Licensing and Distribution Agreement

This Licensing and Distribution 32wAgreement (this "Agreement") is entered into by and between UNITED WAY COLOMBIA a non-profit organization ("Licensee") and Cloud 9 World Corp., a Florida corporation ("Cloud9World" and together with the Licensee, the "Parties") as of April 1st, 2024.

RECITALS

Cloud9World has developed a Social and Emotional Program and Wellness Suite that teaches character strengths and other personality traits to children through a literacy curriculum using, among other things, the Intellectual Property, including the names "Cloud9World", "Nube9Global" and under the following programs only:

- Let's Learn About Emotions with KIWI Early Childhood Program
- Elementary Core Program
- 21st Century Skills Elementary Program
- Building Great Citizens Elementary Program
- Cognitive Skills Program
- Middle School – Weighing In Program
- High School Connections Program
- Pk-12th Wellness Suite
  All under hosted on the Cloud9World.com eLearning Platform.

A. UNITED WAY COLOMBIA is a non-profit organization who seeks to create a more inclusive society for Colombian children by improving the quality of their education, through different kinds of programs that provide children in vulnerable life situations with better opportunities to develop and succeed.

B. Licensee and Cloud9World desire to enter this Agreement to permit Licensee to use the Licensed Rights to distribute the System in the market of schools in Colombia that are beneficiaries of the licensee. The licensee does not sell the program directly to its beneficiary schools but funds the program through corporate foundations, international and national grants directed to non-profit entities, compensation funds, companies that are part of the United Way network, national and local government entities.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. **CERTAIN DEFINITIONS**.

In this Agreement, the following terms shall have the meanings specified or referred to in this Section 1

i. "Distributed Material" shall mean all books, curriculum, assessments, banners postcards, posters, stickers, buttons, flyers, videos, soundtracks, training materials and all resources on the eLearning platform distributed in connection with the SEL and Mental Health Solutions.

ii. "End User" shall mean a person or entity that desires to acquire the System for its own use, rather than for resale or distribution.

iii. "Commission Rate" means, with respect to each calendar year, Twentynine percent (29%) of Gross Costs.

iv. "Intellectual Property" shall mean those marks and copyright as depicted or set forth on Schedule iv and any other trademark, service mark and commercial symbol, work, written materials, work for hire or other intellectual property specifically designated from time to time by Cloud9World for use by Licensee, as such may be amended from time to time by Cloud9World in its sole discretion without requiring an amendment to this Agreement but which may be (but shall not be required to be) reflected on an amended Schedule iv.

v. "Licensed Rights" means the right to use the Intellectual Property and the SEL and Wellness Suite within the Market.

vi. "Gross Costs" shall mean the total cost of producing and delivering Distributed Material and other products including the Licensed Rights within the Market "Product"), calculated as the greater of (a) actual cost of manufacturing and delivering the Product (regardless of whether Licensee pays such costs) and (b) the reasonable market cost of producing and delivering Product (regardless of whether Licensee pays such costs).

vii. "Manuals" shall mean, collectively, all development and design manuals, operating manuals, training manuals and all accompanying workbooks developed by Cloud9World or a third party and approved by Cloud9World, to implement the SEL and Wellness Suite pursuant to this Agreement, as amended, supplemented, or otherwise modified from time to time by Cloud9World.

viii. "Market" shall mean Colombia specified in Exhibit A and no other market.

ix. "Reserved Platforms" shall include (i) linear transmission by means of all forms of television, including broadcast, cable and satellite and any simultaneous retransmissions of such linear signal via internet, mobile and other digital platforms (including MVPD and OTT platforms); and (ii) non-linear (i.e. on-demand) transmission by means of cable, satellite, internet, mobile and/or other digital platforms, including MVPDs, OTT and SVOD platforms (regardless of whether the devices used to access such platforms are computers, televisions, set-top boxes, handheld devices, mobile phones, gaming devices, or any other types of accessing devices now known or hereafter devised) and for which the viewer is not charged a per program transactional charge to view a particular program; and (iii) similar platforms currently in existence or hereinafter invented.

