SOFTWARE PURCHASE AGREEMENT

by and between:

ZON PAGES LLC

("Contractor")

and

CLARA CAPITAL CORP.

("Client")

Contents

1. Introduction

1.1 Contractor Zon Pages LLC, 690 S Highway 89, Suite 200, Jackson, WY 83002 is in a business of developing softwares.

1.2 Client Clara Capital Corp., 34-11551 Kingfisher Drive, Richmond, BC V7E3N5, Canada is a Canadian corporation organized under the terms of Canada Business Corporations Act in the province of British Columbia.

1.3 The Parties wish to enter into this Software Purchase Agreement in order to state the terms and conditions of purchase between Contractor and Client for the purpose of selling the Contractor's Software for Amazon (the "Software") according to the terms and conditions set forth below.

2. Definitions and interpretation

2.1   Glossary.

a) In this Agreement, the following words shall, unless otherwise stated or are inconsistent with the context, have the following meanings:

- **"Acceptance Tests"** means the tests to be conducted for the purposes of testing the functional operation of a Software and/or its compliance with any agreed Specifications for such Software;

- "**Agreement"** means this agreement including any Exhibit hereto;

- "**Software"** means software (including any Enhancements thereto) which utilize requirements provided by the Client and which have been or are developed by Contractor for use on Amazon marketplace;

- **"Marketplaces"** means any existing digital stores or marketplaces including but not limited to the Amazon, Wallmart, Ebay;

- **"Business Day"** means any day other than a Saturday, Sunday or a national public holiday in Canada;

- "**Confidential Information"** means any information, data or documents of a confidential and/or commercially sensitive nature pertaining to one Party and in whatever way obtained or received by the other Party (whether before or after the Signature Date), including, without limitation, any trade secrets, know how, drawings, artwork, samples, methodologies, systems, procedures, discoveries, ideas, concepts, conclusions, findings, inventions, results, techniques, processes, formulae, studies, marketing information, financial information, customer and supplier details and information, pricing information, business plans and/or any other information or material of whatever description or nature proprietary to a Party in which that Party has an interest in keeping confidential and which is not readily available to the public or by an actual or potential competitor of that Party;

- "**Content"** means any content, data, text, documents, items, information, images, audio, or other materials supplied by the Client to Contractor for use in the Software;

- "**Devices"** means smartphones, tablet computers, digital equipment and any other wireless, mobile or handheld computing devices on which Software may be loaded;

- "**Enhancements"** means any periodic updates or upgrades of the Software for the purposes of enhancing performance of the Software and/or correcting Errors, any new versions of the Software with new or enhanced functionality and/or any other changes, modifications, customizations, developments, adjustments or adaptations made to the Software to maintain its capability to be used on the current marketplaces;

- "**End Users"** means members of the general public that use Software services on their marketplaces, or any other person using an Software from time to time;

- **"Errors"** means defects, deficiencies, faults, bugs, technical problems etc.;
- **"Intellectual Property Rights"** means all existing and future intellectual property rights of any kind (both registered and not) that may subsist anywhere in the world, including, without limitation, rights of copyright and trademarks;
- **"Parties"** means the parties to this Agreement, being Contractor and the Client;
- **"Signature Date"** means the latest of the dates on which this Agreement (or any counterpart) was signed by any Party;
- **"Source Code"** means commands to be compiled or assembled into an executable Software.
- **"Specifications"** means the aesthetic, functional and/or technical information, details and specifications of an Software;

b) Words importing the masculine gender include the feminine and neuter genders and vice versa; the singular includes the plural and vice versa;

c) References to a "person" include a natural person, corporation or any other legal person or corporate entity, a charity, trust, partnership, joint venture, or any other association of persons;

d) Any definition, wherever it appears in this Agreement, shall bear the same meaning and apply throughout this Agreement unless otherwise stated or is inconsistent with the context in which it appears;

e) Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction;

f) References to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT;

g) The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement which are expressly provided to operate after any such expiration or termination, or which by implication or out of necessity must continue to have effect after such expiration or termination, notwithstanding that the relevant provisions themselves do not provide for this.

