

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT is by and between Goliath Ventures Inc.

("Goliath") and _____ ("Partner"). Goliath and

Partner are also referred to herein, individually, as a "Party" and collectively, the "Parties". The effective date of this Agreement (the "Effective Date") shall be the date when the last one of the Parties has executed this Agreement.

BACKGROUND:

A. The Parties desire to enter into a joint venture for the purpose of collaborating on a project in the cryptocurrency arena (the "Joint Venture"), as more particularly described herein.

B. This Agreement sets out the terms and conditions which shall govern the Parties' Joint Venture and their respective rights and obligations.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

1.1. The following terms used in this Agreement shall have the meanings specified below or in the Section in which they first appear:

"Account" means the account(s) created by the Partner and with Goliath to Contribute to the Venture(s).

"Affiliate" means any subsidiary, associated or affiliated company, corporation, limited liability company, or partnership of Goliath and any entity, person or firm that is owned or indirectly controlling, controlled by, or under common control with Goliath.

"Agreement" means this Joint Venture Agreement, as amended from time.

"Bitcoin" means the decentralized digital cryptocurrency on the Bitcoin network which uses public-key cryptography to regulate its generation and transactions.

"Business Day" means any day other than Saturday and Sunday.

"Contribution(s)" means the USD value of any contribution of either USD or cryptocurrency made by Goliath and/or the Partner under this Agreement.

“Ethereum” means the decentralized digital cryptocurrency which is native to the Ethereum blockchain-based platform with smart contract functionality.

“Goliath” means Goliath Ventures Inc. and its Affiliates.

“Representative(s)” means, in relation to a Party, its employees, officers, directors, contractors, delegates, representatives, and advisors.

“Uniswap” refers to Uniswap, a company that provides a cryptocurrency exchange.

“USD” means United States dollars.

“USDC” means United States dollar coin, a digital stablecoin pegged to the United States dollar.

2. TERM.

2.1. The “Term” of this Agreement shall commence on the Effective Date and shall continue for a period one (1) year, unless earlier terminated in accordance with Section 15 of this Agreement. This Agreement shall automatically renew for successive one (1) year periods unless either Party provides written notice to the other Party of its intention not to renew at least thirty (30) days prior to the expiration of the then-current term.

3. JOINT VENTURE.

3.1. The Parties agree to enter a Joint Venture for the purpose of carrying out the particular project by making Contributions into liquidity pools which shall run on one or more exchanges (such as Uniswap) and shall involve the pairing of a combination of cryptocurrencies to exchanges wherein, in lieu of interest, each such one pays exchange fees for the use of the pairing to create liquidity. Each liquidity pool that the Parties collectively decide to contribute to shall be considered a “Venture”.

3.2. With respect to the operation of the Joint Venture, each Party shall have such power and authority as is specifically set forth in this Agreement or as may be otherwise agreed to in writing. Except as specifically set forth in this Agreement, neither Party shall have any authority to act for, or to assume any obligations or responsibilities on behalf of, the other Party. Nothing contained in this Agreement shall constitute the Parties being partners for

any other purpose or render them liable to contribute more than the amount set forth herein or entitle them to any participation in profits of the Joint Venture other than as specified herein.

3.3. The Parties shall mutually decide on which Ventures to engage in, as described in Section 4 below. The Parties shall use reasonable efforts to cooperate in each Venture in accordance with the terms and conditions of this Agreement.

3.4. The Parties acknowledge and agree that this Agreement, and the Joint Venture and activities contemplated hereunder, are not an investment product, investment offering, investment advice, or a security in any way whatsoever.

3.5. The Partner acknowledges and agrees that the tax treatment of the Partner's Contributions to the Joint Venture and any profits a Partner receives from the Joint Venture is uncertain and there may be adverse tax consequences in connection therewith, and that the Partner is solely responsible for properly reporting any profits or losses to the applicable taxing authorities. The Partner is advised to seek its own independent legal or tax advice with respect to its participation in the Joint Venture.

