

AMENDED & RESTATED LICENSE AND SERVICES AGREEMENT

This Amended & Restated License and Services Agreement (the “**Agreement**”) is made and entered into this 1st day of August, 2023 (the “**Effective Date**”)

BETWEEN:

1387771 B.C. LTD., a British Columbia corporation (“**Licensor**”)

AND:

SMARTWERX SOLUTIONS INC., a British Columbia corporation (“**Licensee**”)

WHEREAS, Licensor and Licensee entered into a License and Services Agreement dated January 20th, 2023 whereby Licensor licensed the Technology (as herein defined) to Licensee (“**Original License Agreement**”);

WHEREAS, since the signing of the Original License Agreement, Licensee changed its name from 1390503 B.C. Ltd. to Smartwerx Solutions Inc.;

WHEREAS, Licensor and Licensee now wish to amend and restate the Original License Agreement in its entirety to amend the Term (as herein defined) and adjust the License Fees (as herein defined);

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee (each, a “**Party**” and, together, the “**Parties**”) hereby agree to amend and restate the Original License Agreement in its entirety as follows:

1. DEFINITIONS

1.1 In this Agreement:

- (a) “**Confidential Information**” means any oral, visual or written data and information, now or hereafter existing during the Term of this Agreement, relating to the business and management of the disclosing Party, including without limitation:
- (i) any proprietary or trade secret technology or knowledge owned or licensed by Licensor, including information and Know-How regarding the Technology and the Documentation; and
 - (ii) any record, report, document, policy, practice, agreement, customer list, account, ledger or other data or information relating to the business operations of the disclosing Party, including the Customer Data for Licensee,

to which access is granted to or obtained by the receiving Party, but does not include

any data or information which:

- (iii) is or becomes publicly known or available through no breach of the terms of this Agreement by the receiving Party, or
 - (iv) is disclosed by the receiving Party with the prior written consent of the disclosing Party
- (b) **“Customer Contract”** means any written contract or arrangement by Licensee with a Customer Licensee for:
- (i) a license or the use of the Technology or any part or component of the Technology;
 - (ii) maintenance or support, in connection with the Technology or any part or component of the Technology;
 - (iii) services, in connection with the Technology or any part or component of the Technology.
- (c) **“Customer Data”** means the data generated by use of the Technology by a Customer Licensee.
- (d) **“Customer Licensee”** means any person, firm or corporation who enters into a Customer Contract with Licensee.
- (e) **“Documentation”** means the electronic user information and other explanatory materials in electronic or hard-copy form produced or provided by Licensor relative to the Technology.
- (f) **“Initial Term”** has the meaning set out in Section 3.1.
- (g) **“Intellectual Property Rights”** means all worldwide right, title and interest of a person in, to and under any and all: (a) Canadian or foreign patents and pending patent applications therefore, including the right to file new and additional patent applications based thereon, including provisionals, divisionals, continuations, continuations-in-part, reissues and re-examinations; (b) copyrights; and (c) trade secrets, know-how, processes, methods, engineering data, technical information and all other intellectual property or proprietary rights, whether or not registered or perfected.
- (h) **“Know-How”** means experience, skills and expertise in non-tangible form, relating to the Technology and consulting and advisory services relating to such experience, skills and expertise.
- (i) **“License”** means the license granted by Licensor to Licensee in Section 2.
- (j) **“Licensor Services”** means the maintenance, support and other services to be provided by Licensor to Licensee in connection with this Agreement, as set forth in Section 2.3.
- (k) **“Modification”** means all enhancements, additions and other modifications made to the Technology.

- (l) “**Renewal Term**” has the meaning set out in Section 3.1.
- (m) “**Technology**” means the software plug-in identified and described in Schedule A and all Modifications thereto as modified and amended by Licensor from time to time.
- (n) “**Term**” has the meaning set out in Section 3.1.
- (o) “**Territory**” means Canada and any other country or territory added as a territory by mutual written agreement of the Parties.

