

## COORDINATED, STRATEGIC AND CONTINUOUS COLLABORATION AGREEMENT

This Agreement is made effective the 8<sup>th</sup> day of June, 2021.

**Between:**

**UNICHECK S.R.L.** with registered office in Rome (RM) Italy, via Lima, 31, pec address [Email redacted] rea number RM-1390736, tax code 12645971008, VAT number 12645971008, legal form Limited Liability Company, date of incorporation 25 / 11/2013, registration date 23/12/2013, ATECO Code 63.11.2. NACE code 63.11.

**(“Unicheck”)**

**And:**

**UNICHECK HOLDINGS CORP.**, a coproration incoproated under the law of the Province of British Columbia under Incorproation No. BC1298868, with a registred office at 1200-750 West Pender Street, Vancouver, BC V6C 2T8 Canada

**(“UHC”)**

**WHEREAS:**

- A. Unicheck has developed certain technologies and intellectual property rights in relation to Unicheck Technologies worldwide;
- B. UHC wishes to collaborate with Unicheck to obtain exclusive access and rights to the Unicheck Technologies for North America;
- C. The Parties wish to facilitate a working relationship between the Parties for the purposes of evaluating their respective technologies and exploring the potential for broader collaboration for development and commercialization of the Unicheck Technologies;
- D. UHC wishes to collaborate and obtain from Unicheck and Unicheck agreed to grant an exclusive license to UHC to commercially exploit the Unicheck Technologies on the terms set out in this Agreement; and
- E. The Parties have entered into this Agreement in order to set out and formalize each Parties’ obligations as set out in this Agreement, and to assure the confidentiality of the Confidential Information in accordance with the terms of this Agreement.

NOW THEREFORE in consideration of entering into this Agreement, the mutual covenants, conditions and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

**1. INTERPRETATION AND DEFINITIONS.**

**1.1 Interpretation.**

- (a) All headings used in this Agreement are inserted for convenience only and are not to affect the meaning or interpretation of this Agreement or of any Article thereof.
- (b) In this Agreement, words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa.
- (c) If there is a conflict within the documents comprising the Agreement, the order of priority of the documents, from highest prevailing to lowest shall be: (i) the document comprising the main Agreement; and (ii) Schedules.

## 1.2 Approvals.

- (a) In this Agreement, a reference to “approval”, “authorized”, “consent” or “notice”, or “request”, shall mean the “approval”, “authorized”, “consent”, “notice”, or “request”, as the case may be, by an authorized individual of the Party in or by an instrument in writing.

## 1.3 Currency.

- (a) Except where otherwise expressly provided, all payments contemplated herein will be paid in the lawful money of the Canada, and all references herein to dollar amounts are references to dollars in the lawful currency of Canada.

## 1.4 Definitions.

For the purposes of this Agreement, the following terms will have the respective meanings as set forth below:

- (a) “Affiliate” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such Person; and for purposes of the foregoing, “control” means (i) the ownership of more than 50% of the voting securities or other voting interests of another Person, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting shares, by contract or otherwise.
- (b) “Agreement” means this Agreement, and includes authorized amendments and schedules.
- (c) “Confidential Information” means all information, including data, whether oral or written, in whatever form or medium, including financial, commercial, scientific or technical information disclosed by one Party to the other Party including (without limitation): (i) proprietary products or services, related technology, ideas and algorithms; (ii) trade secrets; (iii) either Party’s technical, business or financial information and plans; (iv) the terms of this Agreement; (v) any item marked as confidential by the disclosing Party; (vi) computer programmes, source codes, logic diagrams, program comments, installation scripts, test suites, validated results, and

related documentation and procedures relating to the Graphene Technology and Contract Products; and (vii) Intellectual Property Rights. Confidential Information will not include information that the receiving Party can show (a) is or becomes generally known or publicly available through no fault of the receiving Party; (b) is known by or in the possession of the receiving Party prior to its disclosure, as evidenced by business records, and is not subject to restriction; or (c) is lawfully obtained from a third party.