x. "SEL and Wellness Suite" shall mean (a) all technical procedures, methods and SEL and Wellness Suite used for operation, promotion, dispatch, forms, designs, creativity, talent, programs, computer SEL and Wellness Suite , specifications, quality and service standards, training and orientation programs which constitute the knowledge, creativity, talent and know-how provided to Licensee by Cloud9World under or in connection with this Agreement; (b) all printed, electronic, visual and audio aspects and derivatives of the Licensed Rights, including but not limited to music, video and character selection; (c) all advertising and marketing standards for the uses and presentation of the Intellectual Property and the SEL and Wellness Suite , including such usage in connection with media events, television, radio and print, and coordination of public relations activities; (d) all development and design of curriculum, assessment platform, manuals, operating manuals, training manuals and all accompanying workbooks developed by Cloud9World or a third party and approved by Cloud9World, to

implement the SEL and Wellness Suite, as amended, supplemented, or otherwise modified from time to time by Cloud9World; (e) all Intellectual Property; (f) any other use or display of the Intellectual Property; and (g) all things related to or derivative of any of the foregoing. Notwithstanding anything to the contrary set forth in this Agreement, the SEL and Wellness Suite does not include any use, exploitation or dissemination on the Reserved Platforms, all of which are reserved to Cloud 9 for use throughout the World, including in the Market.

xi. "Coordination System" shall mean the structured framework established by both parties within this agreement to ensure effective communication, collaboration, and management of activities related to this contract. This system includes the designation of responsible Coordinators from each party, the organization and conduct of regular monthly follow-up meetings, and the establishment of protocols for daily communication, problem-solving, and conflict resolution. The Coordination System is designed to facilitate the smooth execution of the contract's objectives, promote transparency, and ensure that both parties remain aligned in their efforts and responsibilities.

2. GRANT OF RIGHTS; SCOPE

i. Grant.

Cloud9World hereby grants to Licensee, upon and subject to the terms and conditions contained in this Agreement, and Licensee hereby accepts, a limited, non-assignable and exclusive right to distribute and license the System in (and only in) the Market.

ii. Scope.

All rights granted herein to Licensee to use the Licensed Rights are limited to the distribution and license of the System for use within the Market. Licensee may not otherwise commercialize or utilize, whether or not for profit, any of the Licensed Rights and the System. Licensee acknowledges that Cloud 9 World may, at any time, directly or indirectly (whether through licensees or in any other manner in conjunction with others) use the System on Reserved Platforms within the Market.

iii. Reservation of Rights.

All rights not specifically granted by Cloud9World hereunder are reserved by Cloud9World. Without limiting the generality of the foregoing, Cloud9World reserves the right to advertise, market and promote the System and to appoint third parties to distribute and license the System worldwide other than in the Market, and the non-exclusive right to advertise, market and promote the System within the Market. Further, Cloud9World reserves the right, in its sole discretion, at any time and from time to time, to modify any or all of the System, without liability of any kind.

i. SEL and Wellness Suite Modification.

During the term of this Agreement, Cloud9World shall be at liberty from time to time to modify the SEL and Wellness Suite so as to ensure that the content, design, standards and quality of customer services provided with respect to the SEL and Wellness Suite, in the sole and exclusive judgment of Cloud9World, meet the requirements of the target markets for the SEL and Wellness Suite.

i. Improvements to SEL and Wellness Suite.

If at any time during the Term of this Agreement, Licensee or any employee or representative thereof, shall invent, discover, or make any improvements to the Intellectual Property, the SEL and Wellness Suite or any ideas, translations, concepts (including their names, logos, designs or content, techniques, manuals, or improvement which may otherwise be applicable to the SEL and Wellness Suite , it shall

promptly disclose to Cloud9World the same, together with all details necessary for a proper understanding of the same, and all such improvements shall be deemed to be Cloud9World's sole and exclusive property and part of the SEL and Wellness Suite , and work made for hire for Cloud9World. To the extent any item does not qualify as a "work made-for-hire" for Cloud9World, by this paragraph, Licensee hereby assigns ownership of that item, and all related rights to that item, to Cloud9World and agrees to take whatever action (including signing assignments or other documents) Cloud9World requests that evidence Cloud9World's ownership, or to help Cloud9World obtain intellectual properties rights in the item.

