AGREEMENT

THIS AGREEMENT is made on the 9th day of August 2021

BETWEEN:

EDVISOR TECHNOLOGIES INC, CRA 843046780 trading as Edvisor **("EDVISOR")**

Located at the following premises:
550 Burrard St #2900, Vancouver, BC V6C 0A3

AND:

Londonist, XEXX010101000 trading as **("Londonist")**.

Located at the following premises:
5 Great James Street, London, WC1N 3DB

1. BACKGROUND

1.1 EDVISOR is an online business-to-business marketplace for international education. Service Providers list their offerings on EDVISOR so that third-party education resellers ("education agents") using EDVISOR can search, create proposals for students, book, and pay for their offerings.

1.2 Londonist is a provider of accommodation and has selected EDVISOR as their primary distribution and resell channel to education agents.

1.3 EDVISOR agrees to distribute and resell Londonist's accommodation offerings through its network of education agents intending to sell directly to students abroad or traveling abroad to study.

2. DEFINITIONS

2.1 In this Agreement, unless the context otherwise requires, the following terms have the following meanings:

2.1.1 "accommodation Offerings" means any and all student accommodation products sold by Londonist and

2.1.2 "Agreement" means this agreement, as amended from time to time;

2.1.3 "Term of this agreement" means the period commencing on the date of this agreement and continuing until the date when this Agreement is terminated pursuant to clause 8.

2.1.4 Master Agent functionality means the ability to distribute and resell partners accommodation offerings to students through other businesses.

2.1.5 Pay by invoice feature means an accommodation policy is created and [Partner] will invoice EDVISOR in monthly arrears instead of requiring payment at the time of policy creation.

2.1.6 Covered Student means a student to whom Londonist supplies accommodation offerings under this agreement.

2.1.7 Edvisor Agents means a third-party educational reseller ("education agent") that is registered to EDVISOR's platform.

2.1.8 Premiums means the amount that the Student is obliged to pa*y* in order to obtain the benefits of Londonist accommodation Offerings. The Premium applicable as at the date of this agreement is set out in the 'Commercial Terms' detailed below.

2.1.9 Net Commission: means the base commission of Londonist accommodation offerings offered by Londonist to EDVISOR.

2.2.0 Edvisor Agent Pricing: means the pricing of Londonist accommodation offerings offered by EDVISOR to Edvisor Agents.

2.2.1 Gross Pricing: means the pricing of Londonist accommodation offerings offered by Edvisor Agents to students.

3. NET PRICING AND PAYMENT

3.1 Londonist agrees to the Net Commission and Edvisor Agent Pricing in accordance with the 'Commercial Terms' detailed below.

3.2 Londonist agrees that EDVISOR will set Edvisor Agent Pricing and the suggested Gross Pricing.

3.2 EDVISOR will remit net payment of each booked accommodation policy to Londonist monthly, within 1 days before student travel at the end of each relevant month.

3.3 During the term of this Agreement, Londonist will provide EDVISOR a Londonist account login to register bookings or enable its clients (who will access through API or similar mechanism) via the EDVISOR booking platform.

3.4 Education Agents will pay via credit card to EDVISOR using custom built technology integrations to EDVISOR systems. Londonist will not have access to client financial information.

4. OBLIGATIONS OF Londonist

4.1 Londonist is solely responsible for any and all claims and amenities related to Londonist accommodation Offering sold to Covered Students. For greater clarity, under no circumstances will EDVISOR or Edvisor Agents be responsible for claims, accomodation, or any other liability related to Londonist accommodation Offering sold to Accommodation

Students.

4.2 Londonist agrees to:

4.1.1 Provide Edvisor with regular and timely updates on changes to fees, promotions, terms or booking conditions of accommodation Offerings;

4.1.2 Promptly process prospective student bookings submitted and issue a policy letter within two (2) business days of accommodation Partner's receipt of such bookings;

4.1.3 Allow Edvisor to promote and recruit into all accommodation offerings available to international students;

4.1.4 Acknowledge receipt of bookings via an email to Edvisor or through other mutually agreed-to mediums, including, but not limited to, the Edvisor Platform;

4.1.5 Provide a single point of contact for the Edvisor booking teams

5. GEOGRAPHIES AND EXCLUSIVITY

5.1 Londonist agrees to work exclusively through Edvisor to facilitate distribution and resell of accommodation OFFERINGS to Education Agents based in the entire world.

For greater clarity, Londonist agrees to:

5.1.1 Not engage, work directly or indirectly with, Edvisor Agents in worldwide other than to facilitate this agreement.

5.1.2 Promote Edvisor to all direct recruiting relationships with Education Agents worldwide.

5.1.3 Exclusively accept accommodation bookings from Education Agents worldwide that work with both Londonist and Edvisor through Edvisor.

5. MARKETING

5.1 Londonist will provide relevant marketing material containing information about their offerings for distribution to Edvisor Agents.

5.2 Londonist gives EDVISOR the right to use Londonist's logos and relevant materials for EDVISOR marketing and promotion. EDVISOR agrees to accurately reproduce Londonist's logos and follow any brand guidelines and any conditions that Londonist may have in place.

6. SERVICING

6.1 Londonist as the supplier of the accommodation Offerings to Students, will own the relationship with accommodation students and will directly service accommodation students registered with Londonist.

