PizzzAR / QiiQ-XR Service Provision Agreement

Between

Ecocarrier Inc. duly organized under the laws of Ontario, Canada with reg. no. 1269570, having its registered office at 30 East Beaver Creek Road, Unit 209, Richmond Hill, Ontario, Canada L4B 1J2, GST No. 871945895, represented by Carl KS Teo, CEO & President, hereinafter referred to as "PROVIDER" or "Ecocarrier"

and

COMPANY, organized under the laws of _____ with reg. no. _____, having its registered office at _____, VAT. No. _____, represented by _____ – _____, hereinafter referred to as "CLIENT"

Collectively referred to as the "Parties" and individually as a "Party", "Provider" and/or "Client",

WHEREAS

A. Ecocarrier designs, develops, produces, provides and supports cloud-based mobile digital services in worldwide markets.

B. CLIENT is an established provider of consultancy service, managed services and distribution and support services in certain markets defined according to geography and/or industry space.

C. The Parties intend to cooperate with each other to propagate the social edification notions of Ecocarrier and to promote the managed mobile digital services of Ecocarrier in certain market space described in this Agreement.

D. Personal Data Processing Addendum (PDPA) is an integral part of this Agreement.

E. Schedules A, B, C, D, E, and F are integral parts of this Agreement.

Interpretation, Incorporation of Documents and Controlling Provisions

(a) A reference to any Party to this Agreement or any other agreement or document shall include such Party's successors and permitted assignees.

(b) The Addendum and Schedules are part of this Agreement and are incorporated herein by this reference.

In case of contradiction between provisions of this Agreement and its Schedules the provisions of the Schedules shall prevail.

NOW THEREFORE, the Parties agree as follows:

1   Definitions

1.1   In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"360 VR" means Virtual Reality Production with 360 View of the scene without the use of a VR Glass or HMD

"Agreement" shall mean this PizzzAR / QiiQ-AR Service Provision Agreement and eventual Service Attachments, and any subsequent Addenda, Schedules, or Service Order Forms executed by the Parties, as such may be amended from time to time by written agreement of the Parties.

"AR" or "Augmented Reality" enables users to experience the world around them as is, but with the enhancement in the form of additional layers of digital content over and above Reality, such as images, sound, video and text; content/information that is available and relevant to the user's special situation at the time.

"Billing for storage of multimedia data" is made at the end of each calendar month and is calculated in accordance with the formula stated as follows:

US$0.15/GB multiplied by the daily average of quanity of multimedia data in storage relative to the calendar month

Note that PizzzAR Digital Platform ("PDP") shall keep track of the quantity of digital assets as data that is stored in PDP for each Project authorized by CLIENT.

"Billing for usage of Storyboard App per incidents" is made in accordance with the formula stated as follows:

Time duration of the Incident of Play/Use in minutes based on time-stamping from Start to Finish of the Incident of Play/Use multiplied by US$0.005 which is the charge per minute of usage

"CLIENT" shall mean the Party that uses and/or resells the managed services that are enabled by PizzzAR / QiiQ-XR Digital Platform provided by PROVIDER.

"CLIENT Content" shall mean multimedia data, audio, video, Virtual Reality Streaming, and Mixed Reality Streaming supported by the Provider Digital Platform, any information, data, or messages provided by or on behalf of the CLIENT, any Third Party Provider, or an end-user using CLIENT Services / Provider's services for transmission by PROVIDER through one or more Network Operators to another end-user using CLIENT Services / Provider's services for transmission by PROVIDER through one or more Network Operators.

"CLIENT Services" shall mean the service(s) operated by CLIENT for distributing or sending CLIENT Content to other users of CLIENT Services.

"Cloud-based or Cloud Computing" is the delivery of computing services—servers, storage, databases, networking, software, analytics, and more—over the Internet ("the cloud"). Companies offering these computing services are called cloud providers and typically charge for cloud computing services based on usage.

"Commencement Date" shall mean the date when both Parties agree that service provision is commercially live.

"Dashboard" means a convenient and quick way for viewing / obtaining important features (in data and parameters) and the KPI (Key Performance Indices) of the operation.in a graphical presentation

"DIY AR & DIY VR" means Do It Yourself Augmented Reality Production or Virtual Reality Production that one can do with Editors tools and instruction given at www.DIY-XR.com

"Dynamic update of advertised offer" is the unique features of a Functional App named SmartestAd. Refer to functional description of SmartestAd at
https://www.pizzzar.com/images/SmartestAd.pdf

"Effective Date" shall mean the date when the agreement was signed and became binding between the Parties.

"Embedded video" means an video production that is incorporated in and as a part of an AR production.

"Functional App" means an App that has been developed with certain functionality that addresses the need of specific use cases; the functions may be location aware function, a function for Mixed Reality Production for showing various parts of an automobile, or a function for Virtual Reality Production for enhanced effects in providing certain kind of immersive experience for training purposes etc.

"Heat Map" means a digital presentation in various colors and color intensity to show concentration of activity or usage (or the lack thereof) over a geographical coverage area or a map displaying registration of activity, expression of interests etc. in color presentation

"HMD" or "Head Mounted Display" Functional App or Storyboard App and the PizzzAR / QiiQ-XR Digital Platform can be adapted for use with HMD and certain kinds of Smart Glasses to enable hands-free operation of the PizzzAR / QiiQ-XR service.

"**iBeacon**" is based on Bluetooth low energy proximity sensing by transmitting a universally unique identifier[4] picked up by a compatible app or operating system. The identifier and several bytes sent with it can be used to determine the device's physical location,[5] track customers, or trigger a location-based action on the device such as a check-in on social media or a push notification.

"Incident of Play/Use" is each time the Storyboard App is triggered to play by a viewer/user.

"Indoors Navigation" Functional App such as XR-Badge (refer to Schedule C) running in a Smartphone can interoperate with iBeacon devices appropriately placed within the building to provide indoors navigation function to guide/lead the user of the Smartphone running Storyboard App to a certain destination/location within the building

"Intellectual Property Rights" shall mean all copyright (including but not limited to rights in computer software), patents, trademarks, trade names, trade secrets, registered and unregistered design rights, database rights and topography rights, all rights to bring an action for passing off, any other similar form of intellectual property or proprietary rights, statutory or otherwise, whether registrable or not and shall include applications for any of them, all rights to apply for protection in respect of any of the above rights and all other forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

"Location aware activation" when the location of the Smartphone running the Functional App is determined with GPS fencing by the Smartphone in outdoors situation or determined with geofencing based on iBeacon in indoors situation, such location aware capability of the Smartphone can be used to trigger/activate the playing of a Storyboard App for pull advertising or push promotion.

"Managed Services" means services that are ready for use by and to the benefit of the subscribers for /to the services. The subscriber need not be concerned with the development, production and support of the services;; they need only learn how to use the service and/or how to resell the service.

"MR" or "Mixed Reality" is the combination of operation and experience in an environment where one can avail oneself of the advantages of Augmented Reality (AR) and Virtual Reality (VR) and yet being able to interact with the AR presentation with actions/interactions in physical reality.

"Network Operator" shall mean any firm operating a GSM-based mobile data network, offering mobile data services to its subscriber base.

