

IN THE CIRCUIT COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

JOHN D. EULIANO, as Trustee of the
JOHN D. EULIANO REVOCABLE
TRUST UTD 5-27-14, and
BREVARD NURSING ACADEMY, LLC
d/b/a COASTAL TECHNICAL
INSTITUTE, a Florida limited liability
company,

CASE NO.:

Plaintiffs,

v.

GOLIATH VENTURES, INC.,
a Wyoming corporation,

Defendant.

/

COMPLAINT

Plaintiffs, John D. Euliano, as Trustee of the John D. Euliano Revocable Trust UTD 5-27-14 (the “Trust”), and Brevard Nursing Academy, LLC d/b/a Coastal Technical Institute (“BNA,” and together with the Trust, “Plaintiffs”), by and through undersigned counsel, sue Defendant, Goliath Ventures, Inc. (“Goliath” or “Defendant”), and allege:

NATURE OF THE ACTION

1. This is an action for damages exceeding \$50,000.00, exclusive of interest, attorneys’ fees, and costs, arising from Defendant’s breaches of two written joint venture agreements and related exit agreements.

2. This dispute arises out of an arrangement involving cryptocurrency liquidity pools. In decentralized finance, a “liquidity pool” generally refers to a pool of deposited digital assets (often two assets paired together) that is used by an exchange or protocol to facilitate trading.

Rather than relying on a traditional order book, trades are executed against the pool, and the pool's participants can earn fees generated by those trades.

3. Here, the Trust and BNA each provided substantial funds with Goliath for the stated purpose of deploying those funds into cryptocurrency liquidity pool ventures, and each agreement provides for the return of principal and the payment of profit distributions as set forth in the applicable agreement.

4. Between September and October of 2025, due apparently to the mismanagement of Goliath by its operator, Christopher Delgado, Goliath stopped paying profit distributions to Plaintiffs and other participants in the Goliath liquidity pool. Plaintiffs, upon realizing the extent of Goliath's misconduct, submitted exit paperwork terminating their respective joint ventures, and Goliath issued written Exit Agreements confirming the "current account balance" to be remitted to each Plaintiff and promising disbursement within seven to ten business days after processing.

5. Despite demand, Goliath has failed to remit Plaintiffs' funds and has failed to pay all accrued amounts owed.

PARTIES, JURISDICTION, AND VENUE

6. Plaintiff John D. Euliano is the Trustee of the John D. Euliano Revocable Trust UTD 5-27-14, a trust created and existing under the laws of the State of Florida. Plaintiff John D. Euliano is *sui juris*.

7. Plaintiff Brevard Nursing Academy, LLC d/b/a Coastal Technical Institute is a limited liability company organized and existing under the laws of the State of Florida.

8. Defendant Goliath Ventures, Inc. is a Wyoming corporation. Goliath transacts business in Florida and maintained and/or used Florida contact information and banking arrangements in connection with the Parties' contracts and performance, including identifying its

notices address as 189 S Orange Ave, STE 1800, Orlando, Florida 32801-3261 and providing Florida-based account information for funding.

9. Personal jurisdiction is proper because Defendant engaged in business activities in Florida, entered contracts governed by Florida law, and committed breaches causing injury in Florida.

10. Venue is proper in Broward County because the parties' dispute-resolution and venue provisions designate Broward County, Florida, and because material acts and omissions giving rise to the claims occurred in Florida.

11. All conditions precedent to bringing this action have been performed, satisfied, excused, or waived, including any applicable notice and pre-suit dispute-resolution requirements.

12. Plaintiff has retained the undersigned counsel and is obligated to pay reasonable attorneys' fees and costs.

GENERAL ALLEGATIONS

A. The Trust Joint Venture Agreement

13. The Trust and Goliath entered into a written Joint Venture Agreement (the "Trust JVA") for the purpose of collaborating on a project in the cryptocurrency arena.

14. A true and correct copy of the Trust JVA is attached hereto as **Exhibit A**.

15. Under the Trust JVA, the Parties contemplated making "Contributions into liquidity pools" on one or more exchanges, including pairing cryptocurrencies to create liquidity and earning exchange fees. Trust JVA §§ 3.1–3.3.

16. The Trust JVA defines "Contribution(s)" as the USD value of any contribution of USD or cryptocurrency made by Goliath and/or the Partner under the agreement. Trust JVA § 1.1

17. Under the Trust JVA, profits generated from a venture were to be distributed to the participants on a monthly basis, first to the Partner at “Five (5%) on Contributions and current balances,” characterized as a “grand-fathered” rate. Trust JVA §§ 7.1–7.1.1.1.

18. Most importantly, Goliath expressly guaranteed return of the Trust’s principal: “Goliath hereby guarantees the return of [the] principal amount of capital deposited by the Partner,” and the principal “shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture,” with the guarantee remaining “absolute and binding” until the principal is paid in full. Trust JVA § 3.6.

