

DEVELOPMENT SERVICES AGREEMENT

This Software Development Agreement (the "**Agreement**"), dated as of **November 7th, 2023** (the "**Effective Date**"), is by and between Research Laundry LLC, a Wyoming corporation with offices located at 30 N Gould St Ste R, Sheridan, WY 82801 USA ("**Developer**"), and Impact Analytics Inc., an Alberta corporation with offices located at 1626 Westmount Road NW Calgary, AB T2N 3M1 ("**Customer**"). Developer and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Developer is engaged in the business of providing software development and related services and work product; and

WHEREAS, Customer desires to retain Developer to provide the software development and related services and work product described herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

1.1 "**Customer Materials**" means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content, and technology, in any form or media, directly or indirectly provided or made available to Developer by or on behalf of Customer in connection with this Agreement, whether or not the same: (a) are owned by Customer, a third party, or in the public domain; or (b) qualify for or are protected by any Intellectual Property Rights.

1.2 "**Deliverables**" means all Software, together with the Documentation therefor, that Developer is required to deliver to Customer under this Agreement as set forth in the Development Plan, and all other documents, work product, and other materials that Developer is required to provide to Customer or its designee under this Agreement and otherwise in connection with any Services.

1.3 "**Development Plan**" means the Development Plan attached as **Exhibit A**.

1.4 "**Documentation**" means any and all manuals, instructions, specifications, and other documents and materials in any medium that describe the functionality, components, features, or requirements of the Software, including the installation, configuration, integration, operation, use, support, or maintenance thereof.

1.5 "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.6 "**Milestone**" means an event or task described in the Development Plan for which there is a corresponding date by which it must be completed in the Milestone Schedule.

1.7 "**Milestone Schedule**" means the schedule set forth in the Development Plan setting out the dates by which the Parties are required to achieve the Milestones.

1.8 **"Software"** means the computer program(s), applications and/or websites, including programming tools, scripts, and routines, Developer develops or otherwise provides under this Agreement, including all updates, upgrades, new versions, new releases, enhancements, improvements, and other modifications made or provided pursuant to the maintenance and support services set out in **Exhibit B**.

1.9 **"Source Code"** means the human readable source code of the Software to which it relates, in the programming language in which such Software was written, together with all related flow charts, code, and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain, and develop modifications, upgrades, updates, adaptations, enhancements, new versions, and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

1.10 **"Specifications"** means the specifications for the Software set forth in the Development Plan, together with any other specifications set forth in the Developer's proposal, if any, for such Software.

1.11 **"Subcontractor"** has the meaning set out in Section 2.2.

1.12 **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components of or relating to the Software that are not proprietary to Developer, specifically excluding any open-source software.

1.13 **"Work Product"** means all Software, Documentation, Specifications, and other documents, work product, and materials related thereto, that Developer provides to Customer or its designee hereunder, together with all ideas, concepts, processes, and methodologies developed in connection therewith, whether or not embodied therein.

2. Performance of Services.

2.1 General Service Obligations and Software Development. Customer hereby engages Developer, and Developer hereby accepts such engagement, to develop Software and provide services related thereto as further described in the Development Plan and herein (collectively, the **"Services"**) on the terms and conditions set forth in this Agreement. Developer will perform the Services set forth therein in the Development Plan in accordance with this Agreement. Developer shall provide all Software to Customer in both object code and Source Code form.

2.2 Changes and Subcontractors. Customer may, at any time during the Term, request, in writing, changes to the Services. The Parties shall evaluate and, if agreed, implement all such changes in accordance with the change request procedure set forth in the Development Plan. No changes will be effective unless and until memorialized in a written change order signed by both Parties. Developer shall not, without the prior written approval of Customer, which consent shall not be unreasonably withheld, engage any third party to perform the Services (including to create any Work Product) hereunder. Customer's approval of any such third party (each approved third party, a **"Subcontractor"**) shall not relieve Developer of its representations, warranties, or obligations under the Agreement.

2.3 Third-Party Materials. Developer shall not include in any Software, and operation of all Software in accordance with its Specifications and Documentation shall not require: (a) any Third-Party Materials, other than Third-Party Materials that Customer has specifically approved to be included in or for use in connection with any Software developed or provided hereunder and which are specifically identified in Exhibit A ("**Approved Third-Party Materials**"), and (b) any open-source software.

3. Customer Obligations. If Customer fails to perform any of its obligations set forth in Exhibit A on a timely basis, all subsequent due dates for Milestones may be extended by Developer, by written notice to Customer, up to the length of Customer's delay. Notwithstanding the foregoing, Developer shall use its commercially reasonable efforts to meet due dates for Milestones without any extension. Customer's failure to perform its obligations on a timely basis will not be deemed a breach of this Agreement, and the foregoing constitutes Developer's sole remedy, and Customer's sole liability, for any such failure or delay.

