



CLIENT SERVICES AGREEMENT

THIS CLIENT SERVICES AGREEMENT is entered into as of the first date set out on the signup sheet hereto (the "**Signup Sheet**"), which is incorporated herein by reference (the "**Effective Date**") by and between Xemoto Media Ltd. ("**Xemoto**", or the "**Company**", or "**we**", or "**us**" or "**our.**") and corporate entity inserted on the Signup Page (the "**Client**", or "**you**", or "**your**").

WHEREAS Xemoto's business includes providing issuers with investor communications and marketing services;

AND WHEREAS the Client is a private or public issuer of securities;

AND WHEREAS the Client desires to engage Xemoto to provide certain investor communications and marketing services, and Xemoto agrees to provide such services, all on the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by the Client and Xemoto (together, the "**Parties**," and each, a "**Party**"), the Parties hereto hereby agree as follows:

1. **Services.**

- (a) General. You can select the Xemoto products and services, including implementation and configuration thereof, (collectively, the "**Services**") by completing the payment page (the "**Payment Page**") once your account has been activated. We grant to you a non-exclusive, non-transferable and world-wide right to use the Services in accordance with the terms and conditions set out herein. Any modifications to the Services are subject to the terms and conditions of this Agreement and any limitations set out on the Payment Page. For the purposes of this Agreement, any modified Services shall be deemed to be the Services as of the date of the modification.
- (b) Commencement and Term. This Agreement commences on the Effective Date.
- (c) Client Responsibilities. During the Term (as defined in Section 10(a) below), you shall use the Services and any user manuals and related documentation and information (the "**Documentation**") solely for your internal purposes as contemplated therein and you shall not, and shall not allow any users or other individual, person or entity to: (i) possess, download or copy the Services or any part of the Services, including any component which is part of the Services, but not including any output from the Services; (ii) knowingly interfere with service to any of the Company's users, host or network, including by means of intentionally submitting a virus, overloading, flooding, spamming, mail bombing or crashing; (iii)

modify, translate or reverse translate, reverse engineer, decompile, decode, disassemble, or create derivative works based on the Services and/or documentation related thereto; (iv) circumvent any user limits or other timing or use restrictions or limits that are built into the Services; (v) sell, resell, transfer, assign, distribute, rent, lease, lend, license, sublicense, or grant any rights in the Services or Documentation in any form to any Person without the written consent of the Company or otherwise commercially exploit or make the Services or Documentation available to any third party, other than as expressly contemplated by this Agreement; (vi) remove any proprietary notices, labels, or marks from the Documentation; (vii) create any “links” or “frame” or “mirror” of the Services or any portion thereof; (viii) build a product or service that is competitive with the Service; (ix) copy any ideas, features, functions or graphics of the Services; (x) use the Services or Documentation in violation of applicable laws; or (xi) except as expressly permitted in the Documentation, remove any trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Documentation or through the use of the Services. You will comply with all laws, regulations, policies, procedures, guidelines and ordinances applicable to your business and your use of the Services. You shall be solely responsible and liable for including any disclaimers or other notices with any Client Data (as defined below) that you may deem necessary thereto. The Client shall not at any time, directly or, through third parties, indirectly, (i) approach any influencer of Xemoto for the delivery of the Services or (ii) interfere with the contractual relationship that any influencer has with Xemoto.

- (d) Company Responsibilities. Xemoto will (i) comply with all laws, regulations and ordinances applicable to its business and provision of the Services, and (ii) provide the Services in accordance with the Documentation.
- (e) Confirmation. The Client acknowledges and agrees that the investor leads thresholds will be in accordance with the limits set out on the Payment Page.
- (f) Modification of the Services. We may make changes to the Services and will inform you of any such changes. We may suspend your use of the Services if continued use may result in material harm or be adverse to us or our clients and business partners, and we will inform you of any such suspension. We will limit the suspension in time and scope as reasonably practicable under the circumstances.