19. The Trust JVA provides a withdrawal process by which a party may withdraw all or a portion of its Contributions by email notice, and Goliath agreed to process withdrawals within a reasonable time and use reasonable efforts to return the requested withdrawal amount within 5 to 7 business days. Trust JVA § 8.1.

20. The Trust performed its obligations under the Trust JVA, including making Contributions as contemplated by the agreement. Trust JVA §§ 3.1, 6.1, 6.4.

21. On January 20, 2026, the Trust executed Goliath’s Exit Agreement terminating the joint venture at the Trust’s request.

22. A true and correct copy of the Trust Exit Agreement is attached hereto as **Exhibit B.**

23. The Exit Agreement states that the “current account balance which will be remitted” to the Trust is \$656,231.38, and that once executed and processed, funds would be disbursed within seven to ten business days. Importantly, this sum does not include roughly \$550,000 in previous withdrawal requests that have not been honored by Goliath.

24. Despite the Trust's termination/withdrawal request and the executed Trust Exit Agreement, Goliath has failed and refused to remit the Trust's funds, including the principal/account balance described above, and has failed to pay all amounts owed through termination (including monthly distributions required by the Trust JVA). Trust JVA §§ 3.6, 7.1–7.1.1.1, 8.1.

B. The BNA Joint Venture Agreement

25. BNA and Goliath entered into a written Joint Venture Agreement dated March 4, 2025 (the “BNA JVA”).

26. A true and correct copy of the BNA JVA is attached hereto as **Exhibit C**.

27. The BNA JVA provides that, from any profits made, the Partner is entitled to “guaranteed monthly profits” generated by its Contributions, including (for Ethereum, Bitcoin, and USDC) a 5% monthly distribution rate from the Partner’s liquidity account value. BNA JVA §§ 6.1.1–6.1.1.1.

28. The BNA JVA further provides that Goliath guarantees the principal amount held, and that in the event of “impermeant loss,” Goliath is responsible for the initial principal and “all principal payments will be sent back to partners in a timely manner.” BNA JVA § 6.3.

29. The BNA JVA provides that monthly profits may be paid out or compounded, and that if compounding is selected, monthly profits are added to the Partner’s account. BNA JVA § 6.4.

30. The BNA JVA provides a withdrawal process requiring the Partner to request withdrawals by email, including by sending a request to help@goliathventuresinc.com, and states that Goliath will process withdrawals within a reasonable time and “aim” to return the Partner’s cryptocurrency amount within a 24 to 72-hour period. BNA JVA §§ 7.1–7.2, 7.6.

31. BNA performed its obligations under the BNA JVA, including making Contributions and complying with the agreement's requirements.

32. On January 21, 2026, BNA executed Goliath's Exit Agreement terminating the joint venture at BNA's request.

33. A true and correct copy of the BNA Exit Agreement is attached hereto as **Exhibit D.**

34. The Exit Agreement states that the "current account balance which will be remitted" to BNA is \$235,202.50, and that once executed and processed, funds would be disbursed within seven to ten business days.

35. Despite BNA's termination/withdrawal request and the executed BNA Exit Agreement, Goliath has failed and refused to remit BNA's funds, including the principal/account balance described above, and has failed to pay all accrued amounts owed through termination (including guaranteed monthly profits required by the BNA JVA). BNA JVA §§ 6.1.1–6.1.1.1, 6.3–6.4, 7.1–7.2.

C. Plaintiffs' Demand and Goliath's Failure to Respond/Perform

36. On February 5, 2026, Plaintiffs served a written Notice of Claim/Written Invitation to Negotiate on Goliath and its counsel demanding immediate remittance of Plaintiffs' principal/account balances and accrued amounts owed, and initiating the negotiation process required by both agreements. Trust JVA § 25.1; BNA JVA §§ 28.1–28.2.

37. Goliath has failed and refused to timely respond and perform and has failed to return Plaintiffs' funds and pay all amounts owed.

COUNT I — BREACH OF CONTRACT (TRUST JVA)

38. Plaintiffs reallege paragraphs 1–37 as if fully set forth herein.
39. The Trust JVA constitutes valid and enforceable contracts between the Trust and Goliath governing, among other things, liquidity pool contributions, the return of principal, profit distributions, and withdrawal/return obligations.
40. The Trust performed its obligations under the Trust JVA.
41. Goliath materially breached the Trust JVA by failing and refusing to return the Trust's principal/account balance as guaranteed and promised, including failing to "fully reimburse" the principal "without diminution or impairment" and failing to remit the Trust's "current account balance" confirmed in the Trust Exit Agreement. Trust JVA § 3.6.
42. Goliath also breached the Trust JVA by failing to honor the withdrawal/return obligations after the Trust's withdrawal/termination request, including the requirement that Goliath use reasonable efforts to return the requested withdrawal amount within 5 to 7 business days. Trust JVA § 8.1.
43. Goliath further breached the Trust JVA by failing to pay amounts owed through termination, including monthly profit distributions required to be distributed first to the Partner at the 5% rate on Contributions and current balances. Trust JVA §§ 7.1–7.1.1.1; § 15.3.
44. As a direct and proximate result of Goliath's breaches, the Trust has suffered damages in an amount to be proven at trial, including at least \$1,284,074, plus prejudgment interest.
45. The Trust is entitled to recover its reasonable attorneys' fees and costs as the prevailing party under the Trust JVA. Trust JVA § 26.1.