4. Delivery; Testing and Acceptance.

4.1 Delivery. Developer shall deliver or otherwise make available to Customer each Deliverable on or prior to the due date set forth in the Milestone Schedule in accordance with the delivery criteria set out in the Development Plan. The Parties agree that title to such Deliverables transfers upon delivery, and delivery will occur upon actual receipt by Customer. Developer will bear the risk of loss of all tangible Deliverables until Customer's actual receipt.

4.2 Testing and Acceptance. Customer will review and test each Software Deliverable within thirty (30) days ("**Testing Period**") after it is delivered and, to verify that the Software Deliverable conforms to the Specifications and performs in accordance with the Documentation ("**Acceptance Tests**"). If Customer notifies Developer that Customer has identified a failure of the Deliverable to conform to the Specifications and perform in accordance with the Documentation (each, a "**Non-Conformity**"), Developer, at Developer's sole cost and expense, shall remedy all such Non-Conformities and redeliver the Software Deliverable(s), as promptly as commercially possible and, in any case, within fifteen (15) days following, as applicable, its receipt of Customer's notice identifying any Non-Conformities. If Acceptance Tests identify any Non-Conformity in any Software Deliverable after a second or subsequent delivery thereof, or Developer fails to redeliver the Software Deliverable on a timely basis, Customer may, in its sole discretion, by written notice to Developer: (a) continue the process set forth in this Section 4.2; (b) accept the Software Deliverable as a non-conforming deliverable, in which case the Fees will be reduced equitably to reflect the value of the Deliverable as received relative to the value of the Deliverable without the Non-Conformity; or (c) deem the failure to be a non-curable material breach of this Agreement and terminate this Agreement in accordance with Section 10.2(b).

5. Maintenance and Support Services. Developer shall provide Customer with maintenance and support services as, and on the terms and conditions, set forth in Exhibit B.

6. Fees and Payment.

6.1 Fees. Customer shall pay Developer fees ("**Fees**") as set forth in Exhibit C. Developer shall invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in Exhibit C. Customer shall pay all undisputed invoices within thirty (30) days after Customer's receipt of a proper invoice. Customer shall make all payments hereunder in United States dollars. The Parties reserve the right to negotiate, in good faith,

an adjustment to the Fees if there is a material departure from the Development Plan as outlined in Exhibit A; with any such adjustment in Fees becoming effective upon approval by the board of directors of Customer.

6.2 Payment Disputes. Customer may withhold from payment any and all payments of Fees that Customer disputes in good faith, pending resolution of such dispute, provided that Customer: (a) timely renders all payments and amounts that are not in dispute; (b) notifies Developer of the dispute prior to the due date for payment, specifying in such notice the amount in dispute and the reason for the dispute; (c) works with Developer in good faith to promptly resolve the dispute; and (d) promptly pays any amount determined to be payable by resolution of the dispute. Developer shall not fail to perform any obligation hereunder by reason of Customer's good faith withholding of any Fees in accordance with this Section 6.2.

6.3 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all applicable sales taxes, including harmonized sales tax (HST), goods and services tax (GST) and provincial sales tax (PST), use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, or municipal governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Developer's income. The Customer shall not be required to pay any sales tax pursuant to relevant laws of the United States.

7. Intellectual Property Rights.

7.1 Customer Ownership of Work Product. Subject to Section 7.5 and Section 7.6, Customer is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product, including all Intellectual Property Rights therein. In furtherance of the foregoing, Developer shall, and hereby does: (i) assign, transfer, and otherwise convey to Customer, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all Intellectual Property Rights therein; and (ii) irrevocably and unconditionally waive, and agree not to assert, any and all claims Developer may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral*, including moral rights under the *Copyright Act*, R.S.C., 1985, c. C-42, as amended, and including, without limitation, attribution of authorship, the right to restrain any distortion, destruction, or modification with respect to the Work Product and the Intellectual Property Rights therein.

7.2 Further Actions. Developer shall, and shall cause its personnel to, take all appropriate action and execute and deliver all documents necessary or reasonably requested by Customer to effectuate any of the provisions or purposes of Section 7.1 or otherwise, as may be necessary or useful for Customer to prosecute, register, perfect, record, or enforce its rights in or to any Work Product or any Intellectual Property Right therein. Developer hereby appoints Customer as Developer's attorney with full irrevocable power and authority to take any such actions and execute any such documents if Developer refuses, or within a period deemed reasonable by Customer otherwise fails, to do so.

7.3 Approved Third-Party Materials. Ownership of all Approved Third-Party Materials, and all Intellectual Property Rights therein, is and will remain with the respective owners thereof, subject to any express licences or sublicences granted to Customer pursuant to or in accordance with this Agreement.