- (d) “Dispute” has the meaning in Article 10.1.
- (e) “Effective Date” means the date first stated above.
- (f) “First Party” has the meaning in Article 9.2(a).
- (g) “Foreign Person” has the meaning in Article 11.7.
- (h) “Governing Law” has the meaning described in Article 11.8.
- (i) “Governmental Entity” means any applicable multinational, international treaty or convention, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, whether domestic or foreign.
- (j) “Guarantor” has the meaning in Article 7.1.
- (k) “Indemnified Parties” and “Indemnified Party” have the meaning in Article 9.2(a).
- (l) “Initial Term” has the meaning in Article 5.1.
- (m) “Intellectual Property Rights” means rights existing from time to time in any applicable jurisdiction, including common law, beneficial and equitable, and registered rights, to Confidential Information, Trade Secrets, discoveries, patents, inventions, copyright, moral and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights to data and compilations of data, test and measurements records, planning and process sheets, drawings, improvements, and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world, including any pending applications, rights to file applications and rights to priority for any of the aforementioned, in relation to the Unicheck Technologies.
- (n) “Improvements” means any and all adaptations, advances, alterations, changes, derivatives, improvements, modifications, revisions, in or to the Intellectual Property Rights.
- (o) “Laws” means any and all applicable laws, codes, decree, license, order, ordinance, rule, requirements, regulation, permission, permit, sanction, and all judicial, arbitral,

administrative, ministerial, departmental or regulatory judgments, orders, directives, decisions, rulings or awards or other requirements of any other Governmental Entity, including financial or trade sanction, now or in the future in effect.

- (p) “Non-performing Party” has the meaning in Article 5.3.
- (q) “Parties” means the parties to this Agreement.
- (r) “Performing Party” has the meaning in Article 5.3.
- (s) “Person” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, or entity however designated or constituted.
- (t) “Receiving Party” has the meaning in Article 6.1(a).
- (u) “Renewal Term” has the meaning in Article 5.2.
- (v) “Trade Secrets” shall mean written information, including formulae, patterns, compilations, programs, devices, methods, know-how including, but not limited to Confidential Information, Contract Know-how, techniques, process or business information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, in relation to the Unicheck Technologies.
- (w) “Telemedicine Services” means the practice of medicine using technology to deliver clinical care services remotely or at a distance.
- (x) “Telehealth Services” means the practice of remote or distant non-clinical health care services using technology.
- (y) “Telehealth Systems” means products and licensed software for Telemedicine Services and Telehealth Services.
- (z) “Term” means the Initial Term and all Renewal Terms.
- (aa) “Territory” means North America and South America.
- (bb) “Unicheck Know-how” means all information, including data, whether oral or written, in whatever form or medium, of a commercial, scientific or technical nature, that is accessible to or in its care, control or possession, or that of its subsidiaries and/or Affiliates relating to: (i) Unicheck Technologies; (ii) Intellectual Property Rights; (iii) information relating to the design, development, production and regulatory compliance of Unicheck Technologies.