WHEREFORE, Plaintiffs request that the Court enter judgment in favor of the Trust and against Defendant for damages, prejudgment interest, post-judgment interest, attorneys' fees and costs, and such other relief as the Court deems just and proper.

COUNT II — BREACH OF CONTRACT (BNA JVA)

46. Plaintiffs reallege paragraphs 1–37 as if fully set forth herein.
47. The BNA JVA (and related BNA Exit Agreement) constitute valid and enforceable contracts between BNA and Goliath governing, among other things, profit distributions, the return of principal, and withdrawal/return obligations.
48. BNA performed its obligations under the BNA JVA.
49. Goliath materially breached the BNA JVA and BNA Exit Agreement by failing and refusing to return BNA's principal/account balance, including failing to return principal "in a timely manner" and failing to remit the "current account balance" confirmed in the BNA Exit Agreement. BNA JVA § 6.3.
50. Goliath also breached the BNA JVA by failing to honor the withdrawal/return obligations after BNA's withdrawal/termination request, including failing to process withdrawals within a reasonable time and failing to aim to return the relevant cryptocurrency amount within 24 to 72 hours. BNA JVA § 7.2.
51. Goliath further breached the BNA JVA by failing to pay guaranteed monthly profits owed through termination, including the 5% monthly distribution rate from the liquidity account value. BNA JVA §§ 6.1.1–6.1.1.1; § 6.4.
52. As a direct and proximate result of Goliath's breaches, BNA has suffered damages in an amount to be proven at trial, including at least \$241,500, plus prejudgment interest.

WHEREFORE, Plaintiffs request that the Court enter judgment in favor of BNA and against Defendant for damages, prejudgment interest, post-judgment interest, attorneys' fees and costs, and such other relief as the Court deems just and proper.

Respectfully submitted this 10th day of February 2026, by:

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By: /s/ Jordan A. Shaw
JORDAN A. SHAW, ESQ.
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the forgoing was served through the Florida Courts E-filing portal to all counsel of record.

By: /s/ Jordan A. Shaw
Jordan A. Shaw, Esq

EXHIBIT A

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT is by and between Goliath Ventures Inc. ("Goliath") and John D Euliano Revocable Trust UTD 5-27-14 ("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, present or future, directly 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 in recording 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, an exchange 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 amounts 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 agrees to seek its own independent legal and 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 the 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.
- 6.2. The Parties agree that no Contributions shall be traded in U.S. regulated securities.
- 6.3. 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).
- 6.4. 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: JP MORGAN CHASE

ACCOUNT NUMBER: 68568xxxx (Redacted. To be provided after onboarding is completed.)

ROUTING NUMBER: [REDACTED]

ADDRESS: 189 S Orange Ave STE 1800, Orlando, FL 32801

Swift Code: CHASUS33

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. Five (5%) on Contributions and current balances. This is considered as a "grand-fathered" rate. If the Partner terminates this agreement and wishes to become a Partner again, they will be given the new Joint Venture agreement and applicable rates.

- 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.

Address Info:		Payout Option
Partner's Address	Partner Name (check payable to): <u>John Euliano</u>	Monthly Payout
	<u>1152 Queen Anne Court</u>	
Address		
<u>Winter Springs</u>	<u>FL</u>	<u>32708</u>
City	State	Zip
<input checked="" type="checkbox"/> Monthly Rollover <small>If not applicable - note N/A</small>		

PARTNER WIRE INFO:

BANK NAME: JP Morgan / Chase

ACCOUNT NUMBER: XXXXXXXXXX =

ROUTING NUMBER/SWIFT: XXXXXXXXXX _____

BANK ADDRESS: 5601 Red Bug Lake Road, Winter Springs, FL 32708

PARTNER WALLET INFO

Wallet	Wallet Details
The Partner's BTC Wallet Address	<p>Wallet:</p> <hr/> <p>Wallet Network: BTC</p> <p>If not applicable - note N/A</p>
The Partner's Ethereum Wallet Address	<p>Wallet:</p> <hr/> <p>Wallet Network: ERC20</p> <p>If not applicable - note N/A</p>
The Partner's USDC Wallet Address	<p>Wallet:</p> <hr/> <p>Wallet Network: ERC20</p> <p>If not applicable - note N/A</p>

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 certain know-how, data and/or other matters 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, developments, 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 treat Confidential Information with at least the same degree of care that it treats its own confidential information, but 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.