7.4 Customer Materials. Customer and its licensors are and will remain the sole and exclusive owners of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Developer shall have no right or licence to, and shall not, use any Customer Materials except as set forth in this Agreement. All other rights in and to the Customer Materials are expressly reserved by Customer.

7.5 Invention Application. For any patent submissions relating to the Work Product, Source Code or any other patentable information or processes in which the Parties wish to patent pursuant to the terms of this Agreement (collectively, the "**Patent**"), the Parties hereto agree that the Patent shall be filed in the name of Customer, with Customer and Developer shall each being entitled to list two (2) co-inventors on such Patent, for a total of four (4) co-inventors.



This clause contains confidential, commercially sensitive information with respect to Work Product assignment.

8. Licences.

8.1 Customer Materials Licence. Customer hereby grants to Developer the limited, royalty-free, non-exclusive right and licence to Customer Materials solely as necessary to incorporate such Customer Materials into, or otherwise use such Customer Materials in connection with creating, the Work Product. The term of such licence shall commence upon Customer's delivery of the Customer Materials to Developer and shall terminate upon Customer's acceptance or rejection of the Work Product to which the Customer Materials relate. Subject to the foregoing licence, Customer reserves all rights in the Customer Materials. Customer Materials shall be deemed Customer's Confidential Information.

8.2 Approved Third-Party Materials. Developer hereby grants, or prior to the delivery date for any Deliverables shall procure for Customer the grant of, such licensed rights in the Approved Third-Party Materials set forth in the Development Plan. Except as provided otherwise in Exhibit A, Developer shall secure, at its sole cost and expense, all necessary rights, licences, consents, approvals, and authorizations necessary for Customer to use, perpetually and throughout the universe, all Approved Third-Party Materials as incorporated in or otherwise used in conjunction with Software as specified in this Agreement.

9. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the

foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Term and Termination.

10.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until one (1) year from such date ("**Term**").

10.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

- (a) Customer may terminate this Agreement for convenience, for any reason or no reason, upon sixty (60) days prior written notice to Developer.
- (b) Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- (c) Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; (iv) is dissolved or liquidated or takes any corporate action for such purpose; or (v) applies for or has appointed a receiver, trustee, custodian, liquidator, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.3 Effect of Expiration or Termination. Upon any expiration or termination of this Agreement: (a) the licences granted hereunder will also terminate except to the extent that any licence has an express term that continues for a longer period or is perpetual; (b) Developer shall cease using and delete, destroy, or return all copies of the Customer Materials; and (c) each party shall cease using and delete, destroy, or return all copies of the

other party's Confidential Information and certify in writing to such party that the Confidential Information has been deleted or destroyed.

10.4 Survival. The rights and obligations of the Parties provisions set forth in this Section 10.4 and Section 1 (Definitions), Section 7 (Intellectual Property Rights), Section 9 (Confidential Information), Section 12 (Indemnification), Section 13 (Limitation of Liability), and Section 14 (Miscellaneous), and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

11. Representations and Warranties.

11.1 Developer Warranties. Developer represents and warrants that (a) the Services will be performed in a professional and workmanlike manner in accordance with best recognized industry standards and practices for similar services, using personnel with the requisite skill, experience, and qualifications; (b) it is in compliance with, and will perform all Services in compliance with, all applicable laws; (c) for ten (ten) days following acceptance of the Software in accordance with Section 4.2, all Software will, function in conformity with this Agreement and the Specifications; (d) Customer will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind; (e) no Deliverables contain any virus or other malicious code; (f) all Work Product, excluding Customer Materials and Third-Party Materials, is or will be the original creation of Developer; and (g) as delivered, installed, specified, or approved by Developer and used by Customer or any third party authorized by Customer, the Work Product (excluding Customer Materials): (i) will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or other rights of any third party; and (ii) will comply with all applicable laws.

11.2 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.1, ALL SOFTWARE, SERVICES, AND WORK PRODUCT ARE PROVIDED "AS IS" AND DEVELOPER HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEVELOPER SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.1, DEVELOPER MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR WORK PRODUCT, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

12. Indemnification. Developer shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, and costs (including reasonable legal fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that Customer's use of the Software (excluding Customer Materials) in compliance with this Agreement infringes or misappropriates such third party's Intellectual Property Rights, provided that Customer promptly notifies Developer in writing of the claim, cooperates with Developer, at Developer's expense, and allows Developer sole authority to control the defence and settlement of such claim. If such a claim is made or appears possible,

Customer agrees to permit Developer, at Developer's sole expense, to (a) modify or replace the Software, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue use. If neither of these alternatives are commercially reasonable, Developer may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, provided further that Developer shall refund or credit to Customer all amounts Customer paid in respect of the Software except any amounts clearly allocable to Software that the Customer can reasonably use as intended under this Agreement.

