

**CREATOR SERVICES AGREEMENT
ENGAGEMENT FORM**

EFFECTIVE DATE	INITIAL TERM <i>(From Effective Date)</i>

NEXT DECENTRUM TECHNOLOGIES INC. ("NDT")
c/o 1200 - 900 West Hastings Street
Vancouver, BC V6C 1E5

CLIENT LEGAL NAME <i>(the "Client")</i>	CLIENT ADDRESS	PRIMARY CLIENT CONTACT <i>(Including Email)</i>

OVERVIEW

NDT operates a fully integrated proprietary platform which provides authorized users of the Platform the technological means to create, collect, showcase and manage the sale and purchase of curated digital blockchain collectibles that provide access to certain utilities such as unique goods, services and experiences (the "**Collectibles**") accessible at momentable.ai (the "**Platform**"). The Collectibles are non-fungible tokens or similar digital assets implemented on a blockchain (such as the Flow blockchain), which uses smart contracts to link to or otherwise be associated with certain content or data.

In addition, NDT offers strategic consulting services, end-to-end managed services and technology development and support services in connection with the Platform (collectively, the "**Services**"). The Client desires to obtain access and use of the Platform and certain Services described below, and NDT wishes to provide the Platform and such Services to the Client on the terms and conditions set forth in the Agreement (defined below).

PLATFORM FEES

Subject to the terms and conditions of the Agreement, the Client hereby subscribes to the Platform and will pay NDT the following fees for access and use of the Platform (collectively, the "**Platform Fees**"):

Standard Platform Access	☐
Premium Platform Access	☐
Platform Fees	<i>[E.g., Twenty percent (20%) of the sale price of each Collectible created through the Platform and twenty percent (20%) of all revenues earned by the Client upon each subsequent resale of a Collectible.]</i>

SERVICES ORDER

Subject to the terms and conditions of the Agreement, the Client wishes to engage NDT to provide the following Services selected below, which selections will be indicated by the Client's initial alongside each applicable service category, and which Services will be subject to the service fees set out below (collectively, the "**Service Fees**"):

☐	(a) STRATEGIC CONSULTING
SERVICE DESCRIPTION	
FEES	

☐	(b) MANAGED SERVICES
SERVICE DESCRIPTION	
FEES	

☐	(c) OTHER ANCILLARY SERVICES
SERVICE DESCRIPTION	
FEES	

ADDITIONAL TERMS (If any)

Subject to the terms and conditions of the Agreement, the parties further agree as follows:

SIGNATURE

This Engagement Form is entered into by and between NDT and the Client, as such parties are identified and defined herein, as of the Effective Date first written above. By executing this Engagement Form, the parties hereby agree to be bound by the terms and conditions of this Engagement Form and the Creator Services Agreement attached hereto as **Schedule "A"** (collectively, the "**Agreement**").

NEXT DECENTRUM TECHNOLOGIES INC.**CLIENT NAME:** _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE "A"

CREATOR SERVICES AGREEMENT

This Creator Services Agreement (the "**Agreement**") outlines the terms and conditions under which **NEXT DECENTRUM TECHNOLOGIES INC.** ("**NDT**") agrees to provide access to its Platform and certain Services to the Client identified and defined in the Engagement Form referencing this Agreement and executed by such parties (the "**Engagement Form**"). This Agreement is effective as of the effective date specified in the Engagement Form (the "**Effective Date**") and incorporates by reference: (a) the Engagement Form; and (b) the NDT Privacy Policy available at [\[insert link\]](#) (the "**Privacy Policy**") as may be amended by NDT from time to time.

Certain capitalized terms used herein are defined in Section 15 of this Agreement. Any capitalized terms used but not defined in this Agreement may be defined in the Engagement Form, and such definitions apply hereto.

NOW, THEREFORE, for good and valuable consideration, NDT and the Client hereby agree as follows:

1. PLATFORM AND SERVICES

- 1.1 Platform.** Subject to the terms and conditions herein, NDT will use commercially reasonable efforts to provide access and use of the Platform to the Client during the Term with at least **99.5%** uptime, which excludes: (i) planned downtime; or (ii) any unavailability caused by a Force Majeure Event. NDT may modify or discontinue the Platform at any time and from time to time in its sole discretion.
- 1.2 Collectibles.** Subject to the terms and conditions herein, the Client hereby agrees that any Collectible issued by the Client on the Platform must include at least one utility that has been pre-approved by NDT, where such utilities may include (but are not limited to) access to unique goods, services or experiences.
- 1.3 Services.** Subject to the terms and conditions herein, and in exchange for the Service Fees, NDT will provide the Client with the Services expressly set out in the Engagement Form. The Services may be amended, modified or supplemented at any time and from time to time with mutual consent and in a written form satisfactory to NDT. NDT may from time to time engage third parties (each a "**Subcontractor**"), such as independent contractors, affiliates, service providers, licensees and agents, to perform any part of the Services. NDT will: (a) remain directly responsible to the Client for the acts or omissions of each Subcontractor; and (b) ensure that each Subcontractor is bound in writing to terms equally as protective of the Client as the terms and conditions of this Agreement.