14. INDEMNITY AND LIMITATION OF LIABILITY.

14.1. Partner hereby indemnifies, defends and holds Goliath harmless from and against any and all liabilities, penalties, damages, costs, judgments, settlements, attorneys' fees and disbursements, or other expenses of any nature whatsoever paid or incurred in connection with claims arising from Partner's (a) breach of any representation or warranty herein, or (b) breach of 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 whatsoever to the Partner 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 received on the date of transmission.

19.2. The Partner's information for all notices is as follows:

Legal name (of entity or person): John Euliano

Mailing Address: 1152 Queen Anne Court, Winter Springs, Florida 32708

Phone: [REDACTED]

Email: jeuliano@gkbinvestments.com

19.3. Goliath's information for all notices is as follows:

Legal name (of entity or person): Goliath Ventures, Inc.

Mailing Address: 189 S Orange Ave, STE 1800 Orlando, FL 32801-3261

Phone: (407) 793-4979

Email: agreement@goliathventuresinc.com

20. SEVERABILITY.

20.1. If any part or provision of this Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the Parties shall negotiate in good faith toward a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. NO PARTNERSHIP OR AGENCY.

21.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between the Parties, make any Party the agent of the other Party, or authorize one Party to make or enter into any commitments for or on behalf of the other Party, except as expressly provided in this Agreement.

21.2. Each Party agrees it is acting on its own behalf and not for the benefit of any other person.

22. WAIVER.

22.1. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

23. COUNTERPARTS.

- 23.1. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 23.2. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. ENTIRE AGREEMENT.

- 24.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to the subject matter herein.

25. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION.

- 25.1. Any and all matters of dispute between the Parties to this Agreement and all questions relating to its validity, interpretation, remediation and enforcement, whether arising from the Agreement itself or from alleged extra-contractual dealings, interactions, or facts prior to or subsequent to the formation of the Agreement, shall be governed by, and the rights and responsibilities of the parties construed and enforced in accordance with, the laws of Florida, regardless of the legal theory upon which such matter is asserted and without regard to its conflict of laws principles. Any controversy or claim arising out of, related to, or in connection with this Agreement (a "Claim") which cannot be resolved by negotiation between the parties within thirty (30) days of either party giving notice to the other party of such Claim shall be submitted to mediation before a mutually agreeable mediator in Broward County, Florida. In the event mediation is unsuccessful, the Claim shall be settled, at the request of either party, by binding arbitration before the American Arbitration Association using the AAA's Commercial Arbitration Rules as in effect at the time the arbitration is commenced by written demand via notice to either party to this Agreement. The venue shall be in Broward County, Florida, and the arbitration shall be held before a single, neutral arbitrator who has experience in the financial services industry. The arbitrator shall decide the full scope and arbitrability of all claims, issues, and defenses to be heard and decided in the arbitration. The arbitrator shall provide a reasoned award and the parties shall each pay half of the costs and fees of the arbitration. The parties hereby consent to the subject matter and personal jurisdiction of the Federal and state courts in Broward County, Florida, U.S.A. for purposes of enforcement of any arbitration award in this Agreement, and any right to a trial by jury in any enforcement or post-enforcement proceedings is hereby expressly waived.

26. ATTORNEYS' FEES.

26.1. The prevailing Party shall be entitled to recover reasonable attorney's fees and costs in conjunction with any successful action brought to enforce or interpret this Agreement.

27. SUCCESSORS.

27.1 This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein and cannot be changed except by written agreement signed by both Parties.

28. AMENDMENT.

28.1 No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

29. INSURANCE.

29.1 Goliath agrees and undertakes to obtain and maintain, at its sole cost and expense, all insurance coverage related to partner funds and the Joint Venture operation. Goliath maintains the right without review to modify and/or alter coverages at its sole discretion. Such insurance shall include, but not be limited to:

Cybersecurity & Data Breaches

Protection against unauthorized access, data theft, malware attacks, and privacy breaches. Includes regulatory fines, PCI compliance costs, and legal support.

Business Interruption & System Failure

Covers financial losses due to cyberattacks, system outages, or third-party service disruptions, ensuring continuity and operational stability.

Financial Fraud & Digital Crime

Safeguards against fraudulent fund transfers, invoice scams, telecom fraud, and theft from business accounts or crypto wallets.

Cyber Extortion & Ransomware

Coverage for ransomware attacks and cyber extortion threats, including expert response teams to mitigate damage.

Reputation & Crisis Management

Compensation for lost revenue and crisis expenses resulting from cyber incidents or adverse media events, helping to restore brand confidence.

Technology & Media Liability

Protection from legal claims related to technology services, software failures, or media misrepresentation.

Fidelity Bond

Protection from losses sustained by theft from an employee or by any third party while funds are under the care, custody and control of Goliath or any related third party.

29.2 Additional details regarding all insurance related coverages are available upon request by emailing: agreement@goliathventuresinc.com.

[Signature page follows.]

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

This Agreement has been executed by the Parties through their duly authorized Representatives on the date(s) set forth below.

GOLIATH:

Goliath Ventures Inc.