2. **Client Data.**

- (a) Client Data. As between the Company and Client, the Client exclusively owns all rights, title and interest in and to all of its data (the “**Client Data**”). The Client shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use the Client Data. Except as provided for herein, the Company does not acquire any rights, title or ownership interest of any kind whatsoever, express or implied, in any of the Client

Data. The Client hereby grants a non-exclusive license and right in or relating to Client Data: (a) to the Company, its subcontractors and personnel as are necessary or useful to provide and perform the Services; and (b) to the Company as is necessary or useful to enforce this Agreement, exercise its rights and perform its obligations hereunder. The Client acknowledges and agrees that the Company may compile, store and use aggregated data and system usage, analytics and diagnostic information to monitor and improve the Services, for the development of new products and services and for any other business purpose. Client hereby grants to Company a non-exclusive, transferable, assignable, irrevocable, worldwide, perpetual license to collect, process and aggregate Client Data and other such above-mentioned learning information and data and create anonymized, aggregated data records and use such anonymized and aggregated data, and all modifications thereto and derivatives thereof ("**Derivative Data**") to monitor and improve the Services, develop new products and services, to understand usage, and for any other business purpose. Since this Derivative Data is no longer associated with the Client, it is not "Client Data" under this Agreement.

- (b) Party's Name and Trademark. Each Party grants to the other Party a royalty free, non-exclusive, non-transferable, worldwide right to use, for the Term, the granting Party's name, brand names, logos and trademark for the other Party's promotional purposes subject to the prior written approval of the granting Party, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, prior written approval is not required for the other Party's use of the granting Party's name and trademark in connection with the other Party's website; at conferences, exhibitions and other events; as part of the other Party's marketing materials; for any investor-related documentation such as annual reports or investor presentations; for any regulatory compliance purposes or in press releases.

3. **Fees.**

- (a) The Client will pay the Company the fees for the Services as set out on the Payment Page (collectively, "**Fees**"). All Fees are non-refundable.
- (b) All harmonized sales taxes, value added taxes, sales taxes or other similar taxes applicable to Fees payable for the Services are in addition to the Fees, and the Client is responsible for all such harmonized sales taxes, value added taxes, sales taxes or other similar taxes. If we are required to pay taxes (other than our income and payroll taxes) in respect of the Services, you will reimburse us for those amounts and indemnify us for any taxes and related costs paid or payable by us attributable to those taxes.

4. **Intellectual Property.** Except as expressly provided herein, this Agreement does not grant either Party any right, title, interest, or license (express or implied) to any property, right or interest of the other Party. All rights not expressly granted by one Party (the "**Former Party**") to the other Party are reserved to the Former Party and its licensors.