The translation of the SEL and Wellness Suite as well as the Intellectual Property will be conducted by the Licensee with the cost of such translations to be paid by Cloud9World, except for any specific translation required by the Licensee for its local Market. The Licensee shall have the right to appoint the person(s) that it considers the most qualified to conduct the afore mentioned translation into Spanish. The exploitation rights derived from that translation will be exclusive property of Cloud9World. However, the moral rights of the author will be recognized and respected by the Parties at all times. Any such translation and the cost thereof must be approved by Cloud9World in writing before commencement of such translation. Failure to obtain such advance written approval shall relieve Cloud9World of its obligation to make such payment.

ii. Protection of Intellectual Property in the Market. Licensee will, at its sole cost and expense, protect the Intellectual Property and the SEL and Wellness Suite in the Market including registration of all Intellectual Property set forth on Schedule 2vi or used in the Market. The Licensee, at its sole discretion, can appoint legal representatives to obtain the required protection from the competent authorities in the Market. All costs related to the protection of the Intellectual Property and SEL and Wellness Suite in the Market shall be covered by the Licensee. Cloud9World reserves the exclusive ownership of the Intellectual Property and SEL and Wellness Suite. Cloud9World shall provide the Licensee's legal representatives with all the required information and documentation to request the protection of the Intellectual Property and the SEL and Wellness Suite before the Mexican competent authorities.

iii. Deduction for Cost of Registration of Certain Intellectual Property. Notwithstanding anything to the contrary set forth in Section 2vi, Licensee may deduct from royalties payable pursuant to this Agreement the amounts set forth on Schedule 2vii.

iv. Enforcement of Intellectual Property. The Licensee shall be prohibited from initiating any legal action or any other type of proceeding with respect to protection of the Intellectual Property. The Licensee shall be obligated to notify Cloud9World of any alleged violation of the Intellectual Property, so that Cloud9World may directly take the corresponding legal actions, or delegate them, if applicable.

3. COORDINATION SYSTEM AND MONTHLY FOLLOW-UP MEETINGS

i. Designation of Coordinators:

Each party shall designate a responsible coordinator (the "Coordinator") to oversee and manage all activities related to this contract. The names and contact information of the designated Coordinators from each party must be provided in writing within ten days of signing this contract.

ii. **Monthly Follow-Up Meetings:** The parties agree to hold monthly follow-up meetings to assess progress, resolve any issues, and coordinate future activities. The monthly meetings shall be scheduled at a mutually agreed date and time by the Coordinators of both parties in person or virtually, as agreed upon by the parties.

iii. Responsibilities of the Coordinators: The Coordinators shall be responsible for preparing an agenda for each monthly meeting, which must be shared with the other party at least five days before the meeting.

During the meetings, the Coordinators shall discuss the progress of activities, identify and solve any issues, and plan future actions.

The Licensee's Coordinator must report all implementations related to Cloud9World programs, including material printing, platform use, training, material delivery, press releases, campaigns, and any communications made during the month involving the Cloud9World brand.

iv. Communication and Coordination: The Coordinators shall serve as the main point of contact between the parties and shall be responsible for the daily communication and coordination required for the implementation of this contract. b. Any changes in the designation of the Coordinators must be notified in writing to the other party at least five days in advance.

4. TERM AND TERMINATION

i. Term. This Agreement shall have an initial term beginning on April 1st, 2024 and expiring on March 30th, 2025 (the "Term") unless sooner terminated as provided in this Agreement, the Term will renew for up to two successive periods of one year each, unless one of the Parties gives notice to the other Party of its election not to renew the Term, not less than three (3) calendar months before the end of the Term.

ii. Termination by Parties. Anything contained in this Agreement to the contrary notwithstanding, the Term of this Agreement may be terminated at any time prior to expiration of the Term pursuant to Section 3i of this Agreement:

i. By the mutual consent of Licensee and Cloud9World;

ii. By either Party in the event of any material breach of this Agreement by the other Party and the failure of such Party to cure such breach within thirty days after receipt of notice from the other Party requesting such breach to be cured;

iii. By Cloud9World if Gross Cost do not exceed US$30,000 in the calendar year ending December 31, 2024.

