

PRODUCT SUB-LICENSE AGREEMENT

This Product Sub-License Agreement (this "Agreement") is entered into as of the date of approval into the Wisdom token utilization on program (the "Effective Date"), by and between Token Innovation Co., Ltd., ("LICENSEE ") and Crypto OTC Co., Ltd ("SUB-LICENSEE")

Background

A. LICENSEE is the official licensee of the Wisdom Token ("Product") from Nkrypt Pte Ltd, located in Singapore.

B. Sub-Licensee desires to manage, operate, marketing, promote and resell the Products in related channels in Thailand.

Agreement

LICENSEE and SUB-LICENSEE agree as follows:

1. APPOINTMENT AS A SUB-LICENSEE. On the terms and subject to the conditions set forth herein, licensee appoints sub-licensee as an authorized sub-licensee of the Products in the geographic area identified in Thailand ("Market"), and SUB-LICENSEE hereby accepts such appointment. SUB-LICENSEE may advertise, promote and resell the Products solely within the Market. For purposes of this Agreement, SUB-LICENSEE may authorize or appoint other dealers, SUB-LICENSEES, agents, representatives, subcontractors, or other third parties to advertise, promote, resell, or distribute the Products.
2. CONSIDERATION. ORDERS AND DELIVERY. LICENSEE shall grant the Product license to SUB-LICENSEE on the Effective Date. SUB-LICENSEE shall operate, manage and resell to the market. In exchange, SUB-LICENSEE shall pay the product license fee for 2,700,000 THB per year. The fee may be reviewed and adjusted by both party agreement, and it shall be paid on the quarterly basis. SUB-LICENSEE must provide Asset Back Funding Guarantee to LICENSEE per respective demand. SUB-LICENSEE shall provide asset back report on monthly basis.
3. MARKETING AND PROMOTION OF PRODUCTS
 - 3.1 Promotion. SUB-LICENSEE shall use its best efforts to operate, marketing, promote and sell the Products in the Market, including by: (a) attendance by SUB-LICENSEE at trade shows at which

SUB-LICENSEE promotes the Products, (b) listing the Products in SUB-LICENSEE's product lists and SUB-LICENSEE's other marketing materials, (c) advertising the Products in trade journals, magazines, and other appropriate publications, and (d) at LICENSEE 's request, translating and distributing LICENSEE 's press releases and other publicity and sales materials in the Market.

SUB-LICENSEE may appoint third party to perform such works.

3.2 Marketing Practices. SUB-LICENSEE will at all times perform hereunder in an ethical and professional manner and in accordance with this Agreement and any guidelines issued by LICENSEE. SUB-LICENSEE will: (a) conduct business in a manner that reflects favorably at all times on the Products and the good name, goodwill and reputation of LICENSEE ; (b) avoid deceptive, misleading or unethical practices that are or might be detrimental to LICENSEE , the Products or the public, including but not limited to disparagement of LICENSEE or the Products; (c) make no false or misleading representation with respect to LICENSEE or the Products; and (d) make no representations with respect to LICENSEE or the Products that are inconsistent with LICENSEE 's end user license agreement for the Products, promotional materials and other literature distributed by LICENSEE , including all liability limitations and disclaimers contained in such materials.

3.3 Promotional Materials. SUB-LICENSEE consents to the listing of its business name, address, phone number and web site addresses in such LICENSEE advertising and promotional materials as LICENSEE may determine in its sole discretion, including product literature and LICENSEE's web sites. During the term of this Agreement, LICENSEE may provide to SUB-LICENSEE promotional materials with respect to Products.

3.4 Permits Licenses and Compliance with Laws. SUB-LICENSEE will, at its sole cost and expense, obtain all permits and licenses necessary in connection with its performance of this Agreement, and will comply with all applicable laws, rules and regulations in the performance of this Agreement. Without limiting the generality of the foregoing, SUB-LICENSEE will comply with all applicable export laws. Without limiting the foregoing, SUB-LICENSEE agrees that it will not knowingly export or re-export any Work Product or Products to any Country unless prior written consent is given.

