay Luxxfolio the Fees owed on a quarterly basis. Each quarterly payment will be accompanied by a report that includes the number of Financial Products issued to and purchased by Clients during that quarter and the total Fees collected for the same quarter.

3. Independent Contractor. CHP is an independent contractor of Luxxfolio, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between CHP and Luxxfolio for any purpose. CHP has no authority (and shall not hold itself out as having authority) to bind Luxxfolio and CHP shall not make any agreements or representations on Luxxfolio's behalf without Luxxfolio's prior written consent.

4. Confidentiality. All non-public, confidential or proprietary information of Luxxfolio, including, but not limited to, specifications, documents, data, business operations, customer lists, or pricing, disclosed by Luxxfolio to CHP, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Luxxfolio in writing. Luxxfolio shall be entitled to injunctive relief for any violation of this section. This section shall not apply to information that is: (a) in the public domain; (b) known to CHP at the time of disclosure; or (c) rightfully obtained by CHP on a non-confidential basis from a third party.

## 5. Term and Termination.

5.1 The term of this Agreement commences on the date of this Agreement and continues for a period of two years, unless and until earlier terminated as provided under this Agreement (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement automatically renews for additional successive one-year terms unless and until either Party provides notice of non-renewal at least sixty days prior to the end of the then-current term, or unless and until earlier terminated as provided under this Agreement.

5.2 In addition to any remedies that may be provided in this Agreement, either Party may terminate this Agreement with immediate effect upon notice to the other party, if the other party: (i) fails to pay any amount when due under this Agreement and such failure continues for thirty days after the other party's receipt of notice of non-payment; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

5.3 CHP may terminate this Agreement without cause by delivering to Luxxfolio written notice that includes CHP's intended termination date (the "**Termination Date**"). Such notice must be delivered to Luxxfolio at least 90 days prior to the Termination Date.

5.4 Any fees payable to CHP for the provision of a Financial Product, shall survive the termination of this Agreement and as such CHP shall be entitled to collect such fees.

5.5 During the term of this Agreement and for 5 years after the termination of it, Luxxfolio will not hire, without the prior written consent of CHP, any Service Provider to provide any of the Services or Financial Products.

## 6. Miscellaneous.

**Unless otherwise provided for in this Agreement, this Agreement may only be amended, modified, waived or supplemented by an agreement in writing signed by each Party.**

6.1 Unless otherwise provided for in this Agreement, a Party shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other Party.

6.2 This Agreement will enure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

6.3 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.

6.4 This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

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

The Parties have executed this Agreement to be effective as of the date first written above.

Luxxfollo Network Inc.

Cypress Hills Partners Inc.

By "Dean Linden"

By "Kelly Klatik"

Name: Dean Linden  
Title: Director

Name: Kelly Klatik  
Title: Director