5. **Confidentiality.**

- (a) Confidential Information. For the purposes of this Agreement, "**Confidential Information**" means, in respect of a Party, any and all data, information and materials of the Party that are confidential and proprietary information and trade secrets of the Party, including any data, information and/or material which is marked confidential or proprietary, customer lists (but excluding payment data), technology, inventions, systems, operations, facilities, products, services, discoveries, ideas, concepts, research and development, processes, operating procedures, marketing, business and development plans, pricing, policies and financial information.
- (b) Disclosure and Use Restrictions. Neither Party will disclose, reproduce, transfer or use the other Party's Confidential Information; provided, however, that (i) a Party's employees, affiliates, agents, advisors or consultants may access and use the other Party's Confidential Information in connection with providing the Services, provided such persons will comply with the confidentiality provisions of the Agreement; and (ii) either Party may disclose Confidential Information to the extent it must be communicated in response to a court, legislative or administrative proceeding, order or subpoena, provided that the receiving Party, if legally permissible, will use reasonable efforts to notify the other Party (the disclosing Party) prior to disclosure so such Party may seek a protective order, at that Party's sole cost, or otherwise seek to prevent or limit such disclosure. Any Confidential Information of either Party disclosed to the other Party prior to execution of this Agreement will be subject to this Section 5. In the event of a court, legislative or administrative proceeding, order or subpoena relating to the Confidential Information, the receiving Party will cooperate with the disclosing Party and comply with applicable law (all at disclosing Party's expense) with respect to handling of the Confidential Information, including in seeking means to limit the disclosure thereof.
- (c) Exceptions. The restrictions on use or disclosure of Confidential Information will not apply to any information which: (i) is or becomes part of the public domain through no fault of the receiving Party; (ii) was already known to the receiving Party prior to its disclosure; (iii) is lawfully obtained from a third party without obligations of confidentiality; (iv) is independently developed by the receiving Party without reference to any Confidential Information of the other Party; or (v) the disclosing Party agrees in writing that it is free of confidentiality restrictions.
6. **Equitable Relief**. In the event of a breach of any of the provisions of Sections 1(c), 2 (a), 4 or 7 by a Party (the "**Breaching Party**"), it is understood and agreed by the Parties that damages may be impossible to assess and there may be an insufficient remedy for the non-breaching Party, and the non-breaching Party may petition a court of law or equity for injunctive relief, in addition to any other relief or damages which the non-breaching Party may have under the applicable law, including payment of the non-breaching Party's legal fees. The breaching Party agrees that, in the event of any breach of the covenants contained herein, including the provisions of Sections 1(c), 2 (a), 4 or 7, the non-breaching Party shall have the right to seek injunctive relief against the continuing or further breach by the breaching Party. A breach by any affiliates of the breaching Party shall be deemed to be a breach of the breaching Party of any such terms of this Agreement.

7. **Representations and Warranties.** As of the date the Parties have entered into this Agreement, each Party represents and warrants to the other Party as follows and acknowledges that the other Party is relying on such representations and warranties in connection with it entering into the Agreement: (a) it is a corporation, partnership or, as applicable, other entity validly existing and in good standing, in all material respects, under the laws it operates under; (b) it has all necessary corporate power, authority, and capacity to enter into this Agreement and to perform its obligations hereunder; (c) the execution and delivery of this Agreement has been duly authorized by all necessary corporate action on its part; (d) this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation upon the Party, enforceable against it in accordance with the terms hereof, subject however, to applicable bankruptcy, insolvency, and other laws of general application limiting the enforcement of creditor's rights generally; (e) it is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, option, instrument, charter or by-law provision, judgment, decree, order, regulation or rule of any governmental authorities, domestic or foreign, which would be violated, contravened or breached by the performance of its obligations herein or the consummation of the transaction contemplated herein; and (f) neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated to be consummated by the Party hereby, nor the compliance by the Party with any of the provisions hereof will result in a material violation or conflict with any applicable law to which the Party is subject.

8. **Indemnification.**

- (a) Indemnity. Subject to Section 9, Each Party (the "**Indemnifying Party**") shall defend, indemnify, save and hold harmless the other Party (the "**Related Indemnified Party**"), its affiliates and the Related Indemnified Party's and its affiliates' respective directors, officers and employees (collectively, Related Indemnified Party, its affiliates and the Related Indemnified Party's and its affiliates' respective directors, officers and employees are the "**Indemnified Parties**" and each is an "**Indemnified Party**") from and against any and all losses, liabilities, actions, claims, judgments, settlements, damages, costs and expenses, including reasonable fees, expenses and costs of outside and in-house legal counsel (collectively, "**Losses**") incurred or suffered by any Indemnified Party relating to or arising from: (a) any material breach by the Indemnifying Party, or any director, officer, employee, personnel or agent of the Indemnifying Party, of the Indemnifying Party's representations and warranties under this Agreement or, as applicable, any other instrument or document related hereto, including the Signup Sheet and Payment Page; (b) any gross negligence, fraud or willful misconduct, by the Client, or any director, officer, employee, personnel or agent of the Indemnifying Party, relating to this Agreement or any other instrument or document related hereto, including the Signup Sheet and Payment Page; or (c) any material nonfulfillment of any covenants, obligations, undertakings or agreements of the Indemnifying Party in respect of this Agreement.
- (b) Accuracy of Client Information. Client shall defend, indemnify, save and hold harmless Xemoto and its Indemnified Parties from any and all Losses relating to or arising from any inaccuracy or falsity of statements or information provided by Client, or Client's employees, personnel, agents or representatives, to Xemoto or in Client Data provided to Xemoto and provided by Xemoto to third parties as part of