2. LICENSE AND SERVICES

2.1 License

For the Term and subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee under all Intellectual Property Rights of Licensor applicable to the Technology:

- (a) a non-exclusive and non-transferable license (except as set forth in this Section 2.1 and in Section 9.7) to market, distribute and sublicense the Technology within the Territory as is or as a derivative work embedded in the third party products as long as Licensee pays Licensor the Fees pursuant to Section 4; and
- (b) a non-exclusive and non-transferable license (except as set forth in Section 9.7) to use the Technology solely to provide support services to Customer Licensees in accordance with the Documentation as long as Licensee pays Licensor the Fees pursuant to Section 4,

(collectively, the “**License**”).

The grant of the License hereunder includes the right to convey to any Customer Licensee, with respect to any Technology which is licensed by Licensee to such Customer Licensee, rights to use such Technology as specified in a Customer Contract. All rights not expressly granted to Licensee in this Agreement are reserved by Licensor.

2.2 Restrictions on License

Except as reasonably required to use the Technology in accordance with this Agreement and, except for copies solely for back-up, outsourcing, hosting, archival, stand-by, disaster recovery, testing and quality assurance purposes (as applicable), Licensee may not copy the Technology except with Licensor’s prior written consent. Licensee must reproduce and include Licensor’s copyright notice and any other proprietary notices that appear on or in the Technology on any copies therefor. Any and all use of the Technology shall be in accordance with the terms and conditions of this Agreement. Except as otherwise expressly provided in this Agreement or previously approved in writing by Licensor, Licensee shall not and shall not allow any third party (including Customer Licensees) to: (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or derive any source code or underlying ideas, algorithms, structure or organization from the Technology or from any other information by any means whatsoever; (ii) distribute, disclose or allow use of any of the Technology in any format through any timesharing device, service bureau, network or by any other means, to or by any third party other than Licensee’s personnel, except as permitted herein; (iii) remove or obscure any identification, copyright or other proprietary or restrictive notices or legends contained or

included in any of the Technology; or (iv) except as permitted herein, modify, incorporate into or with other software or create a derivative work of the Technology or any portion thereof.

2.3 Maintenance/Support and Services

Licensor will provide maintenance and support and services to Licensee as required (in the reasonable determination of Licensor, from time to time) so as to enable Licensee to fulfil Licensee's obligations to provide maintenance and support services under Customer Contracts. Additionally, Licensor will provide Modifications for the Technology as such Modifications become available or as may be requested by Licensee from time to time. All such services provided by Licensor are "**Licensor Services**". Licensor Services will be charged to Licensee on a time and materials basis.

2.4 Right of First Refusal/Offer

If Licensor wishes to sell its rights to the Technology, Licensor shall inform Licensee and the terms of the offer to sell. Licensee shall have a right of first offer, which shall extend for 30 days from Licensor's notice ("**ROFO Period**") to negotiate mutually acceptable terms to purchase the Technology. If there is a third party offer to purchase the rights of Licensor in the Technology, Licensor shall notify Licensee and Licensee shall have the first right of refusal to meet the specific terms of that third party offer, within 30 days of Licensor's written notice ("**ROFR Period**"). In the event Licensee fails to meet the specific terms of any third party offer, or the Parties are otherwise unable to reach mutually acceptable terms under a right of first offer, or Licensee does not exercise its right of first refusal or offer within the ROFR Period or the ROFO Period, respectively, Licensor may sell its rights in the Technology to any third party or, if there is a third party offer, to that specific third party. The terms of any purchase agreement with a third party, following a right of first offer, shall not be more favorable to the third party purchaser than the terms offered by Licensor to Licensee. If Licensee purchases the rights to the Technology, this Agreement will terminate on the effective date of such purchase.

3. TERM AND RENEWAL

3.1 Initial Term

The initial term of this Agreement is 10 years from the Effective Date ("**Initial Term**"). The Initial Term will automatically renew for additional 5 year periods (each a "**Renewal Term**") unless Licensee provides Licensor with notice of non-renewal at least 60 days' prior to the commencement of the next Renewal Term. The Initial Term, together with all Renewal Terms, are the "**Term**".