3.5 Privacy/Data Collection. SUB-LICENSEE will at all times during the term of this Agreement maintain appropriate technical and organizational measures to protect any End User data that it collects, accesses or processes in connection with this Agreement against unauthorized or unlawful

use, disclosure, processing or alteration. SUB-LICENSEE will act only on ILS 's instructions in relation to the collection, use, disclosure and processing of any such End User data, but in all instances in accordance with all applicable laws, rules and regulations.

4. OWNERSHIP. As between LICENSEE and SUB-LICENSEE, all right title and interest in and to the Products and associated LICENSEE promotional materials and documentation, including without limitation all copyrights, patent rights, trademark and service mark rights, trade secret rights and other intellectual property rights are and will remain the property of LICENSEE or their rightful providers, and such items may only be used by SUB-LICENSEE as expressly permitted hereunder. SUB-LICENSEE shall not remove, alter or other licensee modify any copyright, trademark or other notices of proprietary interest contained in the Products, LICENSEE promotional materials and/or documentation.

5. CONFIDENTIAL INFORMATION

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

5.2 SUB-LICENSEE's Obligations. SUB-LICENSEE will make no use of Confidential Information for any purpose except as expressly authorized by this Agreement. Except as expressly provided in this Agreement, SUB-LICENSEE will not disclose Confidential Information to any third party and will protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. Except as expressly provided in this Agreement, SUB-LICENSEE will not use, make or have made any copies of

Confidential Information, in whole or in part, without the prior written authorization of LICENSEE. In the event that SUB-LICENSEE is required to disclose Confidential Information pursuant to law. SUB-LICENSEE will notify LICENSEE of the required disclosure with sufficient time for LICENSEE to seek relief, will cooperate with LICENSEE in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure.

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

7. LIMITATION OF LIABILITY. [TI]'S AGGREGATE LIABILITY TO SUB-LICENSEE UNDER THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT, IS LIMITED TO THE PRICE PAID BY SUB-LICENSEE FOR THE COPY OF THE PRODUCT WHICH GIVES RISE TO THE CLAIM. IN NO EVENT WILL LICENSEE BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF INNOVATIVE LITIGATION SERVICES HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR HEREIN FAILS OF ITS ESSENTIAL PURPOSE,

8. INDEMNIFICATION BY SUB-LICENSEE. SUB-LICENSEE will indemnify, defend and hold harmless LICENSEE from and against any and all claims, damages and expenses (including reasonable attorneys' fees and costs of litigation) by any third party resulting from any acts or omissions of SUB-LICENSEE relating to its activities in connection with this Agreement. SUB-LICENSEE's breach of this Agreement, or SUB-LICENSEE's misrepresentations relating to LICENSEE, the Services, Products, or this Agreement, regardless of the form of action. SUB-LICENSEE will be solely responsible for any claims, warranties or

representations made by SUB-LICENSEE or SUB-LICENSEE's representatives or agents which differ from the warranties provided by LICENSEE.

INFRINGEMENT. LICENSEE agrees to defend or, at its option, settle any claim or action against SUB-LICENSEE to the extent arising from a third party claim that a permitted use of a Product by End Users infringes any patent or copyright, provided LICENSEE has control of such defense or settlement negotiations and SUB-LICENSEE gives LICENSEE prompt notice of any such claim and provides reasonable assistance in its defense. In the event of such a claim of infringement, LICENSEE, at its option, may provide SUB-LICENSEE with substitute Products reasonably satisfactory to SUB-LICENSEE to replace those affected Products then in SUB-LICENSEE's inventory. LICENSEE will not be liable under this Section if the infringement arises out of SUB-LICENSEE's activities after LICENSEE has notified SUB-LICENSEE that LICENSEE believes in good faith that SUB-LICENSEE's activities will result in such infringement. The foregoing states the entire liability of LICENSEE with respect to infringement of intellectual property rights.