the Services hereunder, whether intentional or unintentional, or caused by action or inaction of the Client or Client's employees, personnel, agents or representatives and only if not caused or created by action or inaction of Xemoto.

- (c) Intellectual Property and Client Data Claims. Without duplication of Sections 8(a) and (b) and subject to Section 8(d) and to Section 9:
- (i) We will defend, indemnify, save and hold harmless the Client, its affiliates and the Client's and its affiliates' respective directors, officers and employees (collectively, the Client, its affiliates and the Client's and its affiliates' respective directors, officers and employees are the "**Client Indemnified Parties**") and each is a "**Client Indemnified Party**") from and against any Losses incurred or suffered by any Client Indemnified Party relating to the Services, including any third party claim that the Services infringe, misappropriate or violate such third party's intellectual property or other contractual rights; and
 - (ii) You will defend, indemnify, save and hold harmless the Company, its affiliates and the Company's and its affiliates' respective directors, officers and employees (collectively, the Company, its affiliates and the Company's and its affiliates' respective directors, officers and employees are the "**Company Indemnified Parties**" and each is a "**Company Indemnified Party**") from and against any Losses incurred or suffered by any Company Indemnified Party relating to our use of Client Data, including any third party claim that use of the Client Data as contemplated hereunder infringe, misappropriate or violate such third party's intellectual property or other contractual rights.
- (d) Cooperation. The obligation to indemnify under this Section 8 is contingent upon: (i) the Indemnified Party notifying the Indemnifying Party in a timely manner in writing, of any claim, reasonably cooperating in the defense and appearing (if it so chooses and at its own expense) through counsel reasonably acceptable to the Indemnifying Party providing the defense; (ii) both Parties shall jointly defend a claim and control the defense jointly; (iii) the Indemnified Party reasonably cooperating, at the expense of the Indemnifying Party, during defense and settlement efforts; (iv) the claim(s) not arising out of any gross negligence, fraud or willful misconduct of the Indemnified Party, as determined by a final, non-appealable judgment or order of a court of competent jurisdiction; and (v) any settlement of a claim not including a financial or specific performance obligation on, or admission of liability by, the indemnified Party against whom the claim is brought.

9. **Disclaimer and Limitation of Liability.**

- (a) Disclaimer. Except for the express warranties contained in this Agreement, none of the Parties make any representations or warranties, express or implied, in fact or in law, including, without limitation, any warranties of title, non-infringement,

merchantability or fitness for a particular purpose in respect of the services such Party renders, and all such representations or warranties are hereby disclaimed.

- (b) Limitation of Liability. to the maximum extent permitted by any applicable law: (i) in no event shall any Party (the "**Former Party**") be liable to any other Party in any manner whatsoever for, indirect, incidental, special, consequential, exemplary, punitive or aggravated damages or losses, howsoever caused, or liability whatsoever arising out of the services or obligations thereunder or otherwise relating to or in connection with this Agreement or the Services, whether in contract, tort (including negligence) or any other statutory or common law basis, notwithstanding that the Former Party has, or its agents, employees or other personnel have, been advised of the possibility of any such damages, losses, or liabilities; and (ii) the maximum aggregate liability of either Party to the other Party in respect of any claim shall not exceed the Fees paid for the applicable Services within the 12-month period immediately preceding the date upon which the claim arose or \$ 10,000.00, whichever is less.