3.2 Right of Termination

Licensor may terminate this Agreement, after the applicable cure period (if any) has expired, on the happening of any one or more of the following events by delivering notice in writing to that effect to Licensee:

- (a) Licensee becomes insolvent, or if a petition in bankruptcy is filed by or against Licensee, or if any steps are taken to appoint a receiver, receiver-manager or other custodian (permanent or temporary) of Licensee's business or assets or any part thereof, or if any

proceeding for a proposal with creditors is instituted by or against Licensee, or if the assets of Licensee are subject to seizure or execution or other analogous process, or if any steps are taken to effect the liquidation, dissolution or other reorganization of Licensee, and if any such processes are not released or satisfied by Licensee within 30 days thereafter, where such release or satisfaction is possible;

- (b) if Licensee is more than 30 days in arrears of License Fees or other monies that are due to Licensor under the terms of this Agreement and fails to pay such amounts owing within 30 days after being advised of the same by Licensor; or
- (c) if Licensee commits a breach of Sections 2.1, 2.2, 2.4, 3.3, 5.4, 5.5, 5.7, 5.8, 5.9, 6, 7.2, 7.3, 7.4, 7.5 or 7.6 and such breach is not remedied by Licensee within 30 days of being advised of the same by Licensor.

3.3 Termination or Expiry

Upon termination of the Term or expiry of the Agreement:

- (a) Licensor will take appropriate measures for orderly transition, including assignment of all Customer Contracts to Licensor, and Licensee will comply with all instructions and directions given by Licensor in connection therewith;
- (b) Licensee shall immediately deliver to Licensor all of Licensor's Confidential Information then in its possession or control, if any, and shall deliver a certificate of an officer of Licensee attesting that all such Confidential Information has been returned to Licensor;
- (c) Licensee shall refrain from further use of Licensor's Confidential Information and shall promptly sign such documentation deemed necessary by Licensor for the purpose of confirming Licensor's ownership of the Technology and Licensor's Intellectual Property Rights therein;
- (d) Licensee shall immediately cease all marketing and promotional activities relating to the Technology and shall immediately deliver to Licensor an up to date report containing information up to the date of termination or expiration, together with all information relating to potential agreements with Customer Licensees and prospective Customer Licensees and leads and sources of referral; and
- (e) Sections 2.2, 3.3, 4.2, 5.5, 6, 7, 8, and 9 shall survive and remain in force notwithstanding the expiration or other termination of this Agreement for any reason whatsoever. Any expiration or termination of this Agreement shall be without prejudice to any rights and obligations of the Parties arising or existing up to the effective date of such expiration or termination, or any remedies of the Parties with respect thereto.

4. FEES

4.1 Fees for Initial Term and Renewal Terms

Licensor acknowledges that, under the Original License Agreement, Licensee has paid a license fee of \$100,000 to cover the first 2 years of the Initial Term ("**Initial License Fee Payment**"). For the subsequent 8 years of the Initial Term and for each year of the Renewal Term, unless

otherwise agreed to by the Parties, Licensee shall pay to Licensor \$50,000 for the License for each year of the balance of the Initial Term (each an “**Initial License Fee Instalment**”) and for each year of the Renewal Term (each, a “**Renewal License Fee**”; collectively, Initial License Fee Payment, the Initial License Fee Instalments and the Renewal License Fees are the “**License Fees**”). Initial License Fee Instalments and Renewal License Fees are due on each applicable anniversary of the Effective Date.

4.2 Fees for Services

Fees for Licensor Services will be invoiced by Licensor on a monthly basis. All invoices will be due and payable in accordance with the terms of each such invoice. Fees for Licensor Services and the License Fees are collectively the “**Fees**”.