2. PLATFORM USE

- 2.1 Client Account.** The Client will have access to the Platform through a client account provided by NDT (the "**Client Account**"). The Client is solely responsible for all activity occurring in connection with the Client Account, and for maintaining the security of the Client Account and its log-in information. Client Accounts may not be transferred to another person without NDT's prior written consent.
- 2.2 Responsible Use.** The Client will: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Content, including ensuring that it has obtained any necessary consents from, and made any necessary disclosures to, any applicable persons to enable the lawful use of the Client Content in connection with the Platform and/or the Services; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform through its Client Account, and notify NDT promptly of any such unauthorized access or use; (c) have sole responsibility for connectivity between the Client systems and the internet and the security of the Client's link to the Platform; and (d) comply with all applicable laws in using the Platform, including anti-money laundering, know your client, and counter-terrorist financing regulations, including, but not limited to monitoring of and for suspicious transactions and mandatory reporting to the relevant authorities; and (e) comply with any standard policies published by NDT with respect to the Platform.
- 2.3 Restrictions.** The Client will not, and will not permit any other person to, access or use the Platform except as expressly permitted by this Agreement. Without limiting the foregoing, the Client will not, except as expressly permitted by this Agreement: (a) promote or market the Collectibles in a manner intended to give buyers the impression that such Collectibles are investment products or that they can expect capital appreciation or derive profits from purchase of such Collectibles, or indicate that such Collectibles may be characterized as securities or any other form of regulated investment product in any applicable jurisdiction; (b) copy, modify or create derivative works or improvements of the Platform; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Platform or any part thereof; (d) bypass or breach any security measures used by the Platform; (e) input, upload, transmit or otherwise provide to or through the Platform any information or materials that are unlawful or injurious, or contain, transmit or activate any virus, trojan horse, worm, backdoor, malware or other malicious computer code; (f) transmit, or otherwise export any of the Platform or underlying information or technology; (g) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Platform; (h) remove, delete, alter or obscure any trade-marks, specifications, warranties or disclaimers, or any copyright, trade-mark, patent or other intellectual property or proprietary rights notices from the Platform; (i) access or use the Platform in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other rights of any third party; (j) provide any usernames, passwords or other information which would permit access to the Platform to any person who does not have authorized access from NDT; or (k) use the Platform other than for its intended purposes.
- 2.4 Remedy.** Without limiting any of its other rights in this Agreement, NDT may immediately suspend or terminate the Client Account and the Client's access and use of the Platform and/or the Services if the Client does not comply with this Section 2. Any such suspension or termination of the Client Account and/or the Services due to the Client's non-compliance with this Section 2 shall not create any liability on part of NDT.

3. FEES AND PAYMENT

- 3.1 Fees.** The Client will pay NDT the Fees in the amounts, at the times and according to the terms set out in the Engagement Form. Unless otherwise expressly set out in the Engagement Form: (a) all Service Fees payable under this Agreement are exclusive of any and all taxes, withholdings and other levies and imposts applicable thereon ("**Taxes**"), and such Taxes will be invoiced together with the Service Fees; and (b) invoices under this Agreement are payable, without deduction, holdback or setoff, upon receipt, except where such amounts invoiced are disputed by the Client in good faith (invoice disputes will not affect the undisputed amounts payable by the Client).

- 3.2 **Failure of Payment.** Unless expressly provided otherwise in the Engagement Form, interest will accrue on amounts past due at a rate of twelve percent (12%) per annum. Without limiting any other remedy available to NDT by law, in equity, or herein, in the event that the Client's payment obligations are overdue, NDT may suspend its obligations to the Client relating to the Services until such time as all amounts due and owing under this Agreement are paid in full.

4. **PROPRIETARY RIGHTS**

- 4.1 **License to Client Content.** The Client hereby grants NDT a worldwide, irrevocable, non-exclusive, royalty free, sublicensable, transferable license to use, reproduce, modify, exploit, publish, edit, distribute, publicly display, publicly perform and make derivative works of all Client Content in any form, media or technology, whether now known or hereafter developed: (a) for use in connection with the Platform and the Services; and (b) as necessary or useful for NDT to enforce this Agreement and exercise its rights and perform its obligations hereunder.