3. Commencement and duration

3.1 This Agreement shall commence on the Signature Date and shall continue for a term of 150 days and may be prolonged for any applicable period terminated in accordance with the termination provisions in clause 11.

3.2   The Parties agree that this Agreement is entered into on a non-exclusive basis and that both Parties shall be free to enter into similar agreements with third parties.

4. Software product

The software for Amazon sellers to manage, launch and promote their products on their landing pages, to control their sales and purchases, to create and increase customer's email lists, to bring traffic through Facebook. The software automatically collects order client data for seeing all their product stats at a glance in parent view or child view, for seeing if sales are trending up, or bar is trending down with easy to read mini graphs, for analyzing product stats like profits, margins, ROI and more and drilling down into product-specific charts, and data points. The software allows clients to find their top customers, highest return customers, and customers by name and see their order history. Search for clients that used certain promo codes, or left feedback. Sort by a multitude of filters to find target buyers or the orders with discounts, customer name, Order ID, ASIN, SKU, price, date range, product returns, and many more.

The most popular tools of the software are:

- Client Management: export clients based on criteria such as: Repeat buyers, Minimum amount spend, Exclude promotion buyers and much more
- Email Auto Responder: automatically send follow up emails to customer's clients for each purchase. Improve the customer experience.
- Collect Emails: collect email addresses from customer's clients and feed them directly to their favorite marketing tool.
- Create Promotions: increase the sales velocity by creating promotions.
- A-B Testing: run A-B tests between 2 promotions, which one converts better.
- Giveaway pages: collect email addresses by creating a giveaway page. Give away a product or distribute an e-book.
- Coupon distribution: Great converting landing pages that allow to distribute claim codes in a smart way.
- Inventory Protector: claim codes do not have item limits, protect the inventory before someone buys whole inventory for next to nothing.

5. Client obligations

Client hereby agrees to:

5.1   co-operate with Contractor as may be reasonably required and comply with all of Contractor's reasonable requests without delay;

5.2   to perform all of its obligations in terms of this Agreement with reasonable care and skill and in accordance with good industry practice;

5.3   to promptly notify Contractor in writing of any factor, occurrence, non-occurrence, or event that is likely to cause a material delay in the delivery of any deliverable on or before its due date;

6. Contractor's obligations

6.1   Contractor hereby agrees and undertakes:

a)   to deliver the Software in compliance with agreed Specifications in accordance with terms and provisions of this Agreement; and extend its best efforts to ensure that the design and functionality of the Software meets the Client's requirements.

b)   to meet the milestones and milestone dates or deadlines in accordance with terms and provisions of this Agreement;

c)   to perform all of its obligations in terms of this Agreement with reasonable care and skill and in accordance with good industry practice;

d)   to comply with all applicable laws;

e)   to promptly notify the Client in writing of any factor, occurrence, non-occurrence, or event that is likely to cause a material delay in the delivery of any deliverable on or before its due date;

f)   promptly inform the Client of any non-conformance or any shortcomings that Contractor may detect in the Software;

g)   deliver the Software to the Client for evaluation and Acceptance Testing of a Software and in any event by no later than the agreed delivery date; and

h)   rectify any Errors in a Software it becomes aware of without delay;

i)   communicate with the Client regarding progress it has made in accordance with terms and provisions of this Agreement;

j)   Contractor hereby warrants and represents that the Software, when delivered or accessed by the Client, will be free from material defects, and from viruses, logic locks, and other disabling devices or codes, and in particular will not contain any virus, Trojan horse, worm, drop-dead devices, trap doors, time bombs, or other software routines or other hardware

component that could permit unauthorized access, disable, erase, or otherwise harm the software, hardware, or data, cause the software or hardware to perform any functions other than those specified in this Agreement, halt, disrupt, or degrade the operation of the software or hardware, or perform any other such actions.

5.2. Contractor may not, directly or indirectly, market, distribute, license and/or sell any Software incorporating or using Client Content that have not been approved by Client in writing.