- (cc) “Unicheck’s Marks” means a word, or any combination of letters, words, sounds or designs that are used in association with Unicheck Technologies and that distinguishes Unicheck’s goods or services from those of others in the marketplace.
- (dd) “Unicheck Technologies” means the proprietry rights and Intellectual Property Rights of Unicheck with respect to:
  - (i) the identification, management, tracking, traceability and geo-localization of assets;
  - (ii) the identification models and security authentication of consumer goods placed in the market;
  - (iii) solutions to problems connected with authentication, counterfeiting, smuggling, product disposal and destruction, and product recycling in a continuous relationship between producers and consumers;
  - (iv) software and structured computer databases and archives for entering, searching, updating, monitoring and deleting data, with the aid, but not exclusively, of computer systems; the management of data warehouses and tools to locate data, to extract, transform and load data, data mining;
  - (v) retrieval, processing, management, storing, reporting and outsourcing of information technology software, processes, electronic data archiving, with particular reference to traceability systems, security systems, prevention of counterfeiting, smuggling and adulteration;
  - (vi) software and systems for certification of electronic document management;
  - (vii) business to consumer communication systems using digital communication means and electronic devices;
  - (viii) confidential and proprietary information for the economic and commercial exploitation of intellectual property rights of third parties;
  - (ix) confidential and proprietary information for network connectivity systems, the production and trade of labeling, overprinting, numbering marking machines, printing and processing of paper supports and films of all kinds and adhesive materials, for labeling and identification of goods;
  - (x) remote health care managment and treatment software and services, including: (a) the collection, storage, certification and disposal of (pharmaceutical and other hazardous) waste from commercial activities with related industrial compensation systems; (b) management of optimal macro logistics system for consumable medical products in hospitals; (c) production, distribution and management of coded supports for certified identification of goods on the market, anti-counterfeiting, anti-smuggling and anti-theft; and
  - (xi) Telehealth Systems, Telemedicine Services and Telehealth Services.

## **2. LICENSE RIGHTS.**

- 2.1 License to Intellectual Property Rights. Unicheck hereby grants to UHC an exclusive license to use and commercially exploit the Intellectual Property Rights in the Territory, including without limitation, the rights to make, have made, manufacture, produce, market, sell goods and services, distribute, import and export, and otherwise use the Intellectual Property Rights and Unicheck Technologies.
- 2.2 License to Unicheck Know-how. Unicheck shall make available and provide to UHC, upon request, the Unicheck Know-how, and copies of all documented Intellectual Property Rights during the Term.
- 2.3 License to Marks. Unicheck hereby grants to UHC an exclusive license to use and commercially exploit the Unicheck Marks in association with the Unicheck Technologies in the Territory. As a condition of the trademarks license, UHC shall comply with all reasonable instructions issued by Unicheck relating to the form and manner in which Unicheck Marks shall be used and to discontinue immediately, upon notice from Unicheck, any practice relating to the use of the Unicheck Marks, which would or might adversely affect the Intellectual Property Rights of Unicheck.
- 2.4 Sub-Licenses. UHC shall have the right to grant sublicenses of the rights, privileges and licenses granted hereunder in the Territory.
- 2.5 Improvement by UHC. Unicheck hereby grants UHC the non-exclusive and transferable right, license, and privilege to improve upon the Intellectual Property Rights and to create, develop, use and exploit new intellectual property rights derived from the Unicheck Technologies and the Intellectual Property Rights.
- 2.6 Improvements by Unicheck. Unicheck shall disclose in writing to UHC any and all Improvements within thirty (30) days of conceiving or reducing to practice the Improvements. Any and all such Improvements shall be deemed to be included within the Intellectual Property Rights and shall be licensed to UHC on the same terms as specified for the existing license to UHC.
- 2.7 Existing Intellectual Property Rights. The Parties shall each retain all rights, title, and interest in or to their respective technology and Intellectual Property Rights and Background IP that may be utilized by the other Party. Any and all rights not specifically granted under this Agreement are reserved to the owner(s). No implied licenses to Intellectual Property Rights shall be construed under this Agreement.

## **3. PURCHASE OF INTELLECTUAL PROPERTY RIGHTS IN THE TERRITORY.**

- 3.1 Unicheck will assign, sell, or otherwise encumber in any manner, in part or whole, the Intellectual Property Rights or Unicheck Technologies always on condition that UHC's interests are not harmed.

3.2 If, with the UHC's prior written consent, Unicheck intends to assign, sell, or otherwise encumber in any manner, in part or whole, rights to either the Intellectual Property Rights or Unicheck Technologies in the Territory, Unicheck will first grant UHC the option to purchase those rights in the Territory for a value no less preferable than that offered to the intended purchaser.