5. SERVICES AND RESPONSIBILITIES OF LICENSEE

5.1 Reports

Licensee shall prepare and deliver to Licensor a report periodically, or from time to time, as instructed from time to time by Licensor, containing such information (which may include matters such as sales reports and marketing reports) as is reasonably requested or prescribed by Licensor from time to time. Such reports shall be in a format and frequency as is reasonably requested or prescribed by Licensor from time to time.

5.2 Inquiries from outside the Territory

Licensee shall promptly refer to Licensor all inquiries received by Licensee for use of any Technology or related services from outside of the Territory.

5.3 Permits and Approvals

Licensee shall, at its own expense, obtain and maintain such permits and approvals as are required by it to meet its day-to-day obligations hereunder.

5.4 Promotional Activities

Licensee shall:

- (a) represent Licensor in a manner so as to preserve and enhance the reputation of Licensor as a provider of quality services and products;
- (b) not employ unlawful or unethical practices in promoting or providing the Technology; and
- (c) otherwise promote the Technology and the related licensing thereof in accordance with all applicable laws.

5.5 Books and Records

Licensee shall keep, maintain and preserve during the Term and for a period of at least 7 years following the termination or expiration of this Agreement, complete and accurate records covering all transactions relating to this Agreement. The said records shall be created and

maintained in accordance with sound accounting practices, consistently applied, and shall be available for inspection by Licensor from time to time until 7 years following the termination or expiration of the Agreement, during reasonable business hours and upon reasonable notice. Licensor shall have the right to make copies of the records and extracts thereof.

5.6 Efforts Expended to Develop the Market

Licensee shall bear its own costs in promoting and developing a market for the Technology in the Territory and shall not make a claim against Licensor therefor.

5.7 Advertising and Trade-Marks

Licensee shall develop and produce to Licensor's direction such sales literature and other promotional materials to market and promote the Technology (such literature and materials, upon approval by Licensor, are collectively referred to as "**Approved Materials**"). Licensee shall not use any sales literature or promotional materials other than Approved Materials and shall not otherwise use Licensor's registered or unregistered trademarks in promoting the Technology, except with the prior written permission of Licensor. Licensee acknowledges and agrees that it obtains no rights or interest in any registered or unregistered trademark of Licensor or in the goodwill accruing therefrom.

5.8 Instructions and Directions by Licensor

Licensee will comply with instructions and directions from time to time given by Licensor with regard to Licensor Services, dealing with Customer Licensees, and all other matters relative to the Technology, administration and in connection with the subject matter of this Agreement.

5.9 Customer Contracts

Licensee shall not:

- (a) distribute any copy of the Technology except pursuant to Customer Contracts fully executed and in hand, and in accordance with the instructions and directions from time to time given by Licensor;
- (b) distribute any Technology outside of the Territory, except with the prior approval in writing of Licensor;
- (c) imply that the Customer Licensee shall obtain more than a mere license to use the Technology (being in object code only) for its internal use solely; or
- (d) make or give any warranty, condition or representation that modifies or supplements or is inconsistent with the limited warranties specified in the Documentation or otherwise provided by Licensor.

6. CONFIDENTIALITY

6.1 Protection of Confidential Information.

Except as expressly allowed herein, the receiving Party will hold in confidence and not use, copy or disclose any Confidential Information of the disclosing Party and shall similarly bind its

employees and contractors in writing. Nothing herein shall permit the receiving Party to disclose or use, except as explicitly permitted elsewhere in this Agreement, Confidential Information of the disclosing Party and then only on an "as needed" basis for purposes of this Agreement.

6.2 Disclosures Required by Law.

If the receiving Party is required to disclose the disclosing Party's Confidential Information by law or a governmental authority, including pursuant to a subpoena or court order, such Confidential Information may be disclosed, provided that the receiving Party: (a) promptly notifies the disclosing Party of the disclosure requirement; (b) cooperates with the disclosing Party's reasonable efforts to resist or narrow the disclosure and to obtain an order or other reliable assurance that confidential treatment will be accorded the disclosing Party's Confidential Information; and (c) furnishes only Confidential Information that the Party is legally compelled to disclose according to advice of its legal counsel.