3.6. Goliath hereby guarantees the return of principal amount of capital deposited by Partner in connection with this Joint Venture. This guarantee ensures that the principal amount shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture. This guarantee is applicable to all New External deposits from the Partner, not monies that are "rolled up and will be paid in USDC unless otherwise specified by the Partner. This guarantee is absolute and binding and shall remain in full force and effect until the Principal Amount is paid in full to the Partner.

4. PARTNER ACCOUNT.

4.1. For every specific Contribution which is made by the Partner, subject to the required minimums, an Account will be created for the Partner. Such Account(s) will be reflected on monthly reports provided to Partner.

4.2. To register for an Account, the Partner must provide certain information about themselves as prompted by the Account registration form and process.

4.3. Goliath reserves the right to reject any registration request in its sole and absolute

discretion, with or without providing a reason for such rejection.

4.4. The Partner represents and warrants that:

4.4.1. they are at least 18 years old (for individuals);

4.4.2. that all Contributions made in connection with this Agreement are completely legitimate and are not, whether directly or indirectly, the proceeds of any criminal or other illegitimate activities;

4.4.3. they understand that this is not an investment product or offering and that it is a genuine Joint Venture between the Parties;

4.4.4. they have not relied on information or advice from any other party, including Goliath, to enter into this Joint Venture and that the Partner is entering into this Joint Venture solely based on its own analyses and decisions; and

4.4.5. all required registration information submitted (or that will be submitted in the future) is truthful and accurate, and that they will maintain the accuracy of such information.

4.5. The Partner is responsible for keeping their Account details accurate and up to date. In the event of any change(s), the Partner shall notify Goliath in writing via email. Once the request has been received by Goliath, Goliath may, in its sole and absolute discretion, request additional information from Partner regarding the Account.

4.6. The Partner is responsible for maintaining the confidentiality of their Account information, and the Partner is fully responsible for all activities that occur under its Account. The Partner agrees to immediately notify Goliath of any unauthorized use, or suspected unauthorized use, of the Partner's Account or email or any other breach of security. Goliath will not be liable for any loss or damage arising from the Partner's failure to comply with the above requirements.

4.7. The Partner is not permitted to transfer their rights in or ownership of their Account(s) to any third party.

5. MANAGEMENT AND DECISION MAKING.

5.1. For each Venture, the Parties will work together to decide which liquidity pools to engage in using their Contributions. Such pools shall include, but are not limited to, Bitcoin,

Ethereum, and USDC.

5.2. The Parties understand and agree that any decisions relating to the Ventures and to the Contributions to be made under this Agreement shall be made by the Parties collectively.

As such, each Party is making its own decision(s) and neither Party is providing any form of financial or investment advice to the other.

5.3. Goliath reserves the right to change or amend the methods of operation for the Venture(s) at its sole discretion, where, for example, Goliath has assessed the market conditions and decided that a different approach is more suitable for the Venture(s), and the Partner hereby authorizes Goliath to make such decisions on behalf of Partner.

5.4. Each Party shall be responsible for its own costs and expenses incurred in connection with each Venture and this Agreement and in performing its obligations in connection therewith. Neither Party shall be entitled to charge the other Party for such costs and expenses.

6. CONTRIBUTIONS.

6.1. For each Venture that the Partner participates in, the Partner shall contribute not less than \$100,000 USD (the "Minimum Contribution") to the Venture. The Partner shall not be permitted to pool funds from third parties in order to meet the Minimum Contribution. The Minimum Contribution amount may be changed at any time by Goliath in its sole and absolute discretion.

The Parties agree that no Contributions shall be traded in U.S. regulated securities.

6.2. Goliath will only use its own funds and will not collect, pool together, or use funds of the Partner for other crypto initiatives and/or special projects not connected with the Venture(s).

6.3. The Partner shall send its Contribution(s) to the applicable and correct wallet address(es) as set forth below, or opt in to wire funds, or mail directly to:

BANK NAME: BANK OF AMERICA

BENEFICIARY: GOLIATH VENTURES INC.