"**Paperless Mobile Digital Advertising"** PizzzAR Digital Platform and the Function App together enable a paperless way of doing mobile digital advertising and promotion. Refer to a Functional App named SuperMarkerAd to see how a paperless mobile digital advertisement / promotion campaign works.
https://www.pizzzar.com/images/SuperMarkerAd.pdf

"Platform" shall mean the mobile application services platform, and associated systems and network connections, owned and/or operated by PROVIDER or by partners of PROVIDER, which is used to provide PROVIDER Services.

"Postpaid Charge" shall mean an amount payable by CLIENT to PROVIDER in accordance with issued invoices and terms of payment as set forth in any Addenda or Schedules.

"Private Label Production" is a privilege that is expressly agreed upon by Ecocarrier with a Strategic Partner to allow the Strategic Partner to market and sell Ecocarrier's products and/or managed services in the Strategic Partner's own brands in certain defined territory or market space. Where necessary, Ecocarrier reserves the right to require the Private Label Production to include an acknowledgement visible to the public that states "service is powered by PizzzAR / QiiQ-XR".

"Production Features" means AR/VR/MR (XR) enabled presentation of digital assets such as video, 3-D graphics, audio, video, texts etc..

"PROVIDER" shall mean the Party that provides cloud-based managed mobile digital services to the CLIENT.

"PROVIDER Chargeable Event" shall mean event consisting of CLIENT using PROVIDER Digital Platform to record and/or store in it (The Platform) and/or process and/or transmit CLIENT Content to an intended party who is also a user of the CLIENT's services; CLIENT Content sent to multiple recipients shall be billed separately for each recipient.

"PROVIDER Data" shall mean data, which is provided or generated in the course of PROVIDER's provision of PROVIDER Services.

"PROVIDER Digital Platform" shall mean PROVIDER'S proprietary platform used to handle, process, transmit, and deliver multimedia data, audio, two-way duplex conversation, video, Virtual Reality Streaming, and Mixed Reality Streaming between two or more users of the services supported by the Platform; all of the services and relative functions are made available to CLIENT for commercial service provision under this Agreement.

"PROVIDER Rights" shall mean all Intellectual Property Rights owned by or licensed to PROVIDER prior to or after the Effective Date, including but not limited to those Intellectual Property Rights involved in any aspect of PROVIDER Services, Platform or any device, software or data used in connection therewith, including without limitation the PROVIDER Data.

"PROVIDER Service" shall mean mobile infrastructure services and/or other services provided by PROVIDER to CLIENT as expressly described.

"Protocol Specification" shall mean the protocols to be used by the CLIENT in order to access PROVIDER Services, as the CLIENT shall be notified by PROVIDER to use from time to time.

"Reseller" shall mean a corporation or individual who resells in Ecocarrier's labels Ecocarrier's managed services and/or hardware products and/or Ecocarrier's licenses for various technology to others who must be end-users.

"Service Interface" shall mean the method to be used by the CLIENT to connect to the Platform.

"Service Specifications" shall mean PROVIDER documentation detailing the features of PROVIDER Services.

"Storyboard" means a description of features of an advertisement or a promotion presented in a certain fashion and in a certain sequence.

"Storyboard App" means an App that is the result of customizing a Functional App with various Production Features relative to a certain corporate advertiser's products and/or services incorporating the Storyboard..

"Strategic Partner" shall mean an established corporation, institution or organization that has been accepted by Ecocarrier to have strategic business cooperation with Ecocarrier in propagating Ecocarrier's social edification notions and in promoting Ecocarrier's managed mobile digital services for AR/VR/MR (XR)-enabled solutions, Apps, Games and Songs.

"Taxes" shall mean any federal, state, local or foreign government tax, fee, duty, surcharge, or other tax-like charge that is required or permitted by applicable law to be collected from CLIENT by PROVIDER.

"Technology/Service Partner" shall mean a corporation or an individual who seeks to have a technology partnership with Ecocarrier in providing or in employing each other's technology and/or services in ways that enhance the value proposition of either or both parties.

"Term" shall mean the duration of this Agreement, as set forth in Section 2 of this Agreement.

"Territory" is defined according to geographical demarcation of a country or a region and industry space (e.g., Healthcare, Education, etc.).

"Third Party" shall mean any and all persons or entities not a Party to this Agreement.

"Third Party Provider" shall mean any Third Party that has entered into an agreement with CLIENT to provide any or all of the CLIENT Services.

"Transition from Traditional Print Media to Mobile Digital Advertising" traditional print media company such as publishers of tabloid, community magazine and printed flyers can use PizzzAR Digital Platform and Functional Apps to instantly become publisher of mobile digital advertising / promotion operations without having to make any capital investment. Refer to article at

https://www.pizzzar.com/images/Mobile-Digital-Enhancement.pdf
and use Functional App named Modifly in Schedule C

"**UN SDG**" means United Nations Sustainable Development Goals which are a collection of 17 global goals set by the United Nations General Assembly in 2015. The SDGs are part of Resolution 70/1 of the United Nations General Assembly: "Transforming our World: the 2030 Agenda for Sustainable Development." The use of PizzzAR Service Provision for paperless advertisement and promotion campaigns engenders outcome that addresses UN SDG GOAL 3: Good Health and Well-being, GOAL 6: Clean Water and Sanitation GOAL 8: Decent Work and Economic Growth GOAL 13: Climate Action

"VR" or Virtual Reality" is a three-dimensional, computer generated environment which can be explored and interacted with by a person. That person becomes part of this virtual world or is immersed within this environment and whilst there, is able to manipulate objects or perform a series of actions.

2   Duration of Agreement

2.1   This Agreement shall become effective on the date the latter Party signs the Agreement (Effective Date). The Agreement shall continue in force until terminated in accordance with the Agreement.

3   Obligations of the Client

3.1   CLIENT will connect only to the Service Interface specified for CLIENT by PROVIDER using only the names and passwords provided to CLIENT by PROVIDER.

3.2   CLIENT will designate CLIENT employees who will act as technical, finance and commercial coordinators and PROVIDER's contact points in order to coordinate delivery of the Services, and inform PROVIDER in writing of any future changes to such coordinators.

3.3   CLIENT will ensure that the coordinators specified and each member of the CLIENT personnel (including employees and contractors) follow the service administration and fault reporting procedures provided to CLIENT by PROVIDER.

3.4   CLIENT will supply complete and accurate information to PROVIDER, sufficient for the performance of the PROVIDER Services, in accordance with such timescales as PROVIDER may reasonably require.

3.5   CLIENT will ensure that the CLIENT Services and CLIENT Content shall comply with all applicable foreign, federal, state, and local laws, rules and regulations as they may be amended from time to time, including without limitation those that apply to advertising or marketing practices, for purposes of its obligations under this Section. The acts or omissions of CLIENT's employees, agents, subcontractors, Third Party Providers, representatives or Affiliates (and such Affiliates' employees, agents or representatives) shall also be deemed the acts or omissions of CLIENT.

3.6   CLIENT will provide all reasonable assistance to PROVIDER, including providing copies of relevant documentation and records, in connection with PROVIDER's compliance with any requirements or conditions which are at any time imposed by any Governmental Body and which are applicable to or affect the CLIENT Services, CLIENT Content and/or PROVIDER Services.

3.7   With prior written notice to PROVIDER, CLIENT will provide any Governmental Body with such information or material relating to the CLIENT Services or a future CLIENT Service as any Governmental Body may reasonably request in order to carry out any investigation in connection with (i) the CLIENT Services or (ii) CLIENT's relationship with PROVIDER or with a Third Party Provider.