13. LIMITATIONS OF LIABILITY. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION 13, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION 13, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED ONE (1) TIMES THE TOTAL AMOUNTS PAID TO DEVELOPER UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR [REDACTED], WHICHEVER IS GREATER. The exclusions and limitations in this Section 13 do not apply to claims pursuant to Section 9 and Section 12.

14. Miscellaneous.

14.1 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

14.2 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 the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). Notices sent in accordance with this Section will be conclusively deemed validly and effectively given: (a) on the date of receipt, if delivered by personal delivery, or by a nationally recognized same day or overnight courier (with all fees prepaid); (b) 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), if delivered by email; (c) when sent, if sent by facsimile (with confirmation of transmission) on the date of transmission

if a Business Day or if not a Business Day or after 5:00 p.m. on the date of transmission, on the next following Business Day; or (d) on the second day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

14.3 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by or results from acts or circumstances beyond the impacted party's ("**Impacted Party**") reasonable control including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, tsunami, fire, earthquake, explosion; (c) epidemics, pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest; (e) government order, law, or actions; (f) embargoes or blockades in effect on or after the date of this Agreement; (g) national or regional emergency; (h) strikes, lockouts, labour stoppages or slowdowns, labour disputes, or other industrial disturbances; (i) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (j) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) consecutive days following written notice given by it under this Section 14.3, either party may thereafter terminate this Agreement upon thirty (30) days' written notice.

14.4 Amendments and Modifications. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

14.5 Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (a) 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, and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.6 Severability. If any 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.

14.7 Governing Law. This Agreement and all related documents, including all exhibits attached hereto, 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 Alberta and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Alberta or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Alberta.

14.8 Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, shall be instituted in the courts of the Province of Alberta, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, litigation, or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

14.9 Assignment. Developer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Customer. No assignment, transfer or delegation will relieve Developer of any of its obligations hereunder. Any purported assignment, transfer or delegation in violation of this Section will be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

14.10 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 9 would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

14.11 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 hereto have executed this Agreement as of the Effective Date.

RESEARCH LAUNDRY LLC

By: /s/ *"Michael Shader"*

Name: Michael Shader

Title: Manager

IMPACT ANALYTICS INC.

By: /s/ *"Eric Entz"*

Name: Eric Entz

Title: CEO

EXHIBIT A DEVELOPMENT PLAN

Research Laundry will develop a comprehensive novel risk management platform with at least one application of AI. Development will include:

- Research;
- Wireframes;
- Branding;
- Domain purchasing;
- Website content;
- 2 Provisional Patent ideas;
- iPhone and Android Applications;
- PC/Mac accessible web-apps;
- MVP of products (MVP must demonstrate technology and be useful in sales / investment raising process);
- Alpha (closed live use);
- Beta (open live use);
- Advice on market trends and application direction;
- Supporting documentation and staff training as required; and
- Feature options to be discussed and chosen with management.

And such other modules, as agreed to between the parties in writing, from time to time.

EXHIBIT B MAINTENANCE AND SUPPORT SERVICES

Server maintenance – keeping applications online, pursuant to relevant industry standards.

Trouble shooting – Developer will promptly attempt to fix ‘bugs’ and errors as found in software by users, advisors and internal parties.

Customer service – Developer will provide a reasonable amount of guidance to select clientele to deploy and sell software.

Tech updates – Developer will endeavor to keep all software and plugins up to date for security purposes.

Security updates - Developer will apply and maintain security systems to keep user data safe and software free of any known bugs or backdoor entry points or other nefarious activities.

EXHIBIT C FEES

The Fees shall be as follows:

- (1) A cash fee equal to an aggregate of US\$250,000, to be paid pursuant to the following schedule:
 - a. US\$19,000, per month for the first six months from the Effective Date; and
 - b. US\$22,666, per month for the remainder of the of the Term.
- (2) An aggregate of 1,000,000 common shares in the capital of Customer, or restricted share units ("**Equity Securities**"), issued pursuant to the following schedule:
 - a. 250,000 Equity Securities upon the filing of the provisional patent relating to the Work Product;
 - b. 250,000 Equity Securities upon the completion of the minimum viable product ("**MVP**") relating to the Work Product, with such MVP meeting the minimum standards outlined in Exhibit A;
 - c. 250,000 Equity Securities upon Customer raising \$1,000,000 in equity securities, debt or other instrument, following the completion of the MVP; and
 - d. 250,000 Equity Securities upon the completion of the beta launch of the Work Product, with such Work Product meeting the minimum standards outlined in Exhibit A.