BENEFICIARY ADDRESS: 189 S. ORANGE AVE, SUITE 1800

ORLANDO, FL 32801

ACCOUNT NUMBER: 98616122xxxx (Redacted. To be provided after onboarding is completed.)

ROUTING NUMBER: 026009593

Deposit wallets will be provided when the contract is completed.

If the Partner sends an amount less than the Minimum Contribution, the check or wire transfer will be returned to the Partner, and expenses or fees incurred by Goliath in connection with the same shall be charged back to the Partner.

6.5. Neither Party shall be deemed to be managing the other Party's Contributions in any way whatsoever. Furthermore, the Contribution(s) from each Party shall be, at all times, considered under the ownership of that Party.

6.6. Goliath reserves the right to change the payment options and methods herein from time to time in its sole and absolute discretion, and the Partner will be notified of any such change.

7. DISTRIBUTION OF PROFITS.

7.1. Any profits that are generated from a Venture shall be distributed on a monthly basis as follows:

7.1.1. First, to the Partner as follows:

7.1.1.1. Three (3%) on Contributions between \$100,000 and \$499,000 USD and four (4%) for any Contributions over \$500,000

USD.

7.1.2. Next, Goliath shall be entitled to any remaining profits from a Venture.

7.2. The Partner shall have the option to have its monthly profits paid out to them on either a monthly or quarterly basis, as set forth in the table below.

7.3. The Partner shall ensure that the above information provided by the Partner is correct in all respects, as Goliath will not be liable or responsible in any way for any loss or damage

as a result of incorrect information provided in the above table or by the Partner.

8. WITHDRAWALS.

8.1. In the event a Party wants to withdraw all, or a portion of its Contributions made under this Agreement (each, a "Withdrawal"), the withdrawing Party shall send an email to the other Party to notify them of such Withdrawal. To withdraw all or a portion of the balance in the Partner's Account, the Partner shall send a request to Goliath. Goliath will, within a reasonable time from receipt of the Withdrawal notification, process the Withdrawal(s) and will use reasonable efforts to return the Partner's requested Withdrawal amount within 5 to 7 Business Days. Goliath shall send all Withdrawals requested by the Partner by wire to the Partner's address set forth in Section 7.2 above.

8.2. The Partner shall not request a Withdrawal amount which causes less than the Minimum Contribution amount to remain in the Account.

8.3. Goliath reserves the right to delay the Withdrawal process in this Section for up to 90 days in the event that Goliath suspects:

- 8.3.1. any suspicious or malicious activities;
- 8.3.2. system hacks and/exchange delays; or
- 8.3.3. other events which Goliath believes warrants further investigation.

9. CONFIDENTIALITY AND NONDISCLOSURE.

9.1. While participating in the Joint Venture under this Agreement, the Partner may have access to confidential or proprietary information regarding Goliath and its related business entities (the "Confidential Information"). The Partner acknowledges the proprietary and sensitive nature of the Confidential Information and the importance of maintaining the secrecy and confidentiality of such Confidential Information. The Confidential Information includes, but is not limited to, proprietary and confidential matters concerning current, know-how, data and/or other materials related to Goliath's current and proposed operations, as well as Goliath's clients, customers, vendors, security and financial information, technical data, drawings, designs, software, tapes, inventions, discoveries, processes, technology information, marketing strategies, targeting methods, business objectives and

any information relating to the pricing, and research development or related information to which the Partner has gained access in connection with this Agreement. The Partner and its employees and supplier's agents and subcontractors and their employees, shall not, without the prior written consent of Goliath, disclose any Confidential Information to any third party, either orally or in writing, unless such disclosure is (i) required for its performance under this Agreement or (ii) required by law or legal or regulatory process. Unless otherwise required by law, the Partner shall not release or disclose any information concerning the terms and conditions of this Agreement to any third party unless prior written consent is obtained from Goliath.

9.2. The Partner: (i) shall not, without Goliath's prior written consent, disclose the Confidential Information in any manner except as expressly authorized by this Agreement, (ii) shall use the Confidential Information in no event with less than a reasonable degree of care and (iii) shall use its best efforts to prevent disclosure of Confidential Information to unauthorized parties. The Partner shall notify Goliath immediately of any loss or unauthorized disclosure or use of Confidential Information that comes to its attention.