Signed by:
By: Chris Delgado
23188F3C98AB4EB...
Name: Chris Delgado
Title: CEO
Date: 5/17/2025

PARTNER:

John D Euliano Revocable Trust UTD 5-27-14

DocuSigned by:
By: John Euliano
55B1F6C04FBC48E...
Name: John Euliano
Title: Manager
Date: 5/16/2025

EXHIBIT B



EXIT AGREEMENT

The Joint Venture Agreement you have entered with Goliath Ventures Inc., which was entered into on September of 2023, is being terminated at your request. This request has been made by John Euliano as trustee of the John D. Euliano Revocable Trust dated May 27th, 2014 on January 20, 2026. The current account balance which will be remitted to you is \$656,231.38

Funds will be disbursed into the account you have on file once this Exit Agreement is executed by you and processed by Goliath. Once processed, monies shall be disbursed to you within seven to ten business days. This excludes weekends and all Holidays that our financial institutions are subject to.

The Partner understands that full disbursement of funds subject to this Exit Agreement voids the current Agreement in place. This includes all prior ratifications or codicils to said Agreement. Should the Partner wish to engage with Goliath in the future, the Partner understands they are subjected to a new Agreement with Goliath that may not mirror the Agreement currently being terminated.

A handwritten signature in black ink, appearing to read "John Euliano".

John Euliano as trustee of the John D. Euliano Revocable Trust dated May 27th, 2014

A handwritten date in black ink, appearing to read "1/20/26".

Date: 01/20/2026

EXHIBIT C



JOINT VENTURE AGREEMENT

This agreement is dated 03 / 04 / 2025 (the “**Agreement**”)

BETWEEN:

(1) **GOLIATH VENTURES INC.** an international business company incorporated and registered in Orlando, Florida – United States of America. (“**Company**” and “**GVI**”); and

(2) Name / Company name: Brevard Nursing Academy, LLC dba Coastal Technical Institut

Nationality / Registered address: 1152 Queen Anne Court, Winter Springs, Florida 32708

Passport / I.D. no. / ██████████

(“**Partner**”),

(Each a “**Party**” and collectively the “**Parties**”).

BACKGROUND:

- (A) The Parties to this Agreement wish to enter a joint venture with the purpose of together executing a particular project as detailed herein.
- (B) This Agreement sets out the terms and conditions which shall govern the Parties’ joint venture and their respective rights and obligations.
- (C) The Parties understand that this is a joint venture that requires the effort, vote and contribution of both parties.

IT IS AGREED as follows:

1. INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“**Account**”

refers to the account(s) which the Partner creates with GVI to Contribute to the Venture(s),

“**Bitcoin**” or “**BTC**”

is a decentralized digital cryptocurrency on the Bitcoin network which uses public-key cryptography in recording transactions;



“Business Day”

means any day of the week excluding Saturday and Sunday.

“Confidential Information”

means, in relation to the Company, all information which is disclosed to the Partner pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such) which may include, but is not limited to, the Company's data, documentation, processes, procedures, sensitive information, financial information and know-hows.

“Contribution(s)”

shall refer to the contributions made by **GVI** and/or the Partner under this Agreement. For clarity, this is the number of each cryptocurrency which they contribute to the Venture and not the USD value.

“Ethereum” or “ETH”

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

Property

Right(s) or

refers to copyrights, trademarks and any other intellectual property right.

**“Intellectual
IPR(s)”**

“GVI”

means GOLIATH VENTURES INC. The Company, and any member of its group (which includes any subsidiaries, sister companies or other entities engaged by the Company);

as defined in Clause 3;

“Venture”

means, in relation to a Party, its employees, officers, directors, contractors, subcontractors, delegates, representatives and advisers.

“Representative(s)”

means the term of this Agreement as set out in Clause 13;

“Term”

“Uniswap”

refers to Uniswap, a company that provides a cryptocurrency exchange;

“USD”

means United States Dollars; and



“USDC”

refers to United States dollar coin, a digital stable coin pegged to the United States dollar.

- 1.2. Unless the context otherwise requires, each reference in this Agreement to:
 - 1.2.1. “writing”, and any cognate expression, includes a reference to any communication effected by electronic (including email) or facsimile transmission or similar means.
 - 1.2.2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
 - 1.2.3. “This Agreement” is a reference to this Agreement and as amended from time to time; and
 - 1.2.4. a Clause is a reference to a Clause of this Agreement.
- 1.3. The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4. Words imparting the singular number shall include the plural and vice versa.
- 1.5. Any words following terms such as including, include, for example, such as or any other similar expression shall not limit the sense of the words, description, definition, or phrase prior to those terms.
- 1.6. References to any gender shall include the other gender.
- 1.7. References to persons shall include corporations.

2. COMMENCEMENT AND DURATION

- 2.1. This Agreement shall commence on the date it has been signed by both Parties and shall continue to be valid for an indefinite period until it has been terminated in accordance with Clause 14.