6.3 Equitable Relief.

Each Party acknowledges that its breach of this Section 6 would cause irreparable injury to the other for which monetary damages are not an adequate remedy. Accordingly, a Party will be entitled to seek injunctions and other equitable remedies in the event of such a breach by the other. The right of each of the Parties to seek injunctive relief shall not limit in any manner their respective rights to seek other and/or additional remedies at law or in equity.

7. COVENANTS AND INDEMNITIES

7.1 Intellectual Property Rights

Licensee acknowledges and agrees all Intellectual Property Rights in the Technology and the Documentation and all goodwill pertaining thereto belong solely to Licensor. Licensee acknowledges that any Modifications are derivative works of the Technology and agrees that title to all Intellectual Property Rights in any such derivative works shall remain with Licensor. Licensor acknowledges and agrees that all Intellectual Property Rights in the Customer Data belong solely to Licensee. To the extent that Licensor obtains any rights in the Customer Data, Licensor shall assign such rights to Licensee.

7.2 Covenants by Licensee

Licensee covenants with Licensor:

- (a) to assist and co-operate with Licensor to the extent requested by Licensor in the protection of Licensor's Intellectual Property Rights, including the execution of any document to confirm Licensor's title to and interest in the Technology and the assignment of any rights to or ownership interest in the Technology that it may have acquired from Licensor;
- (b) to take no steps either directly or indirectly to claim or dispute ownership or the enforceability or validity of Licensor's Intellectual Property Rights or the right of Licensor to grant the rights herein;

- (c) to promptly notify Licensor of any infringements or imitations by others of the Technology when such becomes known to Licensee and to co-operate with Licensor in enforcing Licensor's Intellectual Property Rights against the infringer or imitator; provided however, that Licensee shall not institute any suit or take any action on account of any such infringements or imitations without Licensor's prior written consent; and
- (d) to promptly notify Licensor of the failure of any Customer Licensee to abide by any and all of the terms of the relevant Customer Contracts that becomes known to Licensee; provided however, that Licensee shall not institute any suit or take any action on account of such failure without Licensor's prior written consent.

7.3 Indemnity

Licensee shall indemnify and hold harmless Licensor from and against all third party claims, suits, actions, demands and proceedings against Licensor and all losses, costs, damages, expenses, fees and liabilities related thereto arising out of or related to:

- (a) any use or dealing by Licensee involving Customer Data;
- (b) an alleged breach by Licensee of any agreement between Licensee and any third party, including without limitation, Customer Licensees; and
- (c) any negligence by Licensee or any other act or omission of Licensee, including without limitation, any breach of this Agreement by Licensee.

7.4 Non-Competition Covenant

During the Term and for a period of 12 months thereafter, Licensee agrees that it shall not, without the prior written consent of Licensor, either directly or indirectly, sell or license or otherwise promote in the Territory the sale or license of any products or services which Licensor determines to be competitive with the Technology.

7.5 Non-Solicitation of Clients

During the Term and for a period of 12 months thereafter, Licensee will not, without the prior written consent of Licensor, either directly or indirectly contact or solicit any Customer Licensee or prospective Customer Licensee for the purpose of selling or supplying to such clients, any products or services which Licensor determines to be competitive with the Technology.

7.6 Non-Solicitation of Employees/Contractors

During the Term and for a period of 12 months thereafter, Licensee will not, without the prior written consent of Licensor, either directly or indirectly hire any employees of or consultants to Licensor, nor will Licensee solicit or induce or attempt to induce any persons who were employees of or consultants to Licensor at the time of such termination or during the period of 90 days immediately preceding such termination, to terminate their employment or consulting agreement with Licensor.

8. COVENANTS AND INDEMNITIES BY LICENSOR

8.1 Representation and Warranty

Licensor represents and warrants to Licensee that it is the owner of the Technology and that it has the right to grant the rights granted to Licensee hereunder.