4   Media and Message Contents and Anti-spamming Policy

4.1   CLIENT will be solely responsible for any legal liability arising out of or relating to the CLIENT Content and CLIENT Services (whether transmitted on its own or on any Third Party's behalf). If PROVIDER is notified or otherwise becomes aware of CLIENT Content which violates the requirements of this Agreement, PROVIDER may (but shall not be required to) investigate the allegation and determine, in its sole discretion, whether to remove or to request removal of such CLIENT Content from the CLIENT Services. If CLIENT refuses such request, PROVIDER may (but shall not be required to), in its sole discretion immediately block CLIENT Content, suspend PROVIDER Services, or terminate this Agreement. PROVIDER shall not be liable for any damages incurred by CLIENT because of any such action.

4.2   CLIENT will ensure that its collection, access, use and disclosure of end-user information shall comply with all applicable foreign, federal, state, and local laws, rules and regulations as they may be amended from time to time, laws governing marketing by telephone, direct mail, email, wireless text messaging, fax, and any other mode of communication (collectively, "Privacy Laws"). CLIENT shall at all times perform its obligations hereunder and make available the CLIENT Services in such a manner as not to cause PROVIDER to be in material violation of any applicable laws or regulations, including any Privacy Laws. For purposes of its obligations under this Section 4.2 the acts or omissions of CLIENT's employees, agents, representatives, contractors, subcontractors, Third Party Providers, or Affiliates (and such Affiliates' employees, agents, representatives, contractors, or subcontractors) shall also be deemed the acts or omissions of CLIENT.

4.3   CLIENT agrees that CLIENT and its Third Party Providers will not offer or provide CLIENT Services that:

4.3.1 Transmit or allow to be transmitted any CLIENT Content that violates the requirements of any Network Operator through which CLIENT Content is transmitted;

4.3.2 Transmit or allow to be transmitted any CLIENT Content that is false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;

4.3.3 Transmit or allow to be transmitted any CLIENT Content that harms minors in any way;

4.3.4 Transmit or allow to be transmitted any CLIENT Content that it does not have a right to make available under any law or under contractual or fiduciary relationships;

4.3.5 Transmit or allow to be transmitted any CLIENT Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party;

4.3.6 Utilize any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation;

4.3.7 Violate the standards of practice set forth by the Mobile Marketing Association;

4.3.8 Interfere with or disrupt PROVIDER Services or servers or Network Operator networks connected to the PROVIDER Service, or disobey any requirements, procedures, policies, or regulations of networks connected to PROVIDER Service;

4.3.9 Transmit or utilize any (a) viruses, worms, Trojan horses, or other code that might disrupt, disable, harm, erase memory, or otherwise impede the operation, features, or functionality of any software, firmware, hardware, wireless device, computer system or network, (b) traps, time bombs, or other code that would disable any software based on the elapsing of a period of time, advancement to a particular date or other numeral, (c) code that would permit any third party to interfere with or surreptitiously access any end-user personal information, or (d) content that causes disablement or impairment of PROVIDER or Network Operator services or equipment;

4.3.10 Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;

4.3.11 Collect or store personal data about end-users in connection with the prohibited conduct and activities set forth hereinabove.

4.4 Upon written request from PROVIDER, CLIENT shall as soon as practicable, with reasonable detail provide:

4.4.1 Evidence from the CLIENT of compliance with Sections 4.1. and 4.2 above, and

4.4.2 Volume forecasts for use of PROVIDER Services, anticipated CLIENT support information and such other relevant information that PROVIDER may reasonably request concerning future CLIENT Services (provided that any forecasts given will not be contractually binding and/or oblige the CLIENT to purchase and/or order PROVIDER Services).

4.5 The Parties agree to work together in good faith to establish CLIENT Services and PROVIDER Services.

5 Suspension of Services

5.1 PROVIDER may – in its sole discretion – suspend provision of any or all of the PROVIDER Services at any time, providing the prior written notice to the CLIENT as soon as reasonably practicable (but not less than 2 business days), in the event that:

5.1.1 PROVIDER is entitled to terminate this Agreement;

5.1.2 PROVIDER is obliged or advised to comply with an order, instruction, directive or request of a Governmental Body or Network Operator which necessitates that it do so, in the judgment of PROVIDER;

5.1.3 PROVIDER has reason to believe that the CLIENT is in breach of any of its obligations under this Agreement;

5.1.4 In case the provision of PROVIDER Services is prohibitively difficult or expensive for PROVIDER, in sole discretion of PROVIDER.

5.1.5 Any payment due to PROVIDER hereunder is not paid after the due date for payment.

5.2 PROVIDER shall have the right (but not the obligation) – at its sole discretion – to block/suspend the Services in whole or partly upon Governmental Body or Third Party Provider's written request solely as

necessary to identify a potential breach of the terms of this Agreement, including Section 4.2. To the extent that PROVIDER discovers an actual or potential breach, PROVIDER may suspend its Services to CLIENT for as long as it deems necessary, in its sole discretion, to ensure compliance by CLIENT. In case of any such suspension PROVIDER agrees to provide prior written notice to the CLIENT as soon as reasonably practicable.

5.3 Where PROVIDER determines in its discretion it is practicable to do so, then PROVIDER shall put into effect any such suspension only in respect of those PROVIDER Services which are affected by the matters referred to in this Section 5. PROVIDER will use reasonable efforts to notify CLIENT in advance of any suspension of the Services affected under this Agreement.

5.4 All information discovered by PROVIDER, in accordance with the foregoing, shall be kept confidential.

6 Provider Support, System, Maintenance

6.1 PROVIDER will provide the username and the password required to use PROVIDER services to the CLIENT.

6.2 PROVIDER will use commercially reasonable efforts to make its appropriate technical support to CLIENT to assist as needed to resolve any network problem within the targeted resolution period.

6.3 All problems reported shall be in English unless otherwise agreed to in writing by the Parties.

6.4 PROVIDER shall notify CLIENT of scheduled maintenance of the PROVIDER Platforms or Network. PROVIDER will use commercially reasonable efforts to notify CLIENT of scheduled downtime outside its maintenance windows.

7 Prices and Billing

7.1 Prices applicable will be those agreed by the Parties and stated in the Schedule B and in amendment when one is raised from time to time.

7.2 The charges referred to in this Agreement are exclusive of any applicable taxes (VAT, etc.) imposed by government or governmental agency. In case such a tax, duty or levy will be due, this will be for the account of the purchasing Party.

7.3 All rates and prices shall be quoted in US$ or as otherwise agreed between the Parties.

7.4 The Parties agree that where PROVIDER wishes to notify CLIENT of any Rates/Price changes it shall give such notice by electronic transmission. Any notice given electronically shall be deemed to have been validly delivered on the Working Day that it was transmitted, provided that no error message indicating failure to deliver has been received by the sender. The CLIENT's email address for the purposes of this clause is _____.

7.5 For any notices, information, questions, etc. regarding the billing issues (claims, debts) the email for PROVIDER shall be sent to ar@ecocarrier.com, and the email for CLIENT shall be sent to _____.

8 Invoice and Payment

8.1 All invoices to be raised should include items of details stated as follows:

(a) For initial set up and production charge for each Project of an advertisemnet / promotion campaign, Provider shall invoice CLIENT for the charges as per the prcing policy as stated in Schedule B

(b) For monthly storage charge: the daily average of the quanity of multimedia data in storage relative to a calendar month and the storage charge per GB of data stored. Refer to "Billing for storage of multimedia data" in Definitions.