3. JOINT VENTURE

- 3.1. In executing this Agreement, the Parties have agreed to enter a joint venture for the purpose of carrying out the particular project of utilizing their cryptocurrencies 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, an exchange 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. The Parties shall co-operate in relation to the Venture(s) in the way described in this Agreement.
- 3.3. The Parties shall decide on which Ventures to utilize in the way described in Clause 4 below.
- 3.4. Both Parties understand and agree that this is a joint venture requiring the co-operation of both Parties as described in Clause 4. This Agreement shall not be considered an investment product, investment offering or a security in any way whatsoever.

LIQUIDITY PARTNER PLATFORM AND ACCOUNT

3.5. For every specific cryptocurrency 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 prior to partner distribution.

3.6. To register for an Account, the Partner must provide certain information about themselves as prompted by the Account registration form and process. The Partner represents and warrants that:

- 3.6.1. they are at least 18 years old (for individuals);
- 3.6.2. that all Contributions made in relation to this Agreement are completely legitimate and are not, whether directly or indirectly, the proceeds of any criminal or other illegitimate activities.
- 3.6.3. they understand that this is not an investment product or offering and that it is a genuine joint venture between the Parties.
- 3.6.4. they have not relied on information or advice from any other party including the Company to enter into this joint venture and that the Partner is entering into this joint venture based solely on its own analyses and decisions.
- 3.6.5. all required registration information they submit is truthful and accurate; and
- 3.6.6. they will maintain the accuracy of such information.

3.7. The Company is entitled to request any necessary information from the Partner for KYC purposes. The Company shall reserve its right to reject any registration request at its own discretion with or without providing a reason.

3.8. The Partner acknowledges that the detail and information they submit upon registration is the Partner's responsibility and is submitted at the Partner's own risk.

3.9. The Partner is responsible for keeping their Account details accurate and up to date. In the event of changes, the Partner is required to make written requests to the Company's IT department via email at help@goliathventuresinc.com. Once the request has been received, KYC procedures may be conducted if necessary. Once the changes have been confirmed and proven, the changes shall be made.

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

3.11. This Agreement will remain in full force and effect while the Partner has Contributions remaining in an Account(s). The Company may terminate the joint venture, close the Partner's Account(s) and return the Partner's Contribution amounts (including any hyper-compounded amount) to the Partner at any time for any reason at the Company's sole discretion. The Partner agrees that any termination of their Account may involve deletion of user content associated with their Account. The Company

will have no liability whatsoever to the Partner for any termination of any Venture under this Agreement, including for termination of the Partner's Account (except that the Partner's funds will be returned).

4. MANAGEMENT AND DECISION MAKING

4.1. The Parties will work together in deciding which liquidity pools to engage in using their Contributions. This will be done by following the below steps:

4.1.1. Firstly, GVI will run an initial analysis of its own and will choose several pools that it thinks are suitable in its sole discretion. GVI has completed these initial analyses and the pools which have been chosen are the following:

4.1.1.1. Bitcoin.

4.1.1.2. Ethereum.

4.1.1.3. USDC.

GVI may at any point in time add or remove the pool options. This will be communicated to the Partner through email or through other suitable methods as decided by GVI.

4.1.2. The Partner will then consider and choose one or more of the pools listed above, or on the Portal, that it would like to participate in based on its own analyses.

4.1.3. The Partner will then contribute an amount towards that Venture, subject to the minimums mentioned in Clause 5 below. These minimums may be changed by GVI at any time. The Partner will send its Contribution to the relevant wallet address as detailed in Clause 5 below. GVI may notify the Partner of changes to wallet addresses through the Portal or via email from help@goliathventuresinc.com.

4.1.4. Finally, GVI will complete the pairing and the total Contribution will be engaged into the relevant pool(s) by GVI.

4.2. 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 described in Clause 4. As such, each Party is making its own decisions and no Party is providing any form of financial advice to the other.

4.3. GVI reserves the right to change or amend the liquidity pools or methods of operation for the Venture(s) at its own discretion - for example, where the Company has assessed the market conditions and decided that a different approach is more suitable, the partner authorizes GVI to make those decisions on their behalf.

4.4. In performing its obligations under this Agreement, each Party shall:

4.4.1. comply with all laws applicable to it; and

4.4.2. at all times act in accordance with the terms and conditions of this Agreement.

4.5. The Partner understands and agrees that it is responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other applicable laws and regulations that are relevant to the fulfillment of its obligations under this Agreement.

4.6. Both Parties shall be responsible for all their own costs and expenses incurred in connection with the Ventures and this Agreement and in executing its obligations under the same. The Parties shall not be entitled to charge the other Party for the same.

5. CONTRIBUTIONS

5.1. With respect to each Venture, the Partner shall contribute which is above the minimum amount required for that specific pool. The minimums are as follows:

5.1.1. **USD:** above a minimum amount of \$100,000 USD.

5.2. In the event that GVI adds more liquidity pool options, it will notify the Partner of any minimums required.

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

5.4. GVI will only be using its own funds and will not be collecting, pooling together, or using the funds of others for different crypto initiatives and/or special projects.