#### 4. COLLABORATION AND CONSIDERATION.

4.1 The Parties will collaborate on the development, improvement, marketing and selling of new products and services related to the Unicheck Technologies in their respective territories.

4.2 Where a Party requests or refers a work activity, or products or equipment, to be performed or provided by or from the other Party, and if the other Party agrees to perform such work, then the performing Party shall charge a fee equivalent to the actual costs incurred by that Party for performing the work and a mark-up not exceeding 10% of the actual costs incurred by the performing Party, unless otherwise agreed to in writing.

4.3 The performing Party shall provide an invoice for the services performed. The requesting Party shall render payment for the requested work within one month after receiving the invoice.

4.4 With respect to any product or equipment ( the "Goods") provided by Unicheck to UHC, Unicheck undertakes that:

- (a) UHC has the right to sell, lease or otherwise transfer title to the Goods to any person;
- (b) the UHC and any subsequent buyers shall enjoy quiet possession of the Goods;
- (c) the Goods are free from any charge or encumbrance in favour of any third party, not declared or known to UHC before or at the time when the order is made for any such Goods;
- (d) the Goods are fit for the purposes stated or described by Unicheck;
- (e) the Goods are free from any defects in workmanship, material and design;
- (f) the Goods will conform to the applicable product or equipment description or specification, and be of merchantable quality and durable for a reasonable period of time;
- (g) the manufacture, sale and distribution of the Goods is lawful and compliant with applicable Laws;
- (h) the Goods shall be free and clear of all liens, security interests or other encumbrances;
- (i) the Goods will not not infringe or misappropriate any third party's patent or other intellectual property rights; and
- (j) have a transferable warranty from the manufacturer to the customers of UHC.

## 5. TERM AND TERMINATION.

- 5.1 Term. Subject to the other provisions in this Article, the term of this Agreement shall commence on the Effective Date and shall continue for a term of five (5) years from the Effective Date (the “**Initial Term**”).
- 5.2 Renewal. The Agreement shall be renewed automatically for successive periods of five (5) years (“**Renewal Terms**”). The Term includes the Initial Term and the Renewal Terms.
- 5.3 Termination for Material Event. In the event any Party (the “**Non-performing Party**”) shall (i) file a petition or otherwise commence or authorize the commencement of a proceeding or case under any bankruptcy, reorganization, or similar law for the protection of creditors or have any such petition filed or proceeding commenced against it, (ii) otherwise become bankrupt or insolvent, or (iii) be unable to pay its debts as they become due, (iv) a material breach by a Party of any of the provisions contained herein (to the extent such breach has not been cured within seven (7) business days following written notice of default, or if not capable of being cured within such time, within such period of time as is reasonable in the circumstances having due regard to the nature of the default and provided the non-performing Party is diligently pursuing a cure for the default), then the other Party (the “**Performing Party**”) shall have the right immediately and thereafter as long as such condition continues to terminate this Agreement. The performing Party’s rights under this provision shall be in addition to, and not in limitation or exclusion of, any other rights which the performing Party may have (whether by agreement, operation of law or otherwise), including any right and remedies under common law.
- 5.4 Termination for Convenience. Subject to Article 5.3, neither Party may terminate this Agreement during the Initial Term. UHC may terminate the Agreement after Initial Term by providing six (6) months’ written notice to Unicheck.
- 5.5 Those provisions of the Agreement which, by their nature are deemed to have been intended by the Parties acting reasonably to survive expiry or termination of the Agreement and all other provisions of the Agreement necessary to give effect thereto, shall survive the expiry or termination of all or any part of the Agreement.

## 6. CONFIDENTIAL INFORMATION.

- 6.1 Nondisclosure Obligation.
- (a) Any Party receiving any Confidential Information from the other Party (the “**Receiving Party**”) will not disclose or otherwise make available to any third party the Confidential Information, except as otherwise expressly permitted under this Agreement.
- (b) The Receiving Party will use the Confidential Information solely for the purpose of the Agreement, and for no other purpose. The Receiving Party will be responsible for any unauthorized use, reproduction, or disclosure of Confidential Information by its Representatives.