8.2 Acknowledgement and Waiver by Licensee

Licensee acknowledges and agrees that Licensor does not represent or warrant that the operation of the Technology:

- (a) will meet a Customer Licensee's requirements;
- (b) will be error free; or
- (c) will not be interrupted by reason of any defect therein or by reason of fault on the part of Licensor.

Licensee hereby expressly waives all representations, warranties or conditions not specifically set forth in this Agreement or in the Documentation including, but not limited to implied representations, warranties or conditions of merchantable quality or fitness for a particular purpose and those arising by statute or otherwise in law or from course of dealing or usage of trade.

8.3 Indemnity

Subject to Section 8.4, Licensor shall indemnify and hold harmless Licensee, from and against all suits, actions, demands and proceedings against Licensee and all losses, costs, damages, expenses, fees and liabilities related thereto arising from a third party claim that the Intellectual Property Rights in the Technology infringe any intellectual or proprietary right of a third party, provided that Licensee gives prompt notice of any such claim to Licensor and that Licensee grants Licensor the right, at its discretion, to take carriage of any such legal action including, without limitation, all settlement negotiations with respect thereto.

8.4 Limitation of Liability

Notwithstanding anything to the contrary contained herein: (i) Licensor shall not be liable for any loss of profits or consequential, incidental, indirect, punitive or special damages incurred by Licensee, even if Licensor has been apprised of the likelihood of such damages occurring; and (ii) Licensor's liability for any loss or damages hereunder shall be limited, in the aggregate, to 5% of the License Fees paid by Licensee to Licensor for the Initial Term.

9. GENERAL

9.1 Except as provided in this Agreement, this Agreement constitutes the entire agreement to date between the Parties and supersedes every previous agreement, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the Parties with respect to the subject matter of this Agreement.

9.2 Licensee acknowledges that the restrictions contained in Sections 7.4, 7.5, and 7.6 are, in view of the nature of the business of Licensor, reasonable and necessary to protect the

legitimate interests of Licensor, that Licensor would not have entered into this Agreement in the absence of such restrictions and that any violation of any provision of those Sections could result in irreparable injury to Licensor. Licensee agrees that, in the event it violates any of the restrictions referred to in Sections 7.4, 7.5, and 7.6, Licensor shall be entitled to such injunctive relief or other remedies at law or in equity which the Court deems fit.

- 9.3 Licensee expressly acknowledges that this Agreement is reasonable and valid in all respects and irrevocably waives (and irrevocably agrees not to raise) as a defence any issue of reasonableness in any proceeding to enforce any provision of this Agreement, the intention of the Parties being to provide for the legitimate and reasonable protection of the interests of Licensor by providing, without limitation, for the broadest scope, the longest duration and the widest territory allowable by law.
- 9.4 Each Party will be responsible for all of its own expenses, legal and other professional fees, disbursements, and all other costs incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and all documents and instruments relating hereto. The Parties agree that they have had adequate opportunity to seek independent legal and tax advice with respect to the subject matter of this Agreement, and have either obtained such advice or consciously chosen not to do so with full knowledge of the risks associated with not obtaining such legal or tax advice.
- 9.5 The Schedule attached hereto forms an integral part of this Agreement.
- 9.6 The Parties shall from time to time after the execution of this Agreement make, do, execute or cause or permit to be made, done or executed, all such further and other acts, deeds, things, devices and assurances in law whatsoever as may be required to carry out the true intention and to give full force and effect to this Agreement.
- 9.7 This Agreement and the rights and obligations of Licensee shall not be assigned by Licensee or otherwise conferred by Licensee to any third party by the without the prior written consent of Licensor. Licensee shall not sublicense or grant any rights to any third party in connection with this Agreement, the License or the Technology, without the prior written consent of Licensor.
- 9.8 This Agreement may be amended or supplemented only by a written agreement signed by both Parties.
- 9.9 Licensor and Licensee each acknowledge and agree that the only relationship of Licensee to Licensor created by this Agreement shall for all purposes be that of an independent contractor, and all persons employed or engaged by Licensee in connection herewith shall for all purposes be considered to be employed or engaged, as applicable, by Licensee and not by Licensor. Licensor shall have no obligation whatsoever to pay or compensate Licensee and/or any representative thereof for taxes of any kind whatsoever, with the exception of GST, that arise out of or with respect to any fee, remuneration or compensation provided to Licensee under this Agreement or holding any position with Licensor. Licensee shall fully indemnify and hold harmless Licensor from and against all assessments, claims, liabilities, costs, expenses and damages that Licensor and/or any of its affiliated companies may suffer or incur with respect to any