(c) For the charge for usage according to the volume of Incidents of Paly/Use of the Storyboard App:

The total Number of Incidents of Paly/Use and the aggregate of the time duration in minutes of all the Incidents of Play/Use in the billing period. Fraction of a minute is rounded up to a whole minute for each Incident of Play/Use. Refer to "Billing for usage of Storyboard App per Incident of Play/Use in Definitions.

8.2 All invoiced amounts shall be due for payment ten (10) days after the date of invoice. Overdue payments shall be subject to payment of interest at the rate of one (1) % per month commenced from the due date.

8.3 Unless otherwise agreed, the Parties will invoice all amounts in US$. Payment shall be made in the currency invoiced.

8.4 An invoice shall be deemed to have been accepted as correct if the CLIENT does not object in writing within five (5) days following the date of invoice.

The Parties agree that all invoices will be sent via email only. Invoices to CLIENT shall be sent to _____.

8.5 If the CLIENT in good faith disputes any invoiced amount, it shall submit to the PROVIDER within ten (10) days following the date of such disputed invoice Written Dispute Notification, identifying the items which are in dispute, provided however that the undisputed amount shall be paid when due. The CLIENT shall pay the whole invoice amount and shall not make a billing dispute if:

(a) The total amount of dispute per invoice is less than fifty United States Dollars (US$50); or

(b) The percentage of any dispute per invoice is less than one percent (1%) of the total invoiced amount, except when the disputed amount exceeds five hundred United States Dollars (US$500).

8.6 Disputes to Ecocarrier shall be sent to ar@ecocarrier.com. In order to start a formal dispute resolution procedure the dispute shall be made as an email message that includes the following:

- Total amount of dispute;

- Disputed Storyboard App usage with sufficient details to justify the claim. Transaction records must at least include start date/time including day, month, year, hours, and minutes, duration, and amount. File format can be Plain Text or MS Excel spreadsheet.

Disputes will not be accepted as complete until all relevant detail is submitted. General objections which do not meet these requirements shall be precluded. Disputes will not be accepted where written objections are not submitted within thirty (30) days of the date of the relevant invoice. If the disputes are not complete and submitted in due time, the disputing Party may not withhold payment of disputed amounts.

8.7 In the event of a dispute the Parties shall promptly investigate any disputed charges and any other amount, payable under this Agreement. Such dispute shall be solved within thirty (30) business days of receipt of Written Dispute Notification. In the event the Parties are unable to reach agreement, the dispute will be escalated to the executive management level for consideration. If Parties are unable to reach agreement in additional ten (10) business days, the dispute shall be solved by the competent Court according to the Clause 21.

8.8 Credit Limit: Credit limit is established on the basis of creditworthiness. Initial Credit Limit for all of the Services defined in this agreement shall be _____.

If at any time the CLIENT's indebtedness exceeds 80% of credit limit the PROVIDER may by notice in writing (by fax or email) require the CLIENT to immediately pay all invoices and, if necessary, to prepay for services already used but not yet invoiced. The CLIENT should arrange the payment in requested amount within two (2) days from the notice, but no later than when its indebtedness exceeds the amount of credit limit. Indebtedness includes charges: (a) invoiced but not yet paid; and (b) incurred but not yet invoiced.

If the CLIENT fails to provide payment before the credit line is used 100% the PROVIDER has the right to suspend services to the CLIENT until it pays the required amount in full.

Both Parties can at any time agree upon mutual agreement to provide security from the CLIENT in the form of Bank Guarantee, Deposit or Prepayment.

Both Parties can commonly agree also on increasing amount of credit limit or continue cooperation without credit limit. This agreement has to be agreed in written and signed by both sides in annex to this agreement.

9 Payment

9.1 Payment must always be made by bank transfer. Where bank fees occur any such expenses imposed in the creditor country shall be borne by the creditor, and expenses imposed in the debtor country, including payment expenses imposed by intermediate banks in third countries, shall be borne by the debtor.

9.2 Payments to ECOCARRIER must be made to ECOCARRIER's account:

Beneficiary: Ecocarrier Inc.

Beneficiary Address (registered with the bank): 30 East Beaver Creek Road, Unit 209, Richmond Hill, Ontario, Canada L4B 1J2
Account Number: 68296 0053910
Swift Code: NOSCCATT
Routing Number: 0002 68296
Bank Name: The Bank of Nova Scotia
Bank Address: 2880 Major Mackenzie Drive, Unit 1, Markham, Ontario, Canada L6C 0G6

10   Termination

10.1   Either Party may terminate this Agreement at any time with a thirty (30) days prior written notice given at the end of a month.

10.2   Either Party may at its sole discretion terminate Agreement including all Service Attachments and close down Services by written notice with immediate effect:

A.   In the event of a material breach of this Agreement by the other Party (including the non-payment of amounts due);

B.   If the other Party has applied for or has been granted suspension of payments or has been declared bankrupt;

C.   If the other Party has invoked force majeure and the force majeure lasts for more than a period of three (3) months or as soon as it is established that it will last for more than a period of three months; or

D.   If there is no business between the Parties for more than three (3) months.

10.3   CLIENT shall be entitled to terminate in writing this Agreement:

-   If PROVIDER amends this Agreement, provided that such notice of termination is provided to PROVIDER no later than fourteen (14) days from the date of such notice;

-   If PROVIDER materially breaches its obligations under this Agreement and fails to cure the breach within thirty (30) days after receiving written notice.

10.4   PROVIDER shall have the right – at its sole discretion - to terminate this Agreement immediately in the event that:

-   Any Change in Law makes the provision of such PROVIDER Services illegal or contrary to a law or regulation, or prohibitively difficult or expensive for PROVIDER, in sole discretion of PROVIDER.

-   If the CLIENT materially breaches its obligations (including payment) under this Agreement and fails to cure the breach within thirty (30) days after receiving written notice.

10.5   Upon termination of this Agreement for any reason, the Parties will be entitled to immediately cease providing Services. All amounts due hereunder will become immediately due and payable upon such termination. The rights and obligations of a Party that by their nature would continue beyond the termination or expiration of the Agreement survive termination of the Agreement.

11   Force Majeure

11.1   None of the Parties shall be responsible to the other Party in case of force majeure, meaning all events beyond the control of either Party, including, without limitation, natural disasters, hard winters, war, civil disorder, prohibitions or orders issued by public authorities, restrictions imposed by legislation, fire, explosions, epidemics, strikes, lockouts, or lack of electricity supply, and in case of breakdown of communication circuits or similar communication facilities beyond the control of the Parties.

12   Exemption of Liability

12.1   In no event shall either Party be liable to the other for any special indirect, incidental, consequential, or exemplary damages, including without limitation loss of revenue, loss of profits, loss of customers, clients or goodwill arising in any manner from this agreement and the performance or non-performance of business hereunder.

12.2   The liability of either Party with respect to the installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration, of any service or facilities offered under this agreement

shall not exceed an amount equal to the charge applicable under this agreement to the period during which services were affected.

13 Assignment

13.1 Except as provided in clause 10.2 neither Party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party.

13.2 Either Party may assign its rights or obligations under this Agreement to its fully owned subsidiaries, to its parent company, or fully owned subsidiaries of its parent company. In case of assignment, due information must be given to the other Party.

