

Fuelled+ Terms and Conditions of License Agreement

1.0 Interpretation: In these terms and conditions, the following definitions apply:

Agreement: these terms and conditions along with the corresponding Order.

Commencement Date: the date on which payment is received from the client for the Order (Payment Date).

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party in connection with this Agreement which is either labeled as confidential or would be regarded as confidential by a reasonable business person.

Force Majeure Event: any acts, events, omissions or accidents beyond the reasonable control of the affected party, including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, accident, breakdown of plant or machinery, fire, flood, storm, any restriction or measures imposed in connection with a pandemic, epidemic, public health emergency, act of God, war, riot, civil commotion, malicious damage, compliance with any law or acts of any governmental or local or other duly constituted authority order, rule, regulation or direction, or default of suppliers or sub-contractors.

Governing Jurisdiction: Calgary, Alberta Canada

Intellectual Property Rights: Patents, patent applications, know-how, trademarks, trademark applications, trade names, registered design, copyright, database rights or other similar intellectual property rights whether registered or unregistered, created, developed, subsisting or used in connection with this Agreement and whether in existence at the Commencement Date or created in the future in any part of the world.

Payment Date: the date by which payment of the Price must be made as expressly set out in the Order or if no such provision is made in the Order or for any other invoices relating to this Agreement such date as is determined in accordance with clause 3.

Price: the price payable by the Client for the Services as is set out on the Order.

Services: the Subscription services, the full details of which are set out in Order.

Subscription: access to the Website to which the subscription is linked, as detailed in the Order.

Website: the Fuelled+ website to which the Subscription is linked as detailed in the Order.

Basis of contract

1.1 The Client's delivery of an Order to Fuelled+ constitutes an offer to purchase Services pursuant to and in accordance with this Agreement. The Client shall have the right to cancel or amend any Order delivered to Fuelled+.

1.2 This Agreement constitutes the entire agreement between the parties and replaces and supersedes all other prior oral and written agreements. Unless otherwise agreed in writing, any Client conditions of contract which are included with any acknowledgement of the Order, invoice or any other documentation along with any other terms that the Client may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing are expressly excluded from this Agreement and shall not be deemed to become part of same by virtue of 's delivery of the Services or otherwise.

Subscription

2.1 The Subscription is for a term of either month to month or twelve (12) months.

2.2 The Client may cancel the Subscription at any time and in such event the provisions of clause 9 shall apply.

2.3 Subscription will auto-renew unless canceled in accordance with clause 4.4.

2.4 Fuelled+ shall, at its sole discretion, have the right to make any changes to the Website which (i) are necessary to comply with any applicable law; or (ii) do not materially affect the nature or quality of the Services.

2.5 Fuelled+ shall have the right to vary the location, content, layout, frequency and format of the Website and any Publications at any time and any such variation shall in no way relieve the Client of its obligation to pay the Price.

2.7 Fuelled+ will take reasonable endeavors to ensure the Website is available twenty four (24) hours a day however reserves the right to make the Website unavailable at any time or

to restrict access to parts or all of it without notice. The Client shall not be entitled to any refund unless the Website is unavailable for a period greater than seven (7) days and such unavailability is not as a consequence of default on the part of the Client.

Price and payment

3.1 The Client shall pay the Price in accordance with this clause.

3.2 The Price is exclusive of any and all applicable taxes.

3.3 Fuelled+ shall send invoices to the Client's billing address, which may be an e-mail address, as set forth in the Order. The Client shall pay all invoiced amounts in accordance with the terms set out in the invoice. The Client shall make all payments in the currency detailed in the Order. Pre-payment may be required at 's discretion and any such requirement will be detailed in the Order. For the avoidance of doubt, failure to pay the Price in accordance with this Agreement will constitute a material breach on behalf of the Client.

3.4 The Client shall pay interest on all late payments, calculated daily and compounded monthly, at the rate of 1% per month on all amounts outstanding for more than 30 days from the date of the invoice.

3.5 Fuelled+ reserves the right to suspend access to the Services in the event of late payment of any amounts due under this Agreement until such amounts are paid in full.

Auto-Renewal

4.1 The Subscription shall auto-renew every month for a further month or every twelve (12) months for a further twelve (12) month period, depending on billing cycles chosen, unless canceled in accordance with this clause.

4.2 Fuelled+ reserves the right to increase the Price at auto-renewal, provided that it shall notify the Client forty five (45) days prior to the auto-renewal date in the event the Price shall increase by more than ten per cent (10%) of the Price paid for the expiring term.

4.3 The Client may advise at any time of a reduction nature of the subscription, as long as the number of listings is within the parameters of the Order's specifications, and such reduction shall be taken into consideration upon assessment of the auto-renewal Price.

4.4 In the event the Client wishes to cancel auto-renewal it shall provide with a minimum of thirty (30) days notice prior to the expiry of the current term. In the event the Client cancels less than thirty (30) days prior to expiry of the current term fifty per cent (50%) of the Price applicable for the renewing term shall be payable.