- (c) The Receiving Party will exercise the same degree of care to safeguard the Confidential Information as it uses to safeguard its own confidential, proprietary and privileged information, and in no event less than a reasonable degree of care.

6.2 Disclosures Required by Law. The Receiving Party will promptly notify the Party providing the Confidential Information of any demand to disclose Confidential Information made under authority of law, including but not limited to an order of a court of competent jurisdiction or administrative body, a subpoena, or a valid public records request. To the extent legally permissible and as soon as practicable, the Receiving Party will notify the disclosing Party of the demand and will disclose only such Confidential Information as the demand requires. In no event will the Receiving Party be in breach of this Agreement for its good faith compliance with applicable law.

6.3 Return of Confidential Information. Upon the written request of a Party the other Party will promptly destroy or return to other Party all documents and other tangible materials representing any Confidential Information of the other Party, and will destroy all notes, abstracts and other documents that contain Confidential Information, and will provide to the requesting Party written confirmation that it has done so.

## **7. REPRESENTATIONS AND WARRANTIES.**

7.1 Lawful Corporate Status. Each Party hereby represents and warrants to the other Party that it is a body corporate having perpetual succession and, validly existing and in good standing under the laws of its jurisdiction, and each Party has all requisite power and authority to execute and deliver, and perform its obligations under, this Agreement.

7.2 Lawful Authority. Each Party hereby represents and warrants to the other Party that the execution, delivery and performance by each Party of this Agreement has been duly authorized by all necessary corporate action.

7.3 Agreement and Performance Authorized. Each Party hereby represents and warrants to the other Party that the execution, delivery and performance by each Party of this Agreement does not and will not require any consent or approval of any governmental authority or other person or body, other than that which has been obtained, or can likely reasonably be obtained.

7.4 Solvency. Each Party hereby represents and warrants to the other Party that it is not an insolvent person within the meaning of applicable bankruptcy, reorganization, insolvency or fraudulent conveyance law and will not become an insolvent person as a result of the transactions contemplated by this Agreement or any of the other agreements or instruments to be executed by the Parties as contemplated by this Agreement.

7.5 Lawful and Enforceable Agreement. Each Party hereby represents and warrants to the other Party that: (a) this Agreement is a legal, valid and binding obligation of each party against the other Party in accordance with its terms; (b) there are no pending, or to the knowledge of each Party, threatened legal actions or proceedings involving that Party before any governmental authority or arbitrator that could reasonably be expected to

affect materially and adversely; (c) the financial condition or operations of that Party; or (d) the ability of that Party to perform its obligations under this Agreement, or which purports to affect the legality, validity or enforceability of this Agreement.