7. Acceptance Testing

7.1   Within fifteen (15) Business Days of Contractor delivering the Software to the Client, the Client shall provide structured and thorough feedback using the Contractor bug list template provided.

7.2   Delayed or incomplete bug lists may lead to delays.

7.3   Within fifteen (15) Business Days of Client providing structured and thorough feedback to the Contractor, Contractor shall make such changes, updates and corrections as may be required by the Client.

8. Consideration and Payment Terms

8.1   In consideration for the sale of the Software for Amazon as defined in paragraph 1 above, the Contractor agrees to sell, assign and transfer to the Client, and the Client agrees to purchase from the Contractor at the Closing Time on the Closing Date, the Software in consideration of the Client:

   a) paying CDN $60,000 to the Contractor upon execution of this Agreement;

   b) paying an additional CDN $40,000 to the Contactor upon the Contactor's delivery of a Software to the Client in a form acceptable to the Client;

   c) paying an additional CDN $50,000 to the Contactor upon providing structured and thorough feedback using the Contractor bug list template.

   d) paying an additional CDN $45,000 to the Contactor after Contactor's rectifying all Errors and bugs in a Software and making all changes, updates and corrections provided by the Client.

8.2   All amounts payable to Contractor shall be made either by way of electronic funds transfer into the bank account or by any other means agreed upon by both Parties in writing. Such payment methods shall be detailed on the related invoices.

8.3   All amounts shall be paid within seven (7) working days of presentation of invoice without deduction or set off of any kind and net of banking costs or charges.

9. Intellectual Property Rights

9.1   Contractor expressly acknowledges and agrees that all Intellectual Property Rights in and to any Content are owned by or licensed to the Client. Nothing in this Agreement shall be construed as being an assignment of such Intellectual Property Rights to Contractor.

9.2   Client expressly acknowledges and agrees that all Intellectual Property Rights in and to any Software developed and designs by or for Contractor used in or in respect of any Software are owned by or licensed to Contractor. Nothing in this Agreement shall be construed as being an assignment of such Intellectual Property Rights to the Client.

9.3   Contractor retains ownership of all Intangible Properties gained by Contractor (that are not previously owned by the Client) while providing Services. Where a third-party platform is used to

build the Software, that party may retain the right to not release the source code to either Contractor or the Client. Contractor and the Client shall be subject to the terms, conditions and platform limitations of such a third-party platform and Contractor is neither responsible liable nor responsible for the performance of such platforms.

9.4   If, while this Agreement is in force, a Party becomes aware of any infringement or illegal use by a third party of any of the Intellectual Property Rights of the other Party, it shall promptly notify the other Party of such infringement or illegal use.

9.5   It shall be within the discretion of a Party to determine what steps, if any, shall be taken against a third party infringer and the other Party shall co-operate fully with that Party in whatever measures, including legal action, are taken by that Party to bring any infringement or illegal use to an end.

10.   Confidentiality

10.1   Each Party undertakes to:

a)   use the other Party's Confidential Information for the duration and purposes of entering into and implementing this Agreement only;

b)   use at least the same degree of care, diligence and discretion to limit disclosure of the other Party's Confidential Information as it uses to protect its own Confidential Information, but in no case with any less degree than reasonable care and diligence.

10.2   The Parties furthermore undertake to keep the Confidential Information of the other Party confidential at all times whether during this Agreement or after its after termination or cancellation. Neither Party may disclose the other Party's Confidential Information to any third party except to its affiliates, consultants, agents, directors, officers and employees, provided that such disclosure is limited to only such persons to whom disclosure is necessary for purposes of giving effect to this Agreement. The Parties furthermore undertake to keep the Confidential Information of the other Party confidential at all times whether during this Agreement or after termination or cancellation. Neither Party may disclose the other Party's Confidential Information to any third party except to its affiliates, consultants, agents, Contractors, directors, officers and employees, provided that such disclosure is limited to only such persons to whom disclosure is necessary for purposes of giving effect to this Agreement and such persons are first bound by confidentiality and restricted user obligations no less onerous than those set out in this Agreement.