14 Confidentiality

14.1 The contents of the Agreement and all information supplied pursuant to the Agreement, whether written or verbal, shall be treated as confidential. Neither Party shall at any time disclose or allow the disclosure of such confidential information to any third party without the prior written consent of the other. If required by applicable law, such disclosure shall be allowable upon notice to the other Party.

14.2 The obligation of confidentiality also applies to information concerning the existence of and the content of a dispute, including disputes in front of a court of law or a tribunal of arbitration.

15 Waiver

15.1 Failure by either Party to exercise or enforce any right conferred by the Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other rights on any later occasion.

16 Interpretation

16.1 The clause headings in this Agreement are inserted for convenience only. The headings in this Agreement shall not affect its interpretation.

17 Severance

17.1 Invalidity, ineffectiveness and unenforceability of any of the terms in the Agreement shall not affect the validity, effectiveness, and enforceability of any of the other terms mentioned in the Agreement. The Parties undertake in good faith to replace any such invalid provision with a valid one, which so far as reasonably possible leads to the same result or, if not possible, to the result bearing the closest possible resemblance to the current Agreement.

18 No Partnership

18.1 Nothing herein shall be deemed to constitute a partnership or joint venture between the Parties or to constitute one Party the agent of the other for any purpose whatsoever.

19 Entire Agreement

19.1 This Agreement represents the entire understanding between the Parties in relation to the subject matter hereof and supersedes all other Agreements and representations made by either Party, whether written or verbal. The Agreement may only be modified if such a modification is in writing and signed by a duly authorized representative of each Party.

20 Notice

20.1 Except as provided in clause 7.5, any notice given under or in relation to this Agreement shall be in writing and shall be served by delivering it personally or by sending it by pre-paid first class post, recorded delivery or registered post or by fax to the address and for the attention of the relevant party or to such other address as that party may have stipulated in accordance with this clause. Notices must be in English.

20.2 The addresses of the Parties for the purposes of this clause are:

For Ecocarrier

Ecocarrier Inc.
30 East Beaver Creek Road, Unit 209
Richmond Hill, Ontario
Canada L4B1J2
Fax No.: +1-905-597-9122

For COMPANY

_____
_____
_____
_____
_____

21 Governing Law and Dispute Settlement

21.1 Governing Law; Jurisdiction. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.

21.2 Dispute Resolution. If a dispute arises under this Agreement the Parties agree to participate in good faith mediation in New York City, State of New York, U.S.A., administered by the International Centre for Dispute Resolution under its Mediation Rules. The Parties shall equally share any mediation fees associated with the mediation. If settlement is not reached within thirty (30) days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. All disputes shall be heard by a single arbitrator. The place of arbitration shall be New York, New York or any other place agreed upon at the time by the Parties. The language of the arbitration shall be English. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing Party's actual damages. If the arbitrator determines that a Party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that Party its reasonable out-of-pocket expenses related to the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs. The arbitrator shall issue a reasoned award. Judgment upon the arbitrator's award may be entered in any court having jurisdiction. The arbitration proceedings and arbitrator's award shall be maintained by the Parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the Parties' respective attorneys, tax advisors and senior management and to family members of a Party who is an individual.

22 Signatures

Signed for and accepted on behalf of
Ecocarrier Inc.

Date: _____

Name: CARL KS TEO

Title: President & CEO

_____
Authorized Signature

Signed for and accepted on behalf of
COMPANY

Date:_____

Name:_____

Title:_____

_____
Authorized Signature

PERSONAL DATA PROCESSING ADDENDUM ("PDPA")

RECITALS

WHEREAS, the Parties have entered into PizzzAR / QiiQ-XR SERVICE PROVISION AGREEMENT which involves the processing of personal data which are subject to Applicable Data Protection Legislation (the "Data Protection Legislation", such as Regulation (EU) 2016/679 (the "GDPR"));

WHEREAS, for the provision of Services as defined in the MSPA it is necessary for the Parties to process certain personal data on behalf of the other Party, who may act as a Controller or as a Processor of Personal Data;

NOW THEREFORE the Parties have entered into this PDPA according to the Article 28 of the EU General Data Protection Regulation (GDPR) and agree as follows

Article 1. Subject matter of this PDPA

This PDPA governs the processing of Personal Data by the Party as a Processor for and on behalf of the other Party as a Controller, according to the Controller's instructions, in connection with the provision of the Services defined in the MSPA.

Article 2. Definitions

2.1   Personal Data means any information relating to an identified or identifiable natural person (hereinafter "Data Subject") in connection of the services rendered, which may include first name, last name, address, telephone number, personal identification number, location data, IP addresses, contact information, and other relevant Personal Data.

2.2   Categories of Data Subject. Data Subjects are the persons whose Personal Data are processed by the Processor and may include end-users or employees and member of the staff of the Controller.

2.3   The Controller is the party that an individual (or data subject) provides their personal data to. The Controller determines the purpose for the personal data (e.g., to receive important information or for sending invoices) and is responsible for the correct handling of the data subject's data.

2.4   The Processor is the party that provides part of the service of the Controller, and needs specific personal data in control of the Controller in order to do so. The Processor only processes personal data according to the instructions of the Controller.

2.5   The Sub-processor is the contractual partner of the Processor, engaged to carry out specific processing activities on behalf of the Controller.

2.6   The Processor will act as the processor and the Controller will act as the controller in that specific relationship. The Sub-Processor will act as a sub-processor and the Processor will act as a processor engaged by a third party controller in that specific relationship.

Article 3. Details of the processing:

(a)   Purpose of Processing: performance under the MSPA and rendering the Service

(b)   Nature of the Processing: capture and transit of multimedia data relative to the interactions between two or more parties that are geographically dispersed but are connected to the Internet via a Smartphone

(c)   Categories of Data subjects: Data subjects are the persons whose Data are processed by the Data Processor and may include end-users or employees and members of the staff of the Data Controller.

(d)   Categories/Types of Personal Data: In connection of the Service rendered, the Data processed includes first name, last name, address, telephone number, personal identification number, location data, IP addresses, contact information, and other relevant Personal Data.

(e)   Duration of Processing: As long as it is necessary for the billing purposes or to render the Service under the MSPA, unless otherwise provided by mandatory law or agreed between the Parties.

Article 4. Obligations of the Processor

4.1   The Processor warrants that it will only process the Personal Data in such manner as – and to the extent that – this is necessary for the performance of the services under the service agreement, except as it is required to follow instructions of the Controller, or to comply with a legal obligation to which the Processor is subject to, in which case the Processor will notify the Controller of such legal obligations, unless notification is prohibited due to important grounds of public interest.

4.2   The Processor will immediately inform the Controller in writing, including email, if the Processor sees that an instruction of the Controller is in violation of or causes a breach with this Agreement or applicable legislation, including – but not limited to – the GDPR.

4.3   The Controller guarantees that it processes the Personal Data used by the Processor to render the services in accordance with all applicable data protection laws, including – but not limited to – the GDPR.

4.4   The Processor has to ensure that any other processor it engages (i.e., sub-processor) assumes the same data protection obligations as set out in the contract between the Processor and the Controller by a written contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements under the GDPR.

4.5   The Controller consents to the Processor to engage further processors (sub-processors) for carrying out specific processing activities on behalf of the Controller, under the condition that the Processor impose the same data protection obligations as set out in this PDPA on those other processors, to the extent applicable to the nature of the services provided by such Sub-processors, by way of a written contract or other legal act according to the Applicable Data Protection Laws. The Processor shall provide the Controller with all necessary information regarding such contracts with sub-processors upon request.