**8. REPRESENTATIONS AND WARRANTIES OF UNICHEK.**

- 8.1 Unicheck represents and warrants that it has valid and existing Intellectual Property Rights and lawful rights to the Unicheck Technologies.
- 8.2 Unicheck is not aware of any prior art that would result in the invalidity of any claim of any patents comprised within the Intellectual Property Rights.
- 8.3 To the best of Unicheck's knowledge, the Intellectual Property Rights have not been infringed by a third party and that if they have, that any such infringement has been reasonably prosecuted and settled.
- 8.4 The Intellectual Property Rights have been diligently protected or are in the process of being diligently protected by means of filing applications to register the Intellectual Property Rights where possible.
- 8.5 Any and all applications filed for registration of Intellectual Property Rights and any and all registrations of Intellectual Property Rights obtained are in good standing, have been diligently maintained, and have not been abandoned, rejected, disclaimed, reissued, reexamined, dedicated, cancelled, expunged, impeached or lapsed.
- 8.6 Any moral rights held by any individual have been waived in favour of the Licensee and that any rights of any individual in the Intellectual Property Rights have been assigned to Unicheck.
- 8.7 Unicheck has not given any other license (or any other rights) to use and exploit the Intellectual Property Rights or Unicheck Technologies to any other entity in the Territory.
- 8.8 The execution of this Agreement is not inconsistent with, restricted by or in breach or violation of any other contract, instrument or obligation of Unicheck.
- 8.9 Unicheck is not an insolvent person within the meaning of applicable bankruptcy, reorganization, insolvency or fraudulent conveyance law and will not become an insolvent person as a result of the transactions contemplated by this Agreement or any of the other agreements or instruments to be executed by the Licensor as contemplated by this Agreement.
- 8.10 No governmental prohibition or restriction exists on the use of the Intellectual Property Rights, including without limitation, any restrictions on exports or imports.
- 8.11 No consent or authorization of any third party, person or entity is required by Unicheck in order that the transactions herein contained be duly and lawfully consummated.

## 9. INDEMNIFICATION.

### 9.1 Intellectual Property Rights Indemnity.

- (a) If all or any part of any Unicheck Technologies is held, or UHC determines that it could be held, to infringe, violate or misappropriate any third-party proprietary rights, Unicheck, at no cost to UHC will: (i) procure for UHC the right to continue using the Unicheck Technologies in accordance with the rights under this Agreement.
- (b) Unicheck's obligations under Article 9 will not apply to the extent the Unicheck Technologies infringes, violates or misappropriates any third-party proprietary right solely as a result of: (i) modifications made by UHC other than as authorized by Unicheck; or (ii) use of the Unicheck Technologies in association or in combination with other product or service, provided that any such violation, misappropriation or infringement by the Unicheck Technologies would not have occurred absent such association or combination; or (iii) UHC's use of the Unicheck Technologies other than as contemplated by the applicable documentation, provided that such infringement, wrongful use or misappropriation would not have occurred absent such modification or use.

### 9.2 Indemnity for Third Party Claim.

- (a) Each Party ("**First Party**") agrees to indemnify and hold harmless the other Party, its directors, officers, shareholders, employees and agents (the "**Indemnified Parties**", each an "**Indemnified Party**") against any and all losses, claims, damages or liabilities, including reasonable attorneys' fees, by non-related third parties to which the Indemnified Parties may become subject, arising out of or related to the negligent actions or omissions taken or not taken by the First Party in connection with this Agreement and to the extent causing bodily injury, death or damage to tangible property.
- (b) If any claim, action, suit or other proceeding is brought against an Indemnified Party, that Party shall promptly notify the other Party in writing. The failure to give such notice shall not relieve the Party of any liability hereunder.
- (c) A Party may not enter into any third party agreement, which would, in any manner whatsoever, affect the rights of other Party, and constitute an admission of fault by the other Party or bind other Party in any manner, without the prior written consent of the other Party.

## 10. DISPUTE RESOLUTION.

- 10.1 Dispute Resolution. All disputes, controversies and claims arising under, out of, in connection with, or in relation to this Agreement or any relationship arising from the Agreement or any related matter (each a "**Dispute**") will be resolved in accordance with the dispute resolution process set forth in this Article.