5.5. The Partner must send its Contribution amounts to the relevant and correct wallet address(es) as detailed below or may opt in to wire funds directly to, **GOLIATH VENTURES INC.**

5.6. WIRE INFO: (DO NOT ACH)

BANK NAME: JP MORGAN CHASE

ACCOUNT NUMBER: [REDACTED]

ROUTING NUMBER: [REDACTED]

ADDRESS: 189 S Orange Ave STE 1800, Orlando, FL 32801

Swift Code: CHASUS33

GOLIATH VENTURES INC. CRYPTO ACCOUNT INFORMATION:

Bitcoin Wallet Address	<p>Wallet: Deposit wallets will be provided when the contract is completed.</p> <p>Wallet Network: BTC</p>
Ethereum Wallet Address	<p>Wallet: Deposit wallets will be provided when the contract is completed.</p> <p>Wallet Network: ERC20</p>
USDC Wallet Address	<p>Wallet: Deposit wallets will be provided when the contract is completed.</p> <p>Wallet Network: ERC20</p>

5.6. GVI shall not be liable for any actions of cryptocurrency exchange platforms and other third parties in relation to the Partner's cryptocurrency before it reaches GVI's wallet addresses as stated above.

5.7. No Party shall be deemed to be managing the other Party's cryptocurrencies in any way whatsoever. Furthermore, the Contribution from each Party shall be at all times considered under the ownership of that Party.

5.8. The Partner must send GVI an email notifying them of the Contribution made by the Partner, with the exact transaction hash number and a screenshot of the same, always making sure that the initial Contribution for each cryptocurrency is above the minimum required amount as detailed in Clause 5.1 above. GVI will not be liable in any way whatsoever if the Partner sends any cryptocurrency to the wrong wallet address. If the Partner sends an amount, less than the required minimum, then an Account will be created but not activated, so no profits will be paid out to the Partner until the minimum amount for the relevant cryptocurrency is met.

5.9. The Company reserves the right to change the payment options and methods mentioned above in Clause 5.5 from time to time. The Partner will be notified of any such change.

6. DISTRIBUTION OF PROFITS

6.1. From any profits that are made, the distribution of profits will be as follows:

6.1.1. The Partner shall be entitled to the following guaranteed monthly profits generated by its Contributions, ("Profit(s)"):

6.1.1.1. **For Ethereum, Bitcoin, and USDC:** Partners will receive a **5%** monthly distribution rate from their liquidity account value.



6.1.3. GVI shall be entitled to any remaining profit.

6.2. If the Partner holds several Accounts (e.g. BTC Account, etc.), such percentages mentioned in Clause 6 shall be calculated for each Account separately and in no case shall values within such separate Accounts be calculated jointly.

6.3. The Company reserves the right to change the requirements for any valuation or minimum requirement mentioned in this Agreement to be based on USD value instead of USDC value, for example in the case where USDC becomes volatile or loses its peg to the USD. In addition, GVI only guarantees the principal amount held. In the event of "impermeant loss" GVI is only responsible for the initial principal and not the "compounded amount". In such case, all principal payments will be sent back to partners in a timely manner.

6.4. The Partner shall have the option to have its Monthly Profits paid out to them or to compound. In the event that compounding is chosen, Monthly Profits shall be added to the Partner's relevant Account total.

6.5. The Partner shall specify in the table below its relevant wallet address(es) to which it shall receive its Monthly rewards by pay-out and/or its withdrawals. Partner may also opt to receive payout via wire (wire option will automatically opt partner for monthly payout). The Partner shall also specify below whether it wishes to have its rewards for each Account compounded or paid out monthly.

PARTNER WIRE INFO:

BANK NAME: JP Morgan Chase

ACCOUNT NUMBER/SWIFT: 6

ROUTING NUMBER:

ADDRESS: 1581 Robert J Conlan NE, Palm Bay, Florida 32905

Wallet	Wallet Details	Hyper-compound or Monthly Pay-out
The Partner's BTC Wallet Address	Wallet: Wallet Network: BTC If not applicable - note N/A	Hyper-Compound ✓ Monthly Payout
The Partner's Ethereum Wallet Address	Wallet: Wallet Network: ERC20 If not applicable - note N/A	Hyper-Compound ✓ Monthly Payout
The Partner's USDC	Wallet: Wallet Network: ERC20 If not applicable - note N/A	Hyper-Compound ✓ Monthly Payout

6.6. The Partner must ensure that the above information which is provided by the Partner is correct as the Company 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. Once the relevant cryptocurrency amount has been transferred by GVI to the above wallet address(es) and/or as specified by the Partner, GVI shall not be liable for any lost, stolen, hacked or otherwise misplaced cryptocurrency amounts. GVI shall also not be held responsible for any actions of cryptocurrency exchange platforms and any other third parties that facilitate such transactions.

6.7. Subject to the Company's consent, the Partner may later add another Account(s). To do so, the Partner will have to inform the Company by sending an email to help@goliathventuresinc.com and the Company will send a further agreement to the Partner to be signed. Any further agreements sent to the Partner by virtue of this Clause will be deemed supplemental and in addition to this Agreement and it will not be deemed a replacement of this Agreement.