- 4.2 **Rights Reserved.** NDT is and will remain the sole and exclusive owner of all right, title and interest (including all Intellectual Property Rights) in and to the Platform and the Services, and all improvements, enhancements or modifications thereto. Except for the rights and licenses expressly granted in this Agreement, neither party grants to the other party any Intellectual Property Rights under this Agreement, and all such rights, title and interests are hereby reserved.

5. **CONFIDENTIALITY**

- 5.1 **Obligation.** Receiving Party hereby acknowledges that the Disclosing Party's Confidential Information is an asset of considerable value, the unauthorized use or disclosure of which would be damaging. Receiving Party will, during and subsequent to the Term: (a) keep the Confidential Information of the Disclosing Party confidential and use such Confidential Information solely for the purposes of exercising its rights and performing its obligations under this Agreement; (b) not directly, or indirectly, without authorization from the Disclosing Party reveal, report, publish, disclose or transfer such Confidential Information to any third party; (c) utilize procedures constituting a high degree of care to maintain the security of such Confidential Information and in no event less than a reasonable standard of care under the circumstances; and (d) disclose such Confidential Information to its employees and contractors, solely on a need-to-know basis as reasonably required under this Agreement, provided that, any access or disclosure to the Disclosing Party's Confidential Information that is granted by the Receiving Party to its employees and contractors will first require the Receiving Party to enter into a written agreement with each such employee and contractor that contains confidentiality obligations and intellectual property ownership terms that are in content at least as protective as the provisions hereof. If a Receiving Party is required by law or court order to disclose any Confidential Information of the Disclosing Party, such Receiving Party will: (i) first notify the Disclosing Party of same in writing and without delay; and (ii) cooperate with the Disclosing Party, and use its own best efforts, to limit any such disclosure to the minimum disclosure necessary to comply with such law or court order.

- 5.2 **Return of Confidential Information.** Subject to the terms of this Agreement, Receiving Party will return or irretrievably destroy the Confidential Information of the Disclosing Party within thirty (30) days after such request from the Disclosing Party. If requested by the Disclosing Party, the Receiving Party will provide a statutory declaration certifying the return or destruction (as applicable) within five (5) days thereafter.

- 5.3 **Injunctive Relief.** Each party acknowledges and agrees that should it breach its obligations of non-disclosure under this Section 5, the other party may suffer harm which may not be adequately compensated by monetary damages. In such event, the non-breaching party may, in addition to any other remedy available in law or equity, seek specific performance and injunctive or other equitable relief without bond or proof of damages.

6. **REPRESENTATIONS AND WARRANTIES**

- 6.1 **Mutual Representations and Warranties.** Each party hereby represents and warrants to the other party that: (a) it is a business duly registered or incorporated, validly existing, and in good standing under the laws of its jurisdiction; (b) it has full right and authority to enter into, execute, and perform its obligations under this Agreement; and (c) the execution, delivery, and performance of this Agreement constitutes a legal, valid, and binding agreement of such party.

- 6.2 **Client Representations and Warranties.** The Client hereby represents and warrants to NDT that the Client has all necessary rights and permissions in the Client Content to grant the rights to NDT provided in this Agreement, and the Client Content will not infringe, or constitute an infringement or misappropriation of, any Intellectual Property Rights or other proprietary rights of any third party.

- 6.3 **NDT Representations and Warranties.** NDT hereby represents and warrants to the Client that: (a) it will perform the Services in compliance with applicable laws; (b) it will perform the Services in a professional manner; (c) the Services and any deliverables provided in connection therewith (the "**Deliverables**") will not infringe, or constitute an infringement or misappropriation of, any Intellectual Property Rights of any third party; and (d) the Services and Deliverables will conform in all material respects to the specifications in the Engagement Form.

7. **TERM AND TERMINATION**

- 7.1 **Term.** Unless terminated earlier pursuant to the terms and conditions of this Agreement, this Agreement will commence on the Effective Date and will remain in effect for Initial Term specified in the Engagement Form (the "**Initial Term**"). Thereafter, the term of the Agreement will be automatically renewed for additional one (1) year renewal terms (any such subsequent renewal term referred to in this Agreement as a "**Renewal Term**"), unless either party gives written notice of non-renewal to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. Collectively, the Initial Term and any subsequent Renewal Term will constitute the "**Term**".

- 7.2 **Termination for Convenience.** Either party may terminate this Agreement for any reason by providing thirty (30) days written notice to the other party.