5. MARKETING AND PROMOTION OF PRODUCTS

i. Promotion. Licensee shall use its best efforts to market and promote the System to End Users in the Market, including by: (a) attendance by Licensee at trade shows at which Licensee promotes the System, (b) listing the System in Licensee's product lists and Licensee's other marketing materials, (c) advertising the System in trade journals, magazines, and other appropriate publications, (d) translating and distributing Cloud9World 's press releases and other publicity and sales materials in the Market, and (e) hiring and training sales and administrative personnel in connection with the System.

ii. Marketing Practices. The Licensee acknowledges and agrees that each licensee distributing the System is essential to the operation of the System and that, therefore, it is required to comply with the standards and policies of Cloud9World for uniform handling of the System, as well as comply with the standards and policies of Cloud9World in connection with the use of the Licensed Rights. Licensee will at all times perform hereunder in a professional manner and in accordance with this Agreement and any guidelines issued by Cloud9World. Licensee will: (a) conduct business in a manner that reflects favorably at all times on the System and the good name, goodwill and reputation of Cloud9World; (b) avoid deceptive, misleading or unethical practices that are or might be detrimental to Cloud9World, the System or the public, including but not limited to disparagement of Cloud9World or the System; (c) make no false or misleading representation with respect to Cloud9World or the System; and (d) make no representations with respect to Cloud9World or the System that are inconsistent with Cloud9World's End User license agreement for the System, promotional materials and other literature distributed by Cloud9World, including all liability limitations and disclaimers contained in such materials.

iii. Promotional Materials. Licensee consents to the listing of its business name, address, phone number and web site addresses in such Cloud9World advertising and promotional materials as Cloud9World may determine in its sole discretion, including product literature and Cloud9World's web sites. During the Term of this Agreement, Cloud9World may provide to Licensee promotional materials with respect to System. Licensee may not use the promotional materials for any purpose other than advertising and promoting the System to End Users in the Market.

iv. Permits, Licenses and Compliance with Laws. Licensee will, at its sole cost and expense, obtain all permits and licenses necessary in connection with its performance of this Agreement, and will comply with all applicable laws, rules and regulations in the performance of this Agreement. Without limiting the generality of the foregoing, Licensee will comply with all applicable export laws and laws dealing with corrupt practices. Without limiting the foregoing, Licensee agrees that it will not knowingly export or re-export any System to Country Group Q, S, W, Y, or Z, Afghanistan, or the People's Republic of China unless prior export license or authorization is obtained from the United States Department of Commerce, if so required by U.S. export laws or regulations.

v. Privacy/Data Collection. Licensee will at all times during the Term of this Agreement maintain appropriate technical and organizational measures to protect any End User data that it collects, accesses or processes in connection with this Agreement against unauthorized or unlawful use, disclosure, processing or alteration. Licensee will act only in accordance with all applicable laws, rules and regulations.

vi. Protection of System. In order to protect the reputation and good name of the system, the use of the Intellectual Property, transfer of knowledge, and seeking to maintain the highest operational standards, the Licensee shall use and market the System only in strict compliance with the Manuals, as well as any other written communication issued by Cloud9World. Cloud9World may at any time revise the contents of the Manual and any other aspect of the System, and the Licensee agrees to comply with all such modifications, deletions, additions and updates of the Manuals and/or the System.

vii. The Licensee shall refrain from providing complementary services and discounts. Cloud9World may occasionally authorize complimentary services or discounts, which shall not establish any type of precedent.

6. ACCOUNTING AND TAX

i. For accounting, tax and royalty purposes, the Licensee shall be required to record all of its transactions derived from or in connection with the System, all of which may be reviewed at any time by Cloud9World or by any individual or entity designated by Cloud9World.

ii. The Licensee shall allow access by Cloud9World and/or the person(s) it designates to the computer systems and programs of Licensee used in connection with the System.

iii. The Licensee shall keep all books, accounting records, invoices, sales and purchase records and all accounting, financial and tax information relating in any way to the System for a period of five (5) years. The Licensee shall allow Cloud9World or the person or entity it designates to access the records for inspection and audit of the accounting information, during and after conclusion of the Term.