9.3. The Partner shall only use the Confidential Information for the purpose of performing the Services under this Agreement and will restrict disclosure of the Confidential Information solely to those of its employees, agents and subcontractors with a need to know such Confidential Information for the purpose of performing such Services. The Partner will ensure that any such person permitted access to any portion of the Confidential Information is advised of its confidential nature and that it may be used only for the purposes enumerated hereunder.

9.4. The parties agree that any unauthorized use or disclosure of Confidential Information by the Partner may cause immediate and irreparable harm to Goliath for which money damages may not constitute an adequate remedy. In such event, the parties agree that Goliath may seek injunctive relief as appropriate.

9.5. If the Partner is directed by court order, subpoena or other legal or regulatory agency's request or similar process to disclose any of the Confidential Information, the Partner shall notify Goliath in writing, with a copy of such document attached, in sufficient detail

immediately upon receipt of such court order, subpoena, legal or regulatory agency's request or similar process, in order to permit application by Goliath for an appropriate protective order.

9.6. All Confidential Information made available hereunder, including copies thereof, shall be returned to Goliath upon the first to occur of (i) termination of this Agreement or (ii) request by Goliath. Copies of any Confidential Information shall not be retained in any form by the Partner without the prior written consent of Goliath.

10. INTELLECTUAL PROPERTY.

10.1. The Partner acknowledges and agrees that Partner does not have any right to use Goliath's name or logo or any of Goliath's other property or intellectual property rights without the prior written consent of Goliath.

10.2. All information, data, reports, studies, object modules, executables, source code, flow charts, diagrams and other tangible or intangible material (collectively, "Materials") of any nature whatsoever produced by, for, or as a result of, the Joint Venture, and all copies of the foregoing, shall be the sole and exclusive property of Goliath, and such Materials shall be deemed "works made for hire," of which Goliath shall be deemed the author. The Partner shall make use of the Materials only as expressly permitted under this Agreement. To the extent that any Materials are not deemed to be "works made for hire," the Partner hereby irrevocably grants, assigns, transfers and sets over to Goliath all right, title and interest of any kind, nature or description in and to the Materials, including copyrights and any other intellectual property rights therein.

11. PUBLIC ANNOUNCEMENTS.

11.1. Neither party shall make, nor permit any person to make, any public announcement or communication, whether verbal or in writing, concerning the existence, subject matter, or terms of this Agreement, the transactions contemplated hereby, or the relationship between the Parties, without the prior written consent of the other Party.

12. REPRESENTATIONS AND WARRANTIES OF PARTNER.

12.1. The Partner represents and warrants to Goliath that:

12.1.1. the Partner has full power and authority to execute this Agreement and to fulfill its obligations hereunder;

12.1.2. all information, data and materials Partner provides under this Agreement are accurate and complete in all material respects as of the date provided, and

12.1.3. there are no claims, judgments, liens, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas or investigations of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity, pending or, to the Partner's knowledge, threatened against that Partner or any of its assets.

13. DISCLAIMER.

13.1. Partner expressly acknowledges that Goliath makes no representations, warranties or guarantees of any kind, express or implied, as to the success of any Venture and a Partner's right to receive any profits from any Venture.

13.2.1 In the event that the Partner either passes away or becomes incapacitated, Partner agrees and understands that Goliath will automatically terminate the Agreement. The Partner understands that the moment Goliath issues Notice to terminate the Agreement under such circumstances, the funds will no longer continue to earn interest. The Partner understands that the monies held by Goliath shall continue to be held until Goliath is presented with a last will and testament or government issued document specifying who the appropriate recipients or beneficiaries are. In the event that such a document does not exist, Goliath shall continue to maintain said monies until presented with an Order from the Probate Court. Goliath shall continue to maintain the monies to be sent. Should the Partner die or become incapacitated, funds can be directed to the appropriate person(s) based on the appropriate Power of Attorney in place. If no power of attorney exists, the monies shall be held by Goliath until the estate is presented with an appropriate legal document governing where the monies shall be dispersed.