10. **Term and Termination.**

- (a) Term. The term of this Agreement commences on the Effective Date and continues thereafter through to and including the date selected on the Payment Page, unless terminated earlier in accordance with the terms herein (the "**Initial Term**"). After the Initial Term, subject to earlier termination in accordance with the provisions of this Agreement, this Agreement may be renewed for successive one (1) year renewal periods thereafter subject to the termination provisions of this Section 10 (each a "**Renewal Term**" and collectively the "**Renewal Terms**") provided that for each Renewal Term the Company is not in breach of this Agreement prior to such Renewal Term (collectively, the Initial Term and any and all Renewal Terms thereafter are referred to as the "**Term**").
- (b) Termination by Mutual Agreement. During the Term, this Agreement may be terminated by mutual written agreement of the Parties.
- (c) Termination by Either Party. In addition to any other remedies, either Party may terminate the Agreement at any time during the Term: (i) If the registration or listing of the Client's securities is enjoined, terminated, revoked or suspended; if its securities are subject to a registration or listing "stop order;" or if a proceeding is begun for injunction, termination, suspension of such registration or listing, or for a "stop order, or to obtain sanctions or for monetary or other penalties or sanctions such as disgorgement; (ii) the other Party winds up, dissolves, liquidates, or takes steps to do so or otherwise ceases to function as a going concern or is prevented from reasonably performing its duties hereunder; (iii) if the other Party files a voluntary petition in bankruptcy or liquidation or makes an assignment for the benefit of its creditors or attempts to avail itself of any applicable statute relating to insolvent debtors; (iv) an involuntary petition in bankruptcy or liquidation is filed against the other Party or if a receiver or other custodian (interim or permanent) of any of the assets of the other Party is appointed by private instrument or by court order or if any execution or other similar process of any court becomes enforceable

against the other Party or the other Party's assets, or if distress is made against the other Party's assets or any part thereof, and such petition or receiver is not dismissed or stayed within ninety (90) days after such filing, appointment or taking possession; or (v) if the other Party breaches a material representation, warranty, covenant, condition or obligation under the Agreement, and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching Party.

- (d) Effects of Termination. Upon the effective date of expiration or termination of the Agreement: (i) the expiration or termination of this Agreement shall not affect any rights accruing to any of the Parties as of the expiration or termination nor shall it release the Parties from any obligation that may have been incurred as a result of operations conducted under this Agreement; (ii) unless otherwise agreed to by the Parties in writing, all rights and privileges granted to each Party hereunder shall terminate and cease to be valid and each Party shall release the other Party, subject to the completion of ongoing obligations or matters as set forth under this Agreement, including as set out in Section 11(o); (iii) each Party shall immediately return to the other Party all Confidential Information of the other Party or to which the Party had obtained pursuant to this Agreement or, at the sole option of the other Party (as it may direct in writing), destroy all such materials; and (iv) the Client shall pay all outstanding undisputed Fees due and payable to the Company within the prescribed period.

11. **General Terms.**

- (a) Status. The Parties are independent businesses and/or business Persons, and deal with each other on a totally independent basis in respect of this Agreement. The Services and the Parties shall have no agency, joint venture, employer-employee, partnership, fiduciary, or other special relationship. The Parties acknowledge that they are responsible for their own employees, and that each of its employees shall be its own and shall not be employees of the other Party. Each Party hereby acknowledges and agrees that it will not, and has no authority to, enter into any agreement on behalf of or otherwise obligate or bind the other Party.
- (b) Entire Agreement. The entire agreement with respect to the subject matter of this Agreement is contained herein, including, for greater certainty, the Signup Sheet, Payment Page and any agreement, instrument and document referenced herein or delivered hereto or pursuant to the Services, and in all amendments to any of the foregoing as agreed to by the Parties. This Agreement supersedes all other agreements, undertakings, negotiations, and discussions, whether oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other promises, representations, warranties or collateral terms or conditions or collateral or "side" agreements affecting this Agreement.
- (c) Time of the Essence. Time shall be of the essence in all respects of this Agreement and every part thereof.