7. MANUFACTURE AND PRINTING OF DISTRIBUTED MATERIAL

i. Licenses shall be solely responsible for all costs associated with distribution of the System, including all costs of printing, storing and distributing Distributed Material. Licensee shall maintain sufficient stock variety of the Distributed Material at all times so as to meet the reasonable requirements of End Users, without delay.

ii. Licensee may use those suppliers it considers most appropriate in manufacturing Distributed Material to ensure the success of the System within the Market and maintenance of the services and customer service requirements, subject to the quality standards of Licensor. Licensee shall ensure that all Distributed Material is of the high quality associated with the System.

iii. Licensee shall ensure that any manufacturer or printer of Distributed Material gains no rights in any Intellectual Property or the System and that Cloud9World has contractual or other protection concerning the Intellectual Property, warranty disclaimers and limitations of liability under such local law that are as least as stringent as the protection provided by U.S. federal law and the laws of the State of Florida.

8. <u>FEES</u>

i. As consideration for the license of the System, the Licensee shall pay Cloud9World a royalty equal to the Commission Rate Times Gross Costs (Twentynine percent (29%) of Gross Costs), calculated on a calendar year basis, which shall be payable with respect to each calendar quarter within fifteen (15) days after the end of such calendar quarter.

ii. All amounts payable to Cloud 9 under the terms of this Agreement shall be paid in United States currency by wire transfer of immediately available funds in accordance with the instructions set forth on Exhibit 7ii, or such other instructions as are provided by Cloud 9.

iii. All payments to be made to Cloud 9 shall be made in cleared funds, without any deduction, setoff or recoupment, and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority, except as required by law. If Licensee is required to make any

such deduction, it will pay to Cloud 9 such additional amounts as are necessary to ensure receipt by Cloud 9 of the full amount which Cloud 9 would have received but for the deduction or setoff.

iv. The Licensee's obligation to make payments to Cloud 9 is absolute, and shall be made without setoff, recoupment or the like, all of which are waived. The Licensee is not authorized to withhold any payments owed to Cloud 9 for any reason. All amounts payable under this Agreement shall accrue interest at the rate of ten percent (10%), commencing on the date payment is due, until paid to Cloud 9.

9. **END USERS**.

i. Licensee shall take all action reasonably necessary to protect the Intellectual Property and the System within the Market.

ii. Licensee may charge End User for the System at prices determined in Licensee's sole discretion. Licensee may not, however, package the System with any products or services other than the System or charge prices for the System that reflect a discount based on the purchase or license of goods or services other than the System.

iii. There shall be specified in the license agreement or any other document executed with End Users stating that no relationship between the End User and Cloud9World exists. Notwithstanding the foregoing, as between Cloud9World and Licensee, Licensee shall be solely responsible for providing customer support to End Users in the Market. Licensee will notify Cloud9World immediately in the event that it is unable to respond effectively to any End User request.

10. **DATA AND IMPACT STUDIES**

i. Licensee shall, at its own cost and expense, take all action necessary to comply with Cloud9World's then-current data and impact study requirements, which may be amended by Cloud9World in its discretion from time, including hiring a third party vendor reasonably acceptable to Cloud9World to develop and conduct impact studies in connection with Cloud9World's then-current data and impact study requirements.

11. **CONFIDENTIAL INFORMATION**

i. "Confidential Information" Defined. "Confidential Information" includes: (a) the System; (b) any personally identifiable data or information regarding any End User; (c) any and all information disclosed by Cloud9World to Licensee, in whatever format, that is either identified as or would reasonably be understood to be confidential and/or proprietary; (d) any notes, extracts, analyses or materials prepared by Licensee which are copies of or derivative works of Confidential Information or from which Confidential Information can be inferred or otherwise understood; and (e) the terms and conditions of this Agreement. "Confidential Information" does not include information received from Cloud9World that Licensee can clearly establish by written evidence: (x) is or becomes known to Licensee from a third party without an obligation to maintain its confidentiality; (y) is or becomes generally known to the public through no act or omission of Licensee; or (z) is independently developed by Licensee without the use of Confidential Information.

ii. Licensee's Obligations. Licensee will make no use of Confidential Information for any purpose except as expressly authorized by this Agreement. Except as expressly provided in this Agreement, Licensee will not disclose Confidential Information to any third party and will protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. In the event that Licensee is required to disclose Confidential Information pursuant to law, Licensee will notify Cloud9World of the required disclosure with sufficient time for Cloud9World to seek relief, will cooperate with Cloud9World in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure.