14. INDEMNITY AND LIMITATION OF LIABILITY.

14.1. Partner hereby indemnifies, defends and holds Goliath harmless from and against any and all liabilities, losses, damages, costs, judgments, settlements, penalties, fines, expenses and other expenses of any nature which arise out of or in connection with (a) the Partner's breach of this Agreement; (b) the Partner's failure to comply with applicable laws and regulations; or (c) any third party claim made in connection with (a) or (b) or from any terms of this Agreement.

14.2. Goliath will not be liable for damages that the Partner could have avoided by following Goliath's instructions or for damages caused by the Partner's failure to correctly follow any instructions in this Agreement.

14.3. Neither Party will be liable to the other Party for any losses or damages, whether in contract or tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

14.6.1. loss of profits, sales, business, or revenue.

14.6.2. business interruption.

14.6.3. loss of anticipated savings.

14.6.4. loss of business opportunity, goodwill, or reputation; or

14.6.5. any indirect, special, punitive, or consequential damages.

15. TERMINATION.

15.1. Either Party shall have the right to terminate this Agreement for its convenience, with or without cause, at any time during the Term upon thirty (30) days' prior written notice to the Other Party. Goliath may close the Partner's Account(s) and return the Partner's current amount of funds in the Partner's Account to the Partner at any time for any reason in Goliath's sole and absolute discretion in accordance with this Section 15. The Partner acknowledges and agrees that any termination of their Account may involve deletion of user content associated with such Account. Goliath will have no liability to the Partner or any third party for any termination of this Agreement, including the termination of the Partner's Account except for Goliath's agreement to return the Partner's current amount of funds in the Partner's Account to the Partner.

15.2. Goliath shall have the right to immediately terminate this Agreement upon any of the following events:

15.2.1. gross negligence, willful misconduct, or fraud of the Partner.

15.2.2. the Partner files a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent;

15.2.3. the Partner makes an assignment for the benefit of creditors or takes other similar action for the protection or benefit of creditors;

15.2.4. the Partner breaches any material term of this Agreement, and such breach is incurable by Partner or, if such breach is curable, Partner fails to cure the breach within 10 days after notification by Goliath in writing to do so; or

15.2.5. if any representation or warranty of the Partner in Section 12 of this Agreement is found to be untrue or misleading.

15.3. The Partner shall have the right to terminate this Agreement upon written notice (which includes email) to Goliath. If the Partner terminates this Agreement (or any Account) in the middle of a week, any profit owed derived from that week will not be paid to the Partner.

16. EFFECTS OF TERMINATION.

16.1. The Partner acknowledges and agrees that once the Partner's Account(s) has been terminated, or once a termination notice has been received by either Party, the Partner shall no longer have the right to receive any profits or rewards after such date of termination.

16.2. All Sections of this Agreement which, either expressly or by their nature, are intended to survive the termination of this Agreement shall remain in full force and effect after such termination.

16.3. If the Partner whose Account(s) has been terminated wants to reapply for another Account, Goliath will have sole discretion in deciding whether or not to accept any such application.

16.5. Each Party shall remain responsible for its obligations with respect to actions and events prior to the termination of this Agreement.

17. FORCE MAJEURE.

17.1. Goliath shall not be liable for any failure or delay in performing its material obligations where such failure or delay results from any cause that is beyond Goliath's reasonable control, including, but not limited to civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, or any other event that is beyond the reasonable control of Goliath.

18. ASSIGNMENT AND OTHER DEALINGS.

18.1. Goliath, in its sole discretion, may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all of its rights and obligations under this Agreement without the consent of the Partner.

18.2. The Partner shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all its rights and obligations under this Agreement without the prior written consent of Goliath.

19. NOTICES.

19.1. A notice given to a Party under or in connection with this Agreement shall be in writing and sent to the Party at the address or email address set forth in this Agreement. Any notification sent by email will be deemed delivered on the date of transmission.