Article 5. Confidentiality

5.1   Without prejudice to any existing contractual arrangements between the Parties, the Processor guarantees that it shall treat all Personal Data as strictly confidential. The Processor shall ensure that all persons or parties (employees, agents and other persons involved in the processing of Personal Data) have signed and are bound by an adequate confidentiality agreement and/or are under any other binding obligation of confidentiality.

5.2   The Processor is not violating this obligation if and when, such disclosure is mandatory under applicable law or if and when, the data subject has published its Personal Data in public.

Article 6. Security Measures

The parties shall take appropriate technical and organizational measures to ensure the security of the processing of Personal Data. These measures shall include, but are not limited to:

1.   Encrypt Personal Data.
2.   Prevent unauthorized access to the Personal Data.
3.   Ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
4.   Restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident.
5.   Apply a process for regular testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
6.   Add password protection on computer systems on which Personal Data is stored and ensuring that only authorized personnel are given details of the password.
7.   Take reasonable steps to ensure the reliability of employees or other individuals who have access to the Personal Data; ensure that access to the Personal Data is limited to employees or other individuals who need access to the Personal Data to meet the Customer's obligations.
8.   Have in place methods for detecting and dealing with breaches of security (including loss, damage or destruction of Personal Data).
9.   Have a secure method of disposal of unwanted Personal Data including for back-ups, disks, print outs and redundant equipment.
10.   Parties shall comply at all times with the Data Protection Legislation (including GDPR) and shall not perform its obligations under this Agreement or any other agreement or arrangement, or process Personal Data, in such way to breach any of its applicable obligations under the Data Protection Legislation (including GDPR).

Article 7. International Data Transfers

7.1   Where the performance of the Services involves storage and transfer of Personal Data outside the European Economic Area (EEA), the Processor will take such steps as may be required to ensure there is adequate protection for such Personal Data in accordance with the Applicable Data Protection Laws (especially Articles 44 to 49 of the GDPR), which may include entering into the Standard Contractual Clauses set out in the European Commission's Decision 2010/87/EU.

7.2   The Controller hereby grants its consent to the Processor to enter into any agreement or take any measures, including on behalf of the Controller, to establish and ensure an adequate level of data protection in the transfer of Personal Data to a sub-processing party outside the EEA. In the event of an application of the EU standard contractual clauses, the Processor is entitled to conclude such clauses on behalf of the Controller. The power of authority for this purpose is hereby granted by the Controller.

Article 8. Audit

8.1   In order to confirm compliance with this PDPA, the Controller shall be at liberty to conduct an audit by assigning an independent third party who shall be obliged to observe confidentiality in this regard. Any such audit will follow the Processor's reasonable security requirements and will not interfere unreasonably with the Processor's business activities.

8.2   The audit may only be undertaken when there are specific grounds for suspecting the misuse of personal data, and no earlier than two weeks after the Controller has provided written notice to the Processor.

8.3   The findings in respect of the performed audit will be discussed and evaluated by the Parties and, where applicable, implemented accordingly as the case may be by one of the Parties or jointly by both Parties. The costs of the audit will be borne by the Controller.

Article 9. Notices

Any notification that occurs between the parties will be in writing and shall be delivered personally or in any other way that certifies reception by the party notified at the respective addresses indicated in the heading of this contract.

Contact details for data protection enquiries:

Contact details of Ecocarrier:	**Contact details of COMPANY:**
CARL KS TEO	Name: _____
Telephone: +1-905-597-8133	Telephone: _____
Email: legal@ecocarrier.com	Email: _____

Ecocarrier Inc.	**COMPANY**
CARL KS TEO	Name: _____
Preisdent & CEO	Title: _____

Authorized Signature	Authorized Signature

Schedule A

About PizzzAR Service Provision

PizzzAR is a cloud-based managed mobile digital service for building and running advertisement and promotion campaigns, featuring AR/VR/MR Production, location-aware function, view data capture and big data analytics in a comprehensive cloud-based managed service provision. It is a disruptive technology in the media advertising space that does both pull and push operation for the advertisement.

The essential components of PizzzAR service provision are

• PizzzAR cloud-based server (aka QiiQ-XR Server)

• PizzzAR app (aka Storyboard App) – it is to be downloaded from App stores into a Smartphone/Tablet by the user

• Project – it is a distinct AR Production/ VR Production that runs within PizzzAR app m/ Storyboard App; each Project is an advertisement or promotion campaign

• Marker(s) – it is usually a small printed image of size no smaller than 1.2" x 1.0" but it can also be a physical object of a distinct shape, a building or a structure, each one representing a Project

• Trigger – this is the reading of a Marker or the detection of certain location specific data such as a set of GPS coordinates; the trigger invokes the Project to play in the Smartphone or Tablet.

• Digital Contents – this is contents for each advertisement or promotion to be played; these are all digital assets that are stored in the cloud-based server to be readily available to be transported, on demand, for use by PizzzAR app / Storyboard App when a Project is triggered to play.

Two Modes of App operation

(1) App that is downloadable from App Store for iOS version or from Google Play Store for Andoid-OS version. In either case one has to first download the App into a Smartphone (iOS or Andoid) as to be case may be.

To facilitate the download of the App into the Smartphone a QR Code is used to connect an interested party to where the appropriate version of the App (iOS or Android-OS compliant) is readily available for download.

(2) App that resides in WebGL server (specially designated for running the Storyboard App) and is readily accessible by an interested party / user using a web-browser such as Firefox running in a Smartphone. In this case there is no need to have the App downloaded into the Smartphone.

The Mode of Operation (2) is particularly designed for use in country/market where the Smartphone users are generally reluctant to download the Storyboard App into their Smartphone or for that matter, any App and where Smartphones are too expensive to come by..

One can use a mobile handset that support Browser function to run the WebGL version of the Storyboard App without having it resident in the mobile handset.

Note that (2) will be available for deployment by March, 2019. Please enquire through our sales representative for the availability of the WebGL-based Functional Apps..

Attributes of PizzzAR managed service

All contents for the advertisement and promotional campaigns are digital and cloud-based. The digital assets are readily available for transport from the Cloud to the play-station (Smartphone or Tablet) connected to the Internet anywhere in the world.

Contents are a one-time production of the digital assets for use relative to a Project. The digital assets of a Project reside in a cloud-based server and are available on-demand for transport from the cloud-based server to a Smartphone/Tablet running PizzzAR app that is triggered to play the Project with the reading of a Marker or the detection of the location coordinates of the Smartphone/Tablet in a specific location anywhere when connected to the Internet.

The contents of the Project can be updated with ease simply by uploading the updated assets to the cloud-based server.

Advantage: There is no need to make any change to the Marker that is out there for public viewing and use when there is a need to update the contents of the advertisement/promotion campaigns.

The advertisement / promotion campaign plays to an interested party anywhere in the world that is connected to the Internet.

Multiple sessions of playing of the Project can take place concurrently across time zones anywhere in the world as long as the user/viewer's Smartphone running the Storyboard App has Internet connection with sufficient bandwidth.