amount which a competent government authority determines should have been deducted by Licensor from compensation payable to Licensee.

9.10 Licensee acknowledges and consents to the release by Licensor of certain information regarding Licensee, including the business name, address, telephone number and the terms of this Agreement, in compliance with applicable corporate and securities regulatory policies, to securities authorities, the Exchange and the public as required by law. The purpose of the collection of the information is to ensure Licensor and its advisors shall be able to obtain the information required to be provided in documents required to be filed with the Exchange and with applicable securities commissions and the shareholders of Licensor as required under applicable corporate and securities laws. In addition, Licensee acknowledges and consents to the collection, use and disclosure of all such personal information by the Exchange and other regulatory authorities in accordance with their requirements, including the provision to third party service providers.

9.11 In this Agreement:

(a) any notice or communication required or permitted to be given under the Agreement shall be in writing and shall be considered to have been given if delivered by hand, transmitted by e-mail transmission or mailed by prepaid registered post, to the address or e-mail address of each Party set out as follows:

(i) to Licensor, at:

800 - 885 West Georgia St
Vancouver, BC V6C 3H1
Attention: Francisco Carasquero
E-mail: carasquerokent@gmail.com

to Licensee, at:

315-1275 West 6th Avenue
Vancouver BC, V6H 1A6
Attention: George Hofsink
E-mail: ghofsink@fintechwerx.com

(b) any notice or communication shall be considered to have been received:

(i) if delivered by hand, on the date of delivery upon receipt by a responsible representative of the receiver;

(ii) if sent by e-mail transmission during normal business hours of the recipient, upon the sender receiving confirmation of the transmission, and if not transmitted during normal business hours of the recipient, upon the commencement of next normal business day of the receiver; and

(iii) if mailed by prepaid registered post, upon the fifth day following posting; except that, in the case of a disruption or an impending or threatened

disruption in postal services every notice or communication shall be delivered by hand or sent by facsimile transmission.

- 9.12 Time shall be of the essence of this Agreement.
- 9.13 This Agreement shall enure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, executors, administrators and permitted assigns.
- 9.14 All payments required to be made pursuant to the provisions of this Agreement and all money amount references contained herein are in lawful currency of Canada.
- 9.15 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and applicable Canadian law and shall be treated in all respects as a British Columbia contract. The Parties agree that the courts of British Columbia shall have the exclusive jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. Each Party attorns to the exclusive jurisdiction of the courts of British Columbia.
- 9.16 If any term of this Agreement is partially or wholly invalid or unenforceable, the remainder of this Agreement shall not be affected and each remaining term shall be separately valid and enforceable.
- 9.17 In this Agreement, using separate parts and inserting headings are for convenient reference only and shall in no way define, limit, construe or describe the scope or intent of this Agreement nor in any way affect this Agreement.
- 9.18 This Agreement may be signed by facsimile, pdf e-mail attachment or original and executed in any number of counterparts, and each executed counterpart shall be considered to be an original. All executed counterparts taken together shall constitute one agreement.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

1387771 B.C. LTD.

SMARTWERX SOLUTIONS INC.

Per: "Kent Carasquero"

Per: "George Hofsink"

Authorized Signatory

Authorized Signatory

SCHEDULE A

TECHNOLOGY

Software plug-in that allows for automated reconciliation for email money transfer (EMT) records.