- (d) Amendment and Waiver. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (regardless of whether similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No investigations made by or on behalf of a Party at any time shall have the effect of waiving or diminishing the scope of or otherwise affecting any representation, warranty, or indemnity made by, or imposed upon the other Party in this Agreement or any document delivered pursuant to this Agreement.
- (e) Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and each Party's respective successors and permitted assigns, as applicable.
- (f) Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (g) Remedies. All remedies provided in accordance with this Agreement are cumulative and are in addition to any and all legal rights of the Parties herein.
- (h) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any principles of conflicts of law, and shall be treated in all respects as an Ontario contract. The Parties consent to the exclusive jurisdiction of the Courts of the Province of Ontario for the purpose of any action or proceeding brought by either of them in connection with or arising out of this Agreement and consent to the venue of such Courts in the City of Toronto in the Province of Ontario. The *United Nations Convention on Contracts for the International Sale of Goods* is expressly excluded from this Agreement to the extent that such laws may apply herein or to any agreement or document hereto and the *Uniform Computer Information Act* does not apply to this Agreement.
- (i) Assignment. Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by the Client without the prior written consent of Company. Any attempt by the Client to assign any of the rights or obligations of this Agreement except as permitted by this Agreement is null and void *ab initio*.
- (j) Notices. All notices between the Parties must be in writing, which shall include in electronic form such as email, and given when delivered to the person at the address below or as otherwise set forth herein:

If to the Company:

Xemoto Media LTD.


77 King St W #2905
Toronto ON M5K 1H1
Canada

Attention: Brandon Mina, CEO
Email: b.mina@xemotomedia.com

- (k) Force Majeure. No Party hereto shall be held liable to the other Party to perform its services or obligations for the other Party where such performance is prevented, delayed, or interfered with by riots, war or hostilities between any nation, acts of terrorism, acts of God, fire, storm, flood, earthquake, epidemic or pandemic, strikes, labor disputes, shortage or delay of carriers, power or other utility services, any governmental restrictions, and/or any other conditions or contingencies beyond the reasonable control of the affected Party. In case of the occurrence of an event of force majeure, the affected Party shall immediately notify the other Party, and the Parties shall discuss appropriate measures to take, including the possibility of termination of this Agreement. Any cessation of obligations under this Agreement shall last only so long as the event of force majeure persists.
- (l) Further Assurances. The Parties shall from time to time execute and deliver all such further documents and do all acts and things as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement, including any collection, disposition, realization or enforcement of any assignment and waiver of rights contemplated hereunder.
- (m) Currency. All dollar amounts referred to in this Agreement, including any Schedules, are in the currency set out in the Payment Page.
- (n) Extended Meaning. In this Agreement: (i) words denoting the singular include the plural and vice versa; (ii) the word "including" shall mean "including without limitation" and the word "includes" shall mean "includes without limitation"; (iii) terms such as "Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions means this client services agreement, together with the Signup Sheet, Payment Page and any agreement, instrument and document referenced herein or delivered hereto or pursuant to the Services (each of which will be included herein by reference), as the foregoing may be amended from time to time in accordance with the provisions hereof; and (iv) the division of this Agreement into separate articles, sections, subsections, paragraphs, subparagraphs, schedules, and appendices, the Agreement's title, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

- (o) Survival. All terms and provisions of this Agreement, which by their nature are intended to extend beyond the expiration or termination of this Agreement, shall remain in full force and effect until fulfilled and/or performed, including the generality of any of the foregoing, the provisions contained in Sections 1 (c), 2 (a) 4, 5, 6, 8, 9, 10(a) and Section 11(a) through to and including this Section 11(o).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

XEMOTO MEDIA LTD.		
		
By:	Brandon Mina, CEO	
	(I have authority to bind the corporation)	