12. **DISCLAIMER OF WARRANTIES**. EXCEPT FOR THE EXPRESS WARRANTIES, IF ANY, MADE TO THE END USER IN THE APPLICABLE CLOUD9WORLD END USER LICENSE AGREEMENT, CLOUD9WORLD MAKES NO OTHER WARRANTIES RELATING TO THE PRODUCTS, EXPRESS OR IMPLIED. CLOUD9WORLD DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PRODUCTS OR THE MEDIA ON WHICH PRODUCTS ARE SUPPLIED. LICENSEE WILL MAKE NO WARRANTY, EXPRESS OR IMPLIED, ON BEHALF OF CLOUD9WORLD.

13. **LIMITATION OF LIABILITY**. CLOUD9WORLD'S AGGREGATE LIABILITY TO DISTRIBUTOR UNDER THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT, IS LIMITED TO THE ROYALTY PAYMENT MADE BY LICENSEE FOR THE LICENSING OF THE SYSTEM TO THE END USER WHICH GIVES RISE TO THE CLAIM. IN NO EVENT WILL CLOUD9WORLD BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF CLOUD9WORLD HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

14. **Indemnification By Licensee**. Licensee will indemnify, defend and hold harmless Cloud9World from and against any and all claims, damages and expenses (including reasonable attorneys' fees and costs of litigation) by any third party resulting from any acts or omissions of Licensee relating to its activities in connection with this Agreement, Licensee's breach of this Agreement, or Licensee's misrepresentations relating to Cloud9World, the System or this Agreement, regardless of the form of action. Licensee will be solely responsible for any claims, warranties or representations made by Licensee or Licensee's representatives or agents which differ from the warranties provided by Cloud9World in the applicable End User license agreement.

15. **Infringement**. Cloud9World agrees to defend or, at its option, settle any claim or action against Licensee to the extent arising from a third party claim that a permitted use of a System by End Users infringes any U.S. patent or copyright, provided Cloud9World has control of such defense or settlement negotiations and Licensee gives Cloud9World prompt notice of any such claim and provides reasonable assistance in its defense. Cloud9World will not be liable under this Section if the infringement arises out of Licensee's activities after Cloud9World has notified Licensee that Cloud9World believes in good faith that Licensee's activities will result in such infringement. The foregoing states the entire liability of Cloud9World with respect to infringement of intellectual property rights.

16. **Cloud9World Support**. Cloud9World shall offer Licensee technical training for the System from time to time upon reasonable request from Licensee at Cloud9World's then-current charges for such training. All training will be at Cloud9World's offices unless Cloud9World, in its sole discretion, agrees to offer training at another location. Except with respect to the initial training session conducted at the commencement of this Agreement, Licensee shall pay all travel, food, lodging, and other costs incurred by its personnel or by Cloud9World in connection with such training, including but not limited to travel and related expenses.

17. **Relationship of Parties**. This Agreement does not constitute either Party the agent of the other, or create a partnership, joint venture or similar relationship between the Parties, and neither Party will have the power to obligate the other in any manner whatsoever. Licensee acknowledges and agrees that its relationship with Cloud9World is that of an independent contractor, and Licensee will not act in a manner that expresses or implies a relationship other than that of an independent contractor. Cloud9World and Licensee acknowledge and agree that: (a) Licensee is permitted to promote and sell products and services of companies other than Cloud9World; (b) Licensee is not required to promote Cloud9World products or services exclusively; and (c) Licensee's decision to devote all or some of its business efforts to the products or services of any particular company is solely in the discretion of Licensee.

18. Licensee's Obligations Upon Termination or Expiration. Upon expiration of the Term of this Agreement for any reason, Licensee's right to use the Licensed Rights or distribute the System will terminate immediately. In addition, Licensee will: (i) promptly upon demand therefor by Cloud9World and, in any event, not later than the scheduled due date thereof after any such event, pay any and all other Fees and amounts due and owing to Cloud9World under this Agreement; (ii) return to Cloud9World all materials containing any Confidential Information, including, without limitation, the Manuals; and (iii) comply with other applicable provisions of this Agreement.

19. Miscellaneous.

i. Notices.

Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications (collectively "Notices"), required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing and personally delivered, or sent by facsimile, electronic mail, or by a recognized overnight courier service, or by registered mail, postage prepaid, return receipt requested, addressed to the Party to be so notified as follows:

If to Licensee, to:

Attention: Cristina Guitérrez de Piñeres Scarpetta
United Way Colombia
Calle 72bis No. 6-44
Bogotá, Colombia
Phone #: (57)3102135296
Email: cgutierrez@uwcolombia.org

If to Cloud9World, to:

Andrea Nachtigall
Cloud 9 World Corp.
50 Shore Drive
Miami, FL 33133
Facsimile No.: (855) 764-3548
Email: andrea@cloud9world.com

With a copy (which shall not constitute notice), to:

James P. S. Leshaw
Email: Jim@LeshawLaw.com

Notices shall be deemed received on the date of delivery if personally delivered, two (2) business days after sending if sent by facsimile, electronic mail or overnight courier service, or seven (7) business days after sending if sent by registered mail.

ii. Severability.

Except as expressly provided to the contrary elsewhere herein, each section, part, term and/or provision of this Agreement shall be considered severable and shall be construed as independent of any other section, part, term and/or provision of this Agreement. If, for any reason, all or any part of any section, part, term and/or provision herein is held to be invalid, unenforceable, or in conflict with any applicable law by a court or properly convened arbitrators having valid jurisdiction in an unappealed final decision to which Cloud9World is a party or by which Cloud9World may be bound, such shall not impair the operation of, or have any other effect upon, any other section, part, term and/or provision of this Agreement as may remain otherwise valid and enforceable, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid sections, part, terms and/or provisions shall be deemed limited by construction in scope and effect to the minimum extent possible to render the same valid and enforceable.

iii. Third Party Beneficiary.

No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any client, customer, affiliate, insurer, lender, shareholder, partner, officer, director, employee or agent of any party hereto, or in any other person, and all terms and provisions hereof shall be personal solely among the parties to this Agreement and their proper successors and assigns.

iv. Waivers and Amendments.

No failure by any Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement, and no breach thereof, shall be waived, altered or modified except by written instrument signed by the party to be charged therewith. No waiver of any breach of any covenant, agreement, term or provision of this

Agreement shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect. Neither Party will waive or impair any right, power, or option this Agreement reserves (including, without limitation a party's right to demand exact compliance with every term, condition and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires) because of any custom or practice at variance with this Agreement's terms; a Party's failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement; or a Party's acceptance of any payments due from the other after any breach of this Agreement. Except for indemnification obligations hereunder, the Parties waive to the fullest extent permitted by law any right to or claim for any punitive, exemplary or multiple damages against the other and agree that, in the event of a dispute between Licensee and Cloud9World, the Party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains.

v. Limitation on Claims.

Except for claims arising from Licensee's nonpayment or underpayment of amounts Licensee owes Cloud9World or its Affiliates, any and all claims arising out of or relating to this Agreement or Cloud9World's s relationship with Licensee will be barred unless a proceeding is commenced within one (1) year from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claim.

vi. No Warranties or Guarantees.

Cloud9World makes no warranties or guarantees upon which Licensee may rely, and assumes no liability or obligation to Licensee, by providing any waiver, approval, consent or suggestion to Licensee in connection with this Agreement, or by reason of any delay, or denial of any request therefor. Licensee, in executing this Agreement, has not relied upon any representation or warranty of Cloud9World that distribution of the System will be successful, or that any specific level of profit will be achieved.

vii. Expenses.

Except to the extent otherwise provided herein, each Party will bear its own costs, expenses and fees, including, without limitation, the fees and expenses of their respective legal counsel, in connection with the negotiation, preparation and execution of this Agreement, and in connection with all due diligence reviews and investigations conducted by such party prior to the execution of this Agreement.

viii. Headings.

The section and other headings contained herein are for convenience of reference only, and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

ix. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall constitute original signatures.

x. **Survival**. Expiration of the Term or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement.

xi. **Assignment**. Neither this Agreement nor any rights or obligations of Licensee hereunder shall be assignable or transferable by Licensee, in whole or in part, by operation of law or otherwise, without the prior written consent of Cloud9World, except as expressly provided in this Agreement. Any attempted assignment, subcontract or other transfer of this Agreement or any of Licensee's rights or obligations hereunder will be void ab initio and will be considered a material breach of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

xii. **Governing Laws; Attorneys' Fees**. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida, U.S.A., without regard to its conflict of laws principles.