Indemnity & Liability

5.1 Nothing in this agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; or any other liability which cannot be excluded or limited by applicable law.

5.2 Notwithstanding any other provision in this agreement to the contrary, each party shall each be responsible for and shall save, defend, indemnify and hold harmless the other from and against any and all liability howsoever arising and whether in contract, tort (including negligence or breach of statutory duty), or otherwise at law and whether or not foreseeable at the commencement date in respect of its own consequential or indirect losses, loss of business, profits, goodwill and/or similar losses arising from, relating to or in connection with the performance or non-performance of this agreement.

5.3 The client shall indemnify and hold harmless from and against all claims, demands, losses, damages or cost (including legal fees) expenses and liabilities in respect of or arising out of any claim that the client advertisement and/or the event materials infringe upon a third party's intellectual property rights and/or the distribution, handling, advertising, use of, or anything relating to, the event materials or client advertisement has caused a third party to suffer loss or damage.

5.4 Fuelled+'s total cumulative liability whether in contract, tort (including negligence or breach of statutory duty), or otherwise at law, arising out of or in connection with the performance, contemplated performance or non-performance of this agreement shall be limited to the price.

Intellectual property rights

6.1 Unless expressly agreed in writing, does not assign, license or transfer to the Client any Intellectual Property Rights or any goodwill relating to any Intellectual Property Rights owned by , which shall remain the sole and exclusive property of Fuelled+ .

6.2 Intellectual Property Rights in the Website and the Fuelled+ Publications shall remain at all times the property of (or its licensors, as applicable).

Confidentiality

7.1 All confidential information supplied by one party to the other in connection with this Agreement shall, save to the extent required by any applicable law or regulation, be held in strictest confidence by the receiving party and shall not be used, reproduced, copied or disclosed to any third party by the receiving party except for use for the purposes of this Agreement. This obligation shall remain in full force and effect for a duration of 2 years from completion of the Services.

7.2 These restrictions shall not apply to information which (if) at the time of disclosure is, or which after disclosure becomes, part of the public domain other than by a breach of this Agreement; or (ii) the receiving party can show was in its possession and not under any obligation of confidentiality, prior to disclosure; or (iii) is or lawfully becomes available from a source having the right to disclose the same; or (iv) the receiving party can show has been developed by or for the receiving party at any time independently of the information disclosed to it by the disclosing party; or (v) is required to be disclosed by law, by any governmental or other regulatory authority (including, without limitation, any applicable listing authority or securities exchange), or by a court or other authority of competent jurisdiction.

Termination

8.1 Without limiting its other rights or remedies set out in this Agreement, Fuelled+ may terminate this Agreement with immediate effect by giving written notice to the Client if:

- a) the Client commits a material breach of any term of this Agreement and (if such a breach is remediable) the Client fails to remedy that breach within 7 days of being notified in writing to do so;
- b) the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors or being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- c) the Client's financial position deteriorates to such an extent that in 's opinion the Client's capability to adequately fulfill its obligations under this Agreement has been placed in jeopardy

The Client accepts that any termination of this Agreement pursuant to this clause shall not entitle the Client to any refund (in whole or in part) of the Price already paid.

8.2 Without limiting its other rights or remedies, Fuelled+ may terminate this Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this agreement on the due date for payment or fails to pay all outstanding amounts within 30 days after being notified in writing to do so.

Consequences of termination

9.1 On termination of this Agreement for any reason:

- a) the Client shall immediately pay to all of its outstanding unpaid invoices including any interest and, in respect of any remaining Subscription period for which no invoice has been submitted, shall submit an invoice, which shall be payable by the Client immediately on receipt;
- b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and
- c) any other provision which expressly or by implication survives termination shall continue in full force and effect.

Force majeure

10.1 If either party is prevented or delayed from complying with all or part of its obligations, except the Client's obligation to reimburse Fuelled+, as a direct result of a Force Majeure Event, delay in performing such obligations shall not be considered a breach and that party shall be relieved from such obligation for so long as it is prevented or delayed by the Force Majeure Event (but not for any longer period). A party seeking to rely on the provisions of this clause shall notify the other party without delay of the occurrence of the Force Majeure and its termination. may terminate this Agreement if it can be demonstrated that any delay that is a direct result of a Force Majeure Event shall cause an adverse effect on any Website, Publication or Event.

10.2 If this Agreement is terminated pursuant to this clause, the Client will only be responsible for the Price outstanding at the time of such termination plus any non-cancellable third party costs, which shall become immediately due and payable.

General

11.1 No amendment to or waiver of this Agreement shall be binding on either party unless it is reduced to writing and signed by an authorized representative of the parties.

11.2 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

11.3 Neither party may assign or sub-let this Agreement in whole or in part or any right deriving from this Agreement without the prior written consent of the other.

11.4 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties. Neither party shall act nor describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.

11.5 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by email to the email address as is set out on the Order.

Governing law & Jurisdiction

12.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of the Governing Jurisdiction.

12.2 The parties submit to the exclusive jurisdiction of the courts of the Governing Jurisdiction in connection with matters concerning this Agreement.