7.3 **Termination for Cause.** Either party may terminate this Agreement immediately upon written notice if the other party: (a) fails to correct a material breach of its obligations under this Agreement within thirty (30) days after receipt by such other party of written notification from the notifying party of such material breach, provided however, that a breach of the confidentiality obligations set forth in Section 5 will be grounds for immediate termination of this Agreement by written notice from the non-breaching party; or (b) files a bankruptcy petition, has a *bona fide* petition filed involuntarily against it, becomes insolvent, makes an assignment for the benefit of creditors, consents to the appointment of a trustee, or if bankruptcy reorganization or insolvency proceedings are instituted by or against the other party.

7.4 **Effect of Termination.** Termination will not relieve the Client of the obligation to pay any Fees accrued and payable to NDT in accordance with this Agreement. Upon termination of this Agreement for any reason pursuant to this Section 7, any provision of this Agreement that imposes an obligation after termination will survive the termination of this Agreement, including Sections 3 – 5 (inclusive) and 7 – 12 (inclusive).

8. **INDEMNITY**

8.1 **Mutual Indemnity.** Each party (the “**Indemnitor**”) will defend, indemnify and hold harmless the other party and their officers, directors, contractors, and employees (together, the “**Indemnitees**”) against and from any and all third party claims, demands, actions, causes of action, damage, loss, suits, proceedings, costs, liabilities, expenses and charges incurred or suffered by the Indemnitees as a result of or in connection with any material non-fulfillment or breach of any warranty or covenant, or any material misrepresentation, under this Agreement by the Indemnitor. This Section will survive termination of this Agreement for a period of three (3) years.

8.2 **Client Indemnity.** The Client will defend, indemnify and hold harmless NDT and their officers, directors, contractors, and employees (together, the “**NDT Indemnitees**”) against and from any and all third-party claims, demands, actions, causes of action, damage, loss, suits proceedings, costs, liabilities, expenses and charges incurred or suffered by the NDT Indemnitees as a result of or in connection with any breach of applicable laws, or any liability incurred as a result of the sale of the Collectibles.

9. **DISCLAIMER**

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS AGREEMENT, NDT HEREBY DISCLAIMS ANY AND ALL GUARANTEES, REPRESENTATIONS, CONDITIONS AND WARRANTIES REGARDING THE PLATFORM AND THE SERVICES, WHETHER IMPLIED OR STATUTORY, ORAL OR OTHERWISE, ARISING UNDER ANY LAW OR OTHERWISE, INCLUDING CONDITIONS AND WARRANTIES WITH RESPECT TO NON-INTERRUPTION, ERROR-FREE OPERATION, MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PLATFORM AND THE SERVICES ARE PROVIDED “AS-IS”. THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING ANYTHING IN THIS AGREEMENT, NDT HEREBY DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE IN CONNECTION WITH THIRD-PARTY SOFTWARE OR MATERIALS AND THEIR USE OR INCLUSION IN THE PLATFORM AND/OR THE SERVICES, INCLUDING ANY THIRD-PARTY WEBSITES.

10. **ASSUMPTION OF RISK**

The Client hereby acknowledges and agrees that: (a) the Client is solely responsible for determining any tax implications relating to its Collectible transactions; (b) the prices for Collectibles are volatile and may materially and adversely affect the marketability of Collectibles; (c) regulatory risks pertaining to Collectible transactions and blockchain technologies are uncertain and may be subject to change, and any such changes may materially and adversely affect Collectibles and transactions relating thereto; and (d) Collectibles are stored, sent and received on the blockchain, which NDT does not control and is not responsible for.

11. **LIMITATION OF LIABILITY**

NDT’S MAXIMUM LIABILITY TO THE CLIENT UNDER THIS AGREEMENT IS THE AGGREGATE AMOUNT OF SERVICE FEES PAID TO NDT BY THE CLIENT UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY.

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO ANY OTHER PARTY FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS, LOST OPPORTUNITY COSTS OR OTHER SIMILAR PECUNIARY LOSS), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

12. **DISCLAIMER ON NATURE OF SERVICES**

NDT hereby advises the Client that NDT does not conduct foreign currency exchange or money transfer services. NDT does not transmit or convert money and is not a money services business, as defined by applicable legislation. Furthermore, NDT is also not a wallet provider, financial institution, exchange, broker, creditor, or a dealer in the business of trading securities. NDT’s services are limited only to operating the Platform which provides authorized users the technological means to view, explore, showcase, and manage the purchase and sale of Collectibles, and offering strategic consulting services, end-to-end managed services and technology development and support services in connection with the Platform

13. **RELEASE**

If the Client has a dispute with one or more users of the Platform, the Client hereby releases NDT (and NDT’s affiliates and subsidiaries, and their respective officers, directors, employees and agents) from claims, demands and damages (actual and otherwise) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release, Client expressly waives any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only**

those claims which the Client may know or suspect to exist in their favour at the time of agreeing to this release.