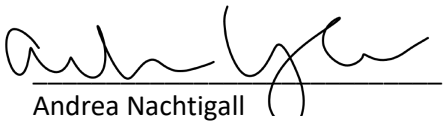
xiii. **Dispute Resolution/Arbitration**. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. All disputes shall be heard by a single arbitrator. The place of arbitration shall be Miami, Florida, United States of America. The language of the arbitration shall be English. The arbitrator shall be a U.S. commercial lawyer experienced in international transactions.

20. **Equitable Relief**. Licensee acknowledges that any breach or threatened breach of this Agreement involving an unauthorized use of Confidential Information or Cloud9World intellectual property will result in irreparable harm to Cloud9World for which damages would not be an adequate remedy, and therefore, in addition to its rights and remedies otherwise available at law, Cloud9World will be entitled to seek injunctive or other equitable relief, as appropriate, and Licensee hereby waives the right to require Cloud9World to post a bond. If Cloud9World seeks injunctive or other equitable relief in the event of a breach or threatened breach of this Agreement by Licensee involving an unauthorized use of Confidential Information or Cloud9World intellectual property, Licensee agrees that it will not allege in any such proceeding that Cloud9World's remedy at law is adequate. If Cloud9World seeks any equitable remedies, it will not be precluded or prevented from seeking remedies at law, nor will Cloud9World be deemed to have made an election of remedies.

21. **Entire Agreement; Waiver**. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and terminates all other prior commitments, arrangements or understandings, both oral and written, between the Parties with respect thereto. This Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either Party, their agents or employees, but may be waived only by an instrument in writing signed by an officer of the waiving Party. No waiver of any provision of this Agreement on one occasion shall constitute a waiver of any other provision or of the same provision on another occasion.

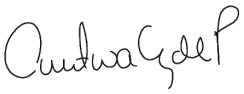
IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

By Cloud 9 World Corp.



Andrea Nachtigall
CEO

By United Way Colombia



Cristina Gutiérrez de Piñeres Scarpetta
Executive Director

VoBo: 

United Way- Cloud9World 2024 (1)

Informe de auditoría final 2024-07-18

Fecha de creación:	2024-07-17
Por:	Fundación United Way Colombia (avillamizar@uwcolombia.org)
Estado:	Firmado
ID de transacción:	CBJCHBCAABAA2CdQBdX4MG9nrOmHfdyWAoLBhB6KIeq4

Historial de “United Way- Cloud9World 2024 (1)”

Fundación United Way Colombia (avillamizar@uwcolombia.org) ha creado el documento.
2024-07-17 - 21:18:59 GMT- Dirección IP: 186.154.37.79.

El documento se ha enviado por correo electrónico a dsanchez@uwcolombia.org para su firma.
2024-07-17 - 21:19:04 GMT

dsanchez@uwcolombia.org ha visualizado el correo electrónico.
2024-07-17 - 21:20:15 GMT- Dirección IP: 186.86.32.80.

El firmante dsanchez@uwcolombia.org firmó con el nombre de Diana Carolina Sánchez
2024-07-17 - 21:21:04 GMT- Dirección IP: 186.86.32.80.

Diana Carolina Sánchez (dsanchez@uwcolombia.org) ha firmado electrónicamente el documento.
Fecha de firma: 2024-07-17 - 21:21:06 GMT. Origen de hora: servidor.- Dirección IP: 186.86.32.80.

El documento se ha enviado por correo electrónico a cgutierrez@uwcolombia.org para su firma.
2024-07-17 - 21:21:08 GMT

cgutierrez@uwcolombia.org ha visualizado el correo electrónico.
2024-07-17 - 21:23:38 GMT- Dirección IP: 88.1.16.45.

El firmante cgutierrez@uwcolombia.org firmó con el nombre de Cristina Gutierrez
2024-07-18 - 10:06:58 GMT- Dirección IP: 88.1.16.45.

Cristina Gutierrez (cgutierrez@uwcolombia.org) ha firmado electrónicamente el documento.
Fecha de firma: 2024-07-18 - 10:07:00 GMT. Origen de hora: servidor.- Dirección IP: 88.1.16.45.

Documento completado.
2024-07-18 - 10:07:00 GMT

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