6.2 Londonist as the supplier of the accommodation Offerings, will manage and process all policy, product related queries and claims for Students in relation to Londonist accommodation offerings.

6.3 EDVISOR, as the distributor and reseller of Londonist' accommodation Offerings to Edvisor Agents, will support and address queries of Edvisor Agents in relation to Londonist accommodation offerings.

6.4 EDVISOR, as the distributor and reseller of Londonist accommodation offerings to Edvisor Agents, is responsible for setting net and gross prices offered to Edvisor Agents, providing marketing materials, and generally supporting Edvisor Agents in the sale of Londonist accommodation offerings to students.

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7. CONFIDENTIALITY AND PRIVACY

7.1 Each party agrees to protect any confidential information of the other party and not to disclose such information to a third party, improperly or illegally acquire or misuse the confidential information, without the prior written consent of the other party.

7.2 When collecting, storing, disclosing and otherwise handling the personal information of individuals, both parties will comply with all of their obligations under applicable privacy laws, regulations and codes, including but not limited to the *Privacy Act 1988* (Cth) and any other privacy laws that the parties are required to comply with.

7.3 Londonist continuously warrants to EDVISOR that it has sufficient and reasonable data protection and data recovery systems in place, and that it has complied with the aforesaid legislation.

7.4 Clause 5.1 survives the termination of this Agreement.

8. INDEMNITY & LIABILITY

8.1 EDVISOR indemnifies Londonist against all liabilities, losses, expenses, damages and costs ("Loss") suffered or incurred by Partner, arising out of but not limited to:

8.1.1 Any breach of this Agreement (including a warranty) by EDVISOR;

8.1.2 Any unlawful act or omission by EDVISOR; and

8.1.3 Any negligent, misleading, false or deceptive conduct of EDVISOR.

8.2 Londonist indemnifies EDVISOR against all Loss suffered or incurred by EDVISOR, arising out of but not limited to:

7.2.1 Any breach of this Agreement (including a warranty) by Londonist;

7.2.2 Any unlawful act or omission by Londonist; and

7.2.3 Any negligent, misleading, false or deceptive conduct of Londonist.

8.3 Each party will not be liable for any indirect, incidental or special Loss suffered or incurred by any person, arising out of or in connection with this Agreement. Subject to applicable laws and except as regards an obligation to pay any outstanding commission, the aggregate liability of either party arising out of or in connection with this Agreement will not exceed 3 times the commission amount that EDVISOR has earned over the most recent 3 months.

8.4 This clause 7 survives the termination of this Agreement.

9. **TERM & TERMINATION**

9.1 Unless terminated in accordance with this Agreement, this Agreement terminates 2 years after the signing of this agreement.

9.2 Unless terminated earlier in accordance with this Agreement or the parties agree otherwise in writing, this Agreement will renew under the same terms in successive 12-month periods.

9.5 If either EDVISOR or Londonist has materially breached any of the terms and conditions of this Agreement, then that party may issue a breach notice in writing to the other party requiring them to remedy the issue within 14 days. If the breach remains unremedied at the end of that period, the non-breaching party may terminate this Agreement immediately. Such notice of termination will be provided in writing.

9.6 Subject to those clauses of this Agreement stated to survive its termination, in the event of any termination EDVISOR or Londonist, each party will:

8.6.1 Cease performing its duties under this Agreement immediately and return all materials, logins and access provided by either party.

8.6.2 Reconcile any outstanding financial matters including

(a) EDVISOR will pay Londonist for any outstanding accommodation policies that have been booked, but not yet invoiced by Partner.

(b) Londonist will pay EDVISOR for any commision not yet reconciled.

10. GENERAL

10.1 Jurisdiction: This Agreement is governed by the laws of British Columbia, Canada and the parties submit to that jurisdiction for the resolution of any disputes arising in relation to this Agreement.

10.2 Severability: If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

10.3 Variation and waiver: provision of this agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

10.4 Construction: no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

10.5 Entire Agreement: this agreement and the schedules to it constitute the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

10.6 No partnership: nothing contained or implied in this agreement constitutes a party the partner, agent or legal representative of another party for any purpose or creates any partnership, agency or trust, no party has any authority to bind another in any way.

10.7 Assignment: Londonist may not assign or otherwise deal with its rights under this agreement or allow any interest in them to arise or be varied in each case, without the consent of EDVISOR.

10.8 Currency: all amounts payable under this agreement must be paid in United States Dollars (USD) and a reference to $ or dollars is to United States Dollars (USD).

Executed by the parties:

Executed by **EDVISOR, CRA843046780**

.....	.....
Signature of Director	Signature of Director or Secretary
.....	.....
Print full name	Print full name

Executed by **Londonist, XEXX010101000**

.....	.....
Signature of Director	Signature of Director or Secretary
.....	.....
Print full name	Print full name

Commercial Terms

Signing bonus: 5.000 USD paid by Londonist on 30th December 2019

Londonist agrees to provide its full accommodation offerings to Edvisor for distribution and commercialization through Edvisor's Accommodation Marketplace with the net price agreement as detailed in Edvisor-Londonist Net Price Agreement (30/7/21). All net prices include any applicable taxes.