Please view the video presentation at

Video 1: https://www.pizzzar.com/index.html
Video 2: https://www.pizzzar.com/attributes-of-pizzz-ar.html

PizzzAR Service Provision & Operation and Management Facility

PizzzAR Digital Platform is a full-functional-featured service platform complete with facility for
- service provision,
- administration
- operation support
- management including
  - granular billing and
  - invoicing relative to the billing at each level of the distribution/value chain involving various entities including
    - Service Provider,
    - Distributor/Master Reseller,
    - Resellers,
    - Advertising Agencies and
    - Advertiser.

All entities get access to dashboards relative to their respective levels of access for performance data for timely visibility for good management.

A copy of the PizzzAR Service Provision User Manual is available for reference purposes at

https://www.pizzzar.com/images/PizzzAR-Manual.pdf

Service brochures describing various application features and use cases:

https://www.pizzzar.com/images/Mobile-Digital-Enhancement.pdf
https://www.pizzzar.com/images/SuperMarkerAd.pdf
https://www.pizzzar.com/images/SmartestAd.pdf

https://www.pizzzar.com/images/PizzzAR-Infographic.pdf
https://www.pizzzar.com/images/PizzzAR-Brochure.pdf
https://www.pizzzar.com/images/PizzzAR-Flyer.pdf
https://www.pizzzar.com/images/Press-Release-PizzzAR.pdf
https://www.pizzzar.com/images/AR-Magnetic-Tags.pdf

https://www.pizzzar.com/images/View2TourVisit-Brochure.pdf

https://www.pizzzar.com/images/XR2Win_Optimized.pdf

Schedule B

PRICING

Item	Description	Example
Initial cost	one-time set-up and production charge per Project (Project = an Advertisement/Promotion Campaign)	$ 1500
Data storage	Storage of the digital assets (photos, videos, audio, etc.) in the PizzzAR server	US$0.15 per GB per month*
Data transfer	Transfer of the digital assets from the PizzzAR server to the device running the app	US$0.25 per GB of data transfer* For ease of calculation the charge for usage of Storyboard App due to Data Storage and Data Transfer for each Incident of Paly/Use of the Storyboard App is calculated according to the formula: Time duration of the Incident of Play/Use in minutes based on time-stamping from Start to Finish of the Incident of Play/Use multiplied by US$0.005 which is the charge per minute of usage

Notes:
- A one-time set-up and production charge per Project of US$1500 (included in the price is 10 hours of labour costs) for making the 3D-graphics, pictures suitable for use as Marker and AR Production.

- Additional labor billed at US$150 per hour; extra hours may be needed depending on the complexity of the job involved.

- If the advertiser wants to change the content of the advertisement, there will be work involved in doing new graphics, videos, etc. the labour cost price is US$150 per hour.

- The Advertiser may opt to use SmartestAd which offers facility for the Advertise to make changes to the Ad whithout incurring the labor and relative cost of work that needs to be done by Ecocarrier

- As Reseller/Agent you can obtain a discount of up to 10% of the Prices paid by the Client/Advertiser. The discount represents the profit as a Reseller/Agent.

For illustration of cost calculation please read the following explanation:

Each Advertisement/Promotion Campaign is a Project created in PizzzAR Digital Platform.

At the outset of each Advertisement / Promotion Campaign, there needs to be a Storyboard which consists of a a description in word/text only or a combination of word/text and sketches (graphics) to depict the concept, idea and import of the Advertisement and the sequence or flow of the presentation.

There are to be 2 kinds of features, namely

(1) Essential Features (2) Nice-to-have Features.

Essential Features are what must be included in the mobile digital advertisement in order for it to be acceptable.

(2) Nice-to-have Features may be some ideas or imagaination of ways of presentation of the advertising message or capturing the viewer's attention ro to pique the viewer's interests. They may be realizable or may not be. But Ecocarrier's AR/VR/MR (XR) Production Team will study the requirement and try our best to achieve the desired effects ort an approximation of the desired effects.

Ecocarrier's Business Development/Sales Representative will be the liaison person between the the Client/Advertiser and Ecocarrier XR Production Team for the purpose of finalizing the Storyboard to be adopted for use in the Project.

Applicable costs:

- Initial cost

  Ecocarrier will select an appropriate Functional App within a resource of various Functional Apps that Ecocarrier has developed and use it for implementation of the special Production Features that meet the specification requirement of the Storyboard. The resultant App is referred to as Storyboard App.

  The Storyboard App is to interact with the cloud-based QiiQ-XR Service Platform such that the Storyboard App can run contents that are stored in the QiiQ-XR Server and can be modified to suit as required according to the need of the Project.

  Ecocarrier advises the Client/Advertiser of an estimate of the cost to get Storyboard App ready for commercial deployment.

  The cost will be based on the following cost factors:

  - one-time non-recurring set-up and production charge of US$1500 ("NRC") which includes providing up to 10 hours of labour for technical development work required to implement the functional features of the Storyboard that has been agreed by both Ecocarrier and the client.

  - Client/Advertiser is to provide digital assets such as 3D graphics, 2D graphics and video in formats specified by Ecocarrier for use in Storyboard App. If no suitable digital assets are readily available or if the digital assets are not available in the specified formats, extra work and expense will have to be incurred to obtain or to create them in states that are usable.

  - Ecocarrier charges US$150/hour for work that has to be done over and above the 10 hours of labour that is allowed and included in the NRC.

- Data Storage
  The monthly cost of storage is a charge that depends on the volume of contents or digital assets that are created and stored in the QiiQ-XR Server to be ready for use by the Storyboard App to make AR/VR/MR Production.
  It is billed at US$0.15 per GigaByte (GB) per month

- Transport Cost
  Whenever the App is played by a consumer and depending on the action/selection of the player, certain digital assets (contents) relative to the action will have to be transported from the cloud-

based QiiQ-XR Server to the Smartphone running the Storyboard App. The transport of digital assets (data) is billed at US$0.25 per GB of data transfer.

For illustration of cost calculation,

In a case where 20 megabyte of digital assets are transported in one play session of the Storyboard App.

The cost of transport would be   US$0.25 * 20/1000 = US$0.005

If there are 10,000 play sessions per day, the cost will be

US$0.005 * 10,000 = US$50 per day

In a month of 30 days, the total cost of transport is

US$50 x 30 = US$1500 for a total of 300,000 play sessions.

Let's suppose that there is total volume of 100 GB of storage of digital assets, the monthly storage cost would be US$25, a rather insignificant cost factor..

In this example, the total variable costs in a month will amount to

US$ (Storage Cost) + US$1500 (Transport Cost) for 300,000 play sessions of the Storyboard App.

The cost per play session is US$1525 / 300,000 = US$0.0051.

That is about Half a US Cent per play session.

It is therefore a very inexpensive way of advertising. A fantastic value for the advertising dollar.

Schedule C

Various kinds of Functional Apps

Ecocarrier has developed various Functional Apps for application in various industry space and for many use cases. These Apps incorporate AR Production, VR Production and MR Production severally or in combination.