14. GENERAL

- 14.1 Entire Agreement.** This Agreement, which includes the Engagement Form and the Privacy Policy, constitutes the entire agreement between the parties concerning its subject matter. In the event of a conflict, the following order of precedence will apply (in descending order of priority): (a) this Agreement; (b) the Engagement Form and (c) the Privacy Policy. For certainty, the presence or absence of any provision contained in any one of the foregoing documents relative to another will not be deemed to be a conflict.
- 14.2 Governing Law.** This Agreement will be governed by the laws of the province of British Columbia and the federal laws of Canada applicable therein, without regard to conflict of law principles. The provincial and federal courts located in Vancouver, British Columbia, will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement and each party hereby submits to the exclusive jurisdiction of such courts, provided that the foregoing will not prevent either party from seeking interim injunctive relief before any court of competent jurisdiction.
- 14.3 Interpretation.** Headings are convenience of reference only. The term “including” will mean “including without limitation”.
- 14.4 Assignment.** Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, NDT may assign this Agreement in its entirety in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 14.5 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 14.6 Notices.** If any notice or other communication is required or permitted to be given to a party hereunder, such notice or communication will be in writing and: (a) personally delivered; or (b) transmitted by e-mail to the party’s email address set out in the Engagement Form. All such notices or other communications will be deemed to have been given and received upon confirmation of delivery.
- 14.7 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Any waiver must be made in writing. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 14.8 Amendment.** No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by the parties hereto.
- 14.9 Severability.** If all or part of any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in full force and effect. For certainty, in the event that a court of competent jurisdiction determines that any provision herein must be severed from this Agreement, this will not affect or impair the validity of any other provisions of this Agreement, and this Agreement will remain in full force and effect.
- 14.10 Force Majeure.** NDT will not be responsible for any failure to perform its obligations in this Agreement to the extent due to unforeseen circumstances or causes beyond its control (a “**Force Majeure Event**”), including acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, pandemic, government orders, fires, floods, accidents, or strikes, labour problems, computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within NDT’s reasonable control, provided that NDT gives the Client prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.
- 14.11 Counterparts.** This Agreement may be executed electronically and in two or more counterparts, all of which, taken together, will be regarded as one and the same instrument.

15. DEFINITIONS

- (a) “**Confidential Information**” means information that is not generally known to the public or that otherwise constitutes a trade secret under applicable law, including technical information, know-how, technology, software applications and code, prototypes, ideas, inventions, methods, improvements, data, files, information relating to client identities and other client information; provided that, Confidential Information does not include any of the foregoing information that Receiving Party can demonstrate: (i) has entered into the public domain through no wrongful act or breach of any obligation of confidentiality by the Receiving Party; (ii) was in the lawful knowledge and possession of, or was independently developed by, the Receiving Party prior to the time it was disclosed to, or learned by, the Receiving Party hereunder as evidenced by written records; (iii) was rightfully received by Receiving Party from a third party without a breach of such third party’s obligations of confidentiality; or (iv) was approved in writing for release by the Disclosing Party. Confidential Information includes such information that was disclosed by the Disclosing Party to the Receiving Party prior to the Effective Date.
- (b) “**Client Content**” means any information, data, text, photos, graphics, recordings, documentation, images, or other content or materials of any kind or nature that is collected or otherwise received, directly or indirectly, from the Client through the Client’s access and use of the Platform and/or the Services.
- (c) “**Disclosing Party**” means the party who discloses or otherwise divulges Confidential Information to the other party.
- (d) “**Fees**” means the Platform Fees and the Services Fees.

- (e) **“Intellectual Property Rights”** means (i) copyrights and copyrightable works, whether registered or unregistered; (ii) trademarks, service marks, trade dress, logos, registered designs, trade and business names (including Internet domain names, corporate names and e-mail address names), whether registered or unregistered; (iii) patents, patent applications, patent disclosures and inventions (whether patentable or not); (iv) trade secrets, processes, methods, data privacy rights, know-how and rights in designs; and (v) all other forms of intellectual property or any other proprietary rights in every jurisdiction worldwide.
- (f) **“Platform Fees”** has the meaning set out in the Engagement Form.
- (g) **“Receiving Party”** means the party who receives or otherwise obtains Confidential Information from the Disclosing Party or from the Disclosing Party’s employees, agents, representatives, consultants, clients, contractors or suppliers.
- (h) **“Service Fees”** has the meaning set out in the Engagement Form.