9. INNOVATIVE LITIGATION SERVICES TRADEMARKS. "LICENSEE Trademarks" means all names, marks, logos, designs, trade dress and other brand designations used by LICENSEE in connection with its products and services. In performing its obligations hereunder, SUB-LICENSEE may refer to the Products by the associated LICENSEE Trademarks, provided that such reference is not misleading and complies with any guidelines issued by LICENSEE. SUB-LICENSEE is granted right title or license to, or interest in LICENSEE Trademarks. SUB-LICENSEE acknowledges and agrees that any use of the LICENSEE Trademarks by SUB-LICENSEE will inure to the sole benefit of LICENSEE.

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

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be effective for a term of one year from the Effective Date. It shall be automatically extended for further three-year terms unless either party gives written notice to the other at least 60 days before the expiration of the initial or any renewal term of the party's intent not to renew.

11.2 Termination. Notwithstanding anything in this Agreement that may be interpreted to the contrary, LICENSEE may terminate this Agreement without cause and without liability upon 30 days' prior written notice to SUB-LICENSEE. Either party may terminate this Agreement for any material breach of the Agreement that is not cured to the non-breaching party's satisfaction within 10 days of written notice that specifies the breach.

11.3 Effect of Termination. Upon termination of this Agreement, SUB-LICENSEE will cease all advertising, marketing and resale of the Products. Termination of this Agreement will not affect either party's rights or obligations with respect to Products distributed by SUB-LICENSEE prior to the effective date of the termination.

11.4 No Liability for Termination. Neither party will be liable for any damages arising out of the termination of this Agreement in accordance with this Section 11. SUB-LICENSEE acknowledges and agrees that LICENSEE is not responsible for SUB-LICENSEE's dependence on revenues hereunder and SUB-LICENSEE agrees to release, hold harmless and indemnify LICENSEE from any and all claims and liabilities relating to SUB-LICENSEE's revenues, financial forecasts or economic value that may result from any termination by LICENSEE of this Agreement as permitted hereunder.

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

12. ASSIGNMENT. Neither this Agreement nor any rights or obligations of SUB-LICENSEE hereunder shall be assignable or transferable by SUB-LICENSEE in whole or in part, by operation of law or other LICENSEE, without the prior written consent of LICENSEE. Any attempted assignment, subcontract or other transfer of this Agreement will be considered a material breach of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

13. NOTICES. Any notices or other communications required or permitted hereunder shall be in writing and personally delivered at the principal business addresses designated at the beginning of this Agreement, or mailed by registered or certified mail, return receipt requested, postage prepaid, at the address set forth above, or to such other address or addresses as may be hereafter furnished by one party to the other party in compliance with the terms hereof. Notwithstanding the foregoing, LICENSEE may give notice of changes in Prices, Service offerings, Product descriptions, order procedures, delivery procedures and other routine events and procedures by way of printed materials or newsletter.

14. FORCE MAJEURE. LICENSEE shall not be liable for failure or delay in performance of any of its obligations hereunder if such delay or failure to perform is caused by circumstances beyond its control. SUB-LICENSEE shall be required to accept any delayed delivery, lack of service, or delivery made within a reasonable time.

15. GOVERNING LAWS; ATTORNEYS' FEES. This Agreement shall be governed by and construed and enforced in accordance with the laws of Thailand. The parties agree that any legal action or proceeding with respect to this Agreement may be initiated only in the courts located in Thailand. By execution and delivery of this Agreement, the parties submit to and accept with regard to any such action or proceeding the exclusive jurisdiction of such courts. If any legal action or proceeding is initiated, the prevailing party shall be entitled to all attorney fees, court costs, and expenses in addition to any other relief to which such prevailing party may be entitled.

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

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

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Innovation | Token Innovation Co., Ltd.

LICENSEE: Token Innovation Co., Ltd.

Ph.D.

Name: Phadet Jinda, Ph.D.

Title: Managing Director

Date: August 1st, 2021



SUB-LICENSEE: Crypto OTC Co., Ltd.

On-Uma Poombut

Name: On-Uma Poombut

Title: Managing Director

Date: August 1st, 2021