- 10.2 Amicable Dispute Resolution. The Parties shall meet by conference call as often as shall reasonably be required to resolve any Disputes. If there representatives are unable to resolve a dispute within ten (10) days after the initial request for a meeting, then the Dispute shall be submitted to senior executive officers of the Parties. If senior executive officers are unable to resolve the Dispute within ten (10) days after the representatives have commenced negotiations, or twenty (20) days have passed since the initial request for negotiations, then the Parties may exercise their legal rights and remedies under the Agreement. All communications (oral and written) made in the course of informal negotiations regarding a Dispute pursuant to this Article will be deemed “without prejudice” and will not be admissible into evidence in arbitration or any other legal proceeding unless the communication is in writing and is expressly identified as being made “with prejudice”.
- 10.3 No Waiver. The above amicable resolution process shall not be construed to prevent a Party from instituting formal proceedings earlier under this Agreement to: (i) avoid the expiration or any applicable limitation periods; (ii) seek injunctive relief; or (iii) for any other reason whatsoever.
- 10.4 Court Jurisdiction Preserved. Notwithstanding the foregoing, Any Party may bring suit in any appropriate forum or court of competent jurisdiction to avoid irreparable harm or to preserve the status quo, or for any breach (or threatened breach) of infringement or misappropriation of its intellectual property rights, and the Parties hereby irrevocably submit and attorn to the original and exclusive jurisdiction of that court in respect of all of those matters.
- 10.5 No Jury Trials or Representative Actions. The Parties agree and acknowledge that each Party is waiving the right to a trial by jury or to participate in a class action, collective action, private attorney general action, or other representative action.

## **11. GENERAL PROVISIONS.**

- 11.1 Amendment. No amendment or variation of this Agreement will operate to change or vary the terms, obligations, or conditions hereof except upon mutual agreement by both Parties signed by authorized representatives of each Party.
- 11.2 Binding Effect and Non-Assignability. Neither party shall assign nor transfer this Agreement or any rights or obligations hereunder, either in whole or in part, without the prior written consent of the other Party. Any attempted or purported assignment in violation of this Article shall be null and void. This Agreement, and each Party's rights and obligations hereunder will bind and inure to the benefit of its respective successors, heirs, executors, administrators, and permitted assigns.
- 11.3 Construction. Neither Party has entered this Agreement in reliance on any promise, representation, nor warranty not contained herein. This Agreement will be construed according to the fair intent of the language as a whole, and not for or against either Party.

- 11.4 Cooperation. Subject to the conditions of this Agreement, the Parties hereto will, from time to time and at all times hereafter, at the request of the other Party, do all such further acts and things, including executing and delivering all such further deeds, agreements, transfers, documents, assurances and instruments, as will be reasonably necessary in order to fully perform and carry out the terms and intent of this Agreement to document or evidence any of the transactions or events set out in this Agreement, and the Parties hereto will cooperate with each other in doing those acts and things.
- 11.5 Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- 11.6 Entire Agreement. This Agreement contains the entire understanding and agreement between the Parties and supersedes any prior understanding and agreements between them respecting the subject matter hereof. There are no representations, agreements, arrangements or understanding, oral or written, between the Parties hereto relating to the subject matter of the Agreement which are not fully expressed herein. No change, modification, extension, termination or waiver of the Agreement, or any of the provisions herein contained, shall be valid unless made in a writing which specifically refers to this Agreement and is duly signed by the Parties hereto.
- 11.7 Export Control Laws. Each Party shall control access to, and use of, information received hereunder from the disclosing Party and the direct product thereof in accordance with all applicable Canadian and US Export Laws and Regulations, including but not limited to the Controlled Goods Program and International Traffic in Arms Regulations. In connection with and without limiting the general applicability of the foregoing, recipient shall not make or permit disclosure of information received from the discloser or the direct product thereof to nationals of prohibited countries or to any Foreign Person (as defined in Section 120.16 of the International Traffic in Arms Regulations) unless (a) recipient has received discloser's express written consent to do so and (b) necessary export licenses have been obtained.
- 11.8 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of British Columbia and Canada without regard to the conflicts-of-laws rules thereof, and the Parties hereto hereby irrevocably attorn to the courts within the Province of British Columbia, in respect of any disputes arising herefrom. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. The Parties consent to personal jurisdiction and venue for these courts. Nothing in this Agreement excludes the Parties from seeking injunctive and equitable relief in any court of competent jurisdiction.
- 11.9 Language. The Parties hereto acknowledge that they have required this Agreement to be drawn up in the English language. Les Parties aux présentes ont expressément requis que cette entente soit rédigée en anglais.
- 11.10 Non-Competition. Unichек shall not, during the Term and for period of three (3) years following the Term or termination of this Agreement, however caused, without the prior