10.3   The obligations set out in this clause 9 shall not apply to any information which:

a)   the Party receiving the information ("the Receiving Party") can show by written records was in its possession prior to receiving the information from the other Party ("the Disclosing Party");

b)   was generally available to the public prior to disclosure by the Disclosing Party or becomes generally available to the public after disclosure (other than through a breach by the Receiving Party of its obligations hereunder);

c)   the Receiving Party can prove it received from a third party legally entitled to possess such information;

d)   was subsequently developed independently by the Receiving Party without any reference to or use by it of the Disclosing Party's Confidential Information;

e)   is approved for release upon the written consent of the Disclosing Party; and/or

f)   is required by the provisions of any law, statute or regulation, or during any court proceedings, or by the rules or regulations of any recognized stock exchange to be disclosed provided that the extent of such disclosure is, as far as reasonably possible, limited and the Disclosing Party has been consulted prior to such disclosure.

11.   Warranties and indemnity

11.1   Each Party warrants and represents to the other that:

a) it has full capacity and authority to enter into and perform its obligations under this Agreement;

b) this Agreement is executed by a duly authorized representative of that Party;

c) there are no actions, suits proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body that might affect the ability of that Party to meet and carry out its obligations under this Agreement.

11.2 Contractor furthermore warrants and represents that:

a) it has the necessary expertise and skill required to create, market, distribute, sell/license the Software;

b) the Software will be of good quality, fit for purpose and meet generally accepted standards;

c) the Software will be capable of being used on marketplaces: Amazon, EBay, Walmart, etc;

d) in performing its obligations under this Agreement, it will comply with all applicable laws; and

e) the Software will comply with all applicable laws.

12. Termination

12.1 The term of this Agreement is 150 days from the Signature Date.

12.2 Either Party may terminate this Agreement with immediate effect upon written notice if the other Party hereto is dissolved, declared insolvent or bankrupt, is placed in liquidation or sequestration (whether provisionally or finally and whether voluntary or compulsory) is unable to pay its debts as they become due or is subject to a scheme of arrangement or compromise or is wound up.

12.3 Where a Party constitutes a material breach of this Agreement and fails to remedy such breach within 15 Business Days of the other Party's written notice to do so then, in such event, the other Party may, with immediate effect, terminate this Agreement.

12.4 Any termination as contemplated in this clause shall be without prejudice to any other rights which the terminating Party may have against the other Party whether for damages or otherwise.

12.5 The expiration or termination of this Agreement shall not affect any provisions in this Agreement expressed to survive the termination or cancellation of this Agreement or which by their nature or necessity continue to operate after the termination or cancellation of this Agreement.

12.6 In no event shall a Party be liable to the other for any indirect, extrinsic, special or consequential loss or damage of any kind whatsoever and howsoever caused (whether arising under contract, delict or otherwise) and whether the loss or damage was actually foreseen or reasonably foreseeable.

12.7 Upon termination of this Agreement:

a) Contractor shall cease all further use of any Content;

b) The Client shall cease all further use of the Software developed and designs.

c) Following the termination of this Agreement for any reason, the Client shall promptly pay Contractor according to the terms of this Agreement for services rendered before the effective date of the termination (the "Termination Date"). Contractor acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

13. Miscellaneous matters

13.1 Assignment, delegation

A Party may choose to assign fulfilling certain provisions of this Agreement for completion of other Parties not specified hereby.

13.2 Costs

Each Party shall bear that its own legal costs and disbursements of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

13.3 Signature in counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

13.4 Independent advice

Each of the Parties hereby respectively agrees and acknowledges that:

    a)   it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and

    b)   each provision of this Agreement is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

13.5 Good faith

The Parties shall at all times act in good faith towards each other and shall not bring any of the other Parties into disrepute.

13.6 Cooperation

Each of the Parties undertakes at all times to do all such things, perform all such acts and take all such steps, and to procure the doing of all such things, within its power and control, as may be open to it and necessary for and incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.

Date: September 17, 2021

Signed by Contractor: */s/Leonid Limin*

Signed by Client: */s/George Kovalyov*