Here is a listing of some of them:

ModiFly Article
https://www.pizzzar.com/images/Mobile-Digital-Enhancement.pdf

ModiFly App on Google Play
https://play.google.com/store/apps/details?id=com.EcoCarrier.MoDiFLY

ModiFly Demo Video
https://youtu.be/6odhLLeFXhQ

SuperMarkerAd   https://www.pizzzar.com/images/SuperMarkerAd.pdf

SmartestAd   https://www.pizzzar.com/images/SmartestAd.pdf

XR-Badge   https://www.pizzzar.com/images/XRbadge.zip - APK (Android)

https://www.pizzzar.com/images/XRBadge_ReadME.pdf - User Manual

https://www.pizzzar.com/images/XRBadge_Marker.jpg (Marker)

View2Visit   http://onelink.to/45gkv2 – Single link for Both Versions (iOS and Android)

https://www.pizzzar.com/images/View2Visit-Marker.jpg - Marker

https://youtu.be/W-aGy2nmUBo - Video Demo

Coffee Bean Company

http://onelink.to/d865r8 – Single link for Both Versions (iOS and Android)

https://www.pizzzar.com/images/Cafe Markers.zip (Markers)

QiiQ-XR   https://www.pizzzar.com/images/QiiQ-XR-Brochure.pdf

PizzzAR Brochure

https://www.pizzzar.com/images/PizzzAR-Brochure.pdf

View2Visit/Tour Brochure
https://www.pizzzar.com/images/View2TourVisit-Brochure.pdf

Virtuecor Brochure
https://www.pizzzar.com/images/Virtuecor-Brochure.pdf

ARISTORY Brochure
https://www.pizzzar.com/images/Aristory-Brochure.pdf

ARDIFICE Brochure
https://www.pizzzar.com/images/Ardifice-Brochure.pdf

AR Car (Car Dealership App – Android Version)
https://www.pizzzar.com/images/ARCar.zip

AR Car (Marker)
https://www.pizzzar.com/images/ARCar-Marker.jpg

AR Car (User Manual)
https://www.pizzzar.com/images/ARCar-User-Manual.pdf

Schedule D

Securities and Credit Limit

Upon request, the CLIENT shall provide the PROVIDER with any of the following securities (Bank Guarantee, Deposit, Prepayment) to establish Credit Limit. The amount of security so provided will be applied automatically as the amount of Credit Limit.

Check all that apply: __ 1. Bank Guarantee   __ 2. Deposit   __ 3. Prepayment   __ 4. Credit Limit

1. Bank Guarantee

In order to guarantee the performance of the CLIENT's obligations, the CLIENT shall provide an irrevocable and unconditional Bank Guarantee issued by a bank with international reputation upon first demand in favor of the PROVIDER, in a form and substance satisfactory to the PROVIDER. The Bank Guarantee shall be payable at the PROVIDER's initial request, by which the PROVIDER notifies the bank that the CLIENT has not fulfilled its obligations under the Agreement. In addition to any other rights or remedies available to the CLIENT at law or otherwise, the PROVIDER who exercises the Bank Guarantee without reasonable ground shall reimburse all costs and expenses incurred by the CLIENT (including reasonable attorneys' fees) in connection therewith. All banking charges to open a Bank Guarantee excluding advising fee are for the account of the CLIENT.

The amount of Bank Guarantee shall be _____.

2. Deposit

CLIENT is more than fifteen (15) days overdue for valid invoices for the PROVIDER not under dispute, the Deposit may be drawn upon only in the amount due to PROVIDER. The Deposit shall be kept in a security account during the term of the Agreement and, upon expiration or termination of this Agreement, returned to the CLIENT's account (exclusive any interests accrued thereon) after deducting any financial obligations; provided, however, that the PROVIDER may return the Deposit during the term of the Agreement if both Parties agree.

The amount of Deposit shall be _____.

3. Prepayment

The CLIENT shall pay the prepayment amount as a Prepayment for the Services at the beginning of every Service Term. At the end of every Service Term the PROVIDER shall issue the CLIENT with reconciliation statement detailing the amount invoiced to CLIENT and the total Prepayments made in that period. In the event that the total Prepayments made are less than the amount invoiced for the relevant period, the CLIENT shall within the due date pay the outstanding balance to the PROVIDER. In the event that the total Prepayments made are greater than the amount invoiced for the relevant Service Term, the PROVIDER shall deduct the outstanding balance from the next Service Term.

The amount of Prepayment shall be _____.

4. Credit Limit

The Parties shall establish Credit Limit on the basis of the CLIENT's creditworthiness.

The amount of Credit Limit shall be _____.

The PROVIDER will have the right to suspend the Services (i) if the CLIENT's indebtedness exceeds its Credit Limit or (ii) if the CLIENT does not pay the amount by which the PROVIDER reasonably estimates that the CLIENT will have exceeded its Credit Limit within two (2) calendar days of being notified that it has exceeded its Credit Limit. Indebtedness includes charges: (a) invoiced but not yet paid; and (b) incurred but not yet invoiced.

In the event of the CLIENT exceeding its Credit Limit and failing to pay in accordance with the clause above, the PROVIDER will be entitled to suspend the Services until payment is made.

If at any time, the CLIENT's aggregate payment liability exceeds the Credit Limit, the Parties may revise the Credit Limit upon mutual agreement or the PROVIDER may require the CLIENT to provide security from the CLIENT in the form of Bank Guarantee, Deposit, or Prepayment. Any such security must be provided within five (5) calendar days of receipt of a written request for such security. If any security required from the CLIENT is not received in accordance with this Article, the PROVIDER may suspend the Services, until such time as the security is received.

Schedule E

Modus Operandi and Distribution through Relationships

Ecocarrier's cloud-based managed services for AR/VR/MR (XR)-enabled solutions, apps, games and songs are comprehensive Managed Services that offer the following advantages and benefits in a SP2B2B2C distribution structure:

Ecocarrier is the SP (Provider of the Managed Service) 2 (= to) Reseller/Strategic Partner of Ecocarrier (B') 2 Reseller's corporate clients in the local/country market (B") 2 the Consumers/End-users of B".

SP designs, develops, and produces the service provision for apps/games at/from SP Service Platform which is cloud-based and handles all billing and other required functions for the service being provided.

B' is the Strategic Partner that has a well-established distribution network of corporate clients; B' need not be an expert in AR/VR nor familiar with the requirement of cloud-based operation nor billing functions, etc. B' needs to be well connected in the local business space and have a good network of business/institution customers. B' role is to identify corporate clients and institutions (B") and their requirement and make local presentation of AR/VR solutions that SP has developed or is able (resourceful enough) to develop and provide to meet the requirement of the client (B").

B" need not have to operate AR/VR solutions in their own server or have their server hosted at a service provider's data centre and need not have their own competent technical/support personnel in order to support their client in the use of AR/VR enabled apps for their business and services. B" needs only to know how to show their clients how to use the AR/VR enabled, enhanced apps for the services.

All assets (3D models, etc.) required for the AR/VR apps to employ in doing relevant AR/VR Production are prepared/created and made available for use in Ecocarrier's service platform.

C is the Consumers/End-users that can use the AR/VR/MR enabled services to great advantage and benefit.

Ecocarrier can provide all the apps in Client's private label and customized to suit Client's requirement.

It is a truly comprehensive managed service in an ecosystem in which Ecocarrier does everything but identifying/selling to the Client. B' role is to find and sell to B". B" need not be highly technical in their knowhow. B" need not own or operate any facility to support the apps/games.

The Consumer/End-user needs only have to have a requirement and be willing to pay for the service that they require for the enhancement of the efficacy and cost efficiency of their business operation or personal needs (in the case of an individual End-user).

Schedule F

Territory of Service Provision by CLIENT

(Geographical and industry space)

Note that all strategic alliance and/or reseller relationships and the agreement thereof do not include exclusive territory protection. Protection of market territory and interests of a CLIENT is addressed through specific registration and private label production where possible, applicable and appropriate.