written consent of UHC, within the Territory, either individually or in partnership or in conjunction with any person or persons, firm, association, syndicate, company or corporation, as principal, agent, director, officer, employee, consultant, independent contractor, investor or in any other manner whatsoever, directly or indirectly engage in a business which is competitive to business of UHC or invest in or lend money to or guarantee the debts or obligations of any person or persons, firm, association, syndicate, company or corporation that advises, manages, promotes, operates, carries on, establishes, acquires, controls or is engaged in any business that is competitive to the UHC in relation to its business. Such restriction will not prevent Unicheck from being the holder or beneficial owner of any class of publicly-held securities of a company, partnership or other organization provided that Unicheck, alone or in partnership or in conjunction with any other person or company, will not own, directly or indirectly, more than five percent (5%) of the securities of such class.

11.11 Non-Solicitation of Employees. Neither Party will hire any employee of the other Party or solicit or encourage any employee of the other Party to terminate his or her employment with the other Party, or attempt to do any of the foregoing or assist any other Person to do so during the Term of this Agreement, and for a period of six (6) months following the termination of this Agreement, however caused.

11.12 Notices. Any notice or other written communication required by this Agreement will be deemed given (i) three (3) days after being delivered by post, certified mail, or reliable courier, or (ii) the next business day when delivered by email, fax or other electronic means to the addresses above written:

To: **UNICHECK S.R.L.**

Attention: Roberto Moro

Tel.: [Telephone number redacted]

Email: [Email redacted]

To: **UNICHECK HOLDINGS CORP.**

Attention: Antonio Baldassarre

Tel.: [Telephone number redacted]

Email: [Email redacted]

11.13 Publicity. Neither Party will issue any press release, or otherwise make any public statement, about this Agreement or the transactions contemplated by this Agreement without the prior consent of the other Party, which consent will not be unreasonably withheld.

11.14 Publicity Exception. Nothing in this Agreement, precludes disclosures required by law (including stock exchange rules), but prior to any such a disclosure the disclosing party will promptly provide the other Party with written notice of such public statement or communication and the opportunity to review and approve such disclosure for accuracy (which review and approval will not be unreasonably withheld or delayed).

11.15 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

- 11.16 Survival. Any covenant or provision of this Agreement which by its express terms is required to be observed, kept or performed after termination hereof, or which by its nature and effect is intended to survive termination of this Agreement shall so survive termination of this Agreement.
- 11.17 Recitals. The recitals shall constitute terms and conditions the Agreement.
- 11.18 Validity. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 11.19 Valid Incorporation. Each Party represents to the other Party that: (a) they are duly incorporated, validly existing, and in good standing under the laws of the jurisdiction listed above; (b) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the respective Party.
- 11.20 Voluntary Execution. The Parties acknowledge that they have carefully read all of the provisions of this Agreement, that they understand them, that they are agreeing to voluntarily accept such provisions, and that they will fully and faithfully comply with such provisions. Each of the Parties to this Agreement expressly acknowledges that it has obtained such independent legal advice, or had opportunity to do so, prior to the execution of this Agreement, or has waived such requirement, in either case as evidenced by its signature hereto. This Agreement is the product of negotiation and shall not be construed as having been drafted by either Party.
- 11.21 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of that provision or any other provision on any other occasion.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date written below.

Per: **UNICHECK HOLDINGS CORP.**

Name: Tony Baldeassarre

Title: CEO

Date: 08.09.2021

I/We have the authority to bind the corporation

Per: **UNICHECK S.R.L.**

Name: Roberto Moro

Title: CEO

Date: 08.06.2021

I/We have the authority to bind the corporation

"Tony Baldeassarre"

"Roberto Moro"