6.8. Subject to Clause 6, after GVI has received into the relevant wallet address (as detailed in Clause 5) the cryptocurrencies sent by the Partner, in the event of a loss of the cryptocurrency, which is in the Account of the Partner, the Company will replace the same number of the relevant cryptocurrency (and not the value of the cryptocurrency). For the avoidance of doubt, the Company will in no way cover for the loss of value or market fluctuation of the value of any cryptocurrency.

6.9. The Company will maintain reporting on:

- 6.9.1. The quantity of the relevant cryptocurrency which the Partner transfers in or out of their Account.
- 6.9.2. The previous week's lowest market price of each cryptocurrency relevant to the Partner.
- 6.9.3. The percentages used for calculations referred to in Clause 6; and
- 6.9.4. The starting cryptocurrency quantity prior to the next weeks' activity.

7. WITHDRAWING

7.1. In the event that a Party wants to withdraw all or a portion of the Contributions it has made under this Agreement, it shall send an email to the other Party and notify them of the same.

7.2. In order to withdraw all or a portion of the cryptocurrency in the Partner's relevant Account, the Partner will have to send a request to GVI at the following email help@goliathventuresinc.com

GVI will, within a reasonable time from the moment the notification is received, process the withdrawal(s). GVI will aim to return the Partner's relevant cryptocurrency amount within a 24 to 72-hour period. The withdrawal process may in some cases take longer.

- 7.3. The Partner shall not withdraw part of its Contribution such that less than the minimum amount required is left in the Account.
- 7.4. Any withdrawal amounts requested by the Partner shall be sent by GVI to the Partner's relevant wallet address as detailed in Clause 6.5 above.
- 7.5. Both Parties will have a say on when and if they want to withdraw their Contribution at any time.
- 7.6. The Company reserves the right to delay the withdrawal process mentioned above for up to 180 days in the event that the Company suspects:
 - 7.6.1. any suspicious or malicious activities.
 - 7.6.2. system hacks and/exchange delays.
 - 7.6.3. unverified wallet addresses; or
 - 7.6.4. other events which the Company believes gives rise to the need for further investigation.

8. CONFIDENTIALITY

- 8.1. Confidential Information includes all confidential information (however recorded or preserved) disclosed by the Company and/or its Representatives whether before or after the date of this Agreement, including:
 - 8.1.1. the existence and terms of this Agreement or any other agreement entered into in connection with this Agreement.
 - 8.1.2. any information that would be regarded as confidential by a reasonable businessperson relating to:
 - 8.1.2.1. the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the Company; and
 - 8.1.2.2. the operations, processes, product information, know-how, algorithms, designs, trade secrets or software of the Company.
 - 8.1.3. any information, findings, data or analysis derived from Confidential Information.
 - 8.1.4. any information that is developed by the Parties while carrying out this Agreement; and
 - 8.1.5. any information or documentation that is identified as being of a confidential or proprietary nature.
- 8.2. The Partner undertakes to:
 - 8.2.1. keep the Confidential Information secret and confidential.

8.2.2. not use or exploit the Confidential Information in any way except for the purposes of this Agreement.

8.2.3. not use the Confidential Information for its personal benefit.

8.2.4. not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person or third party, except as expressly permitted by the Company in writing or to the extent permitted by this Clause 8.

8.2.5. not copy, reduce to writing or otherwise record the Confidential Information in any way except as strictly necessary for the purpose of this Agreement. Any such copies, reductions to writing and records shall be the property of the Company.

8.2.6. not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means outside its usual place of business.

8.2.7. keep a written record of:

- 8.2.7.1. any document or Confidential Information received from the Company in tangible form; and
- 8.2.7.2. any copies made of the Confidential Information.

8.2.8. ensure that any document or other records containing Confidential Information shall be kept at its premises and shall not remove or allow those documents and records to be moved from those premises; and

8.2.9. apply strong security measures and degree of care to the Confidential Information as the Partner applies to its own confidential information, which the Partner warrants as providing adequate protection from unauthorized disclosure, copying or use.

8.3. The Partner may disclose the Confidential Information to its Representatives on the basis that it:

- 8.3.1. obtains written approval from the Company.
- 8.3.2. informs those Representatives of the confidential nature of the Confidential Information before it is disclosed.
- 8.3.3. procures that those Representatives comply with the confidentiality obligations under this Clause 8 as if they were the Partner and if the Company so requests, procure that any of them enters into a confidentiality agreement with the Company on terms equivalent to those in this Agreement.
- 8.3.4. keeps a written record of those persons; and
- 8.3.5. shall be liable for the actions or omissions of the Representatives in relation to the Confidential Information as if they were the actions or omissions of the Partner.

8.4. The Partner may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, provided that, to the extent it is legally permitted to do so, it gives the Company as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 8, it takes into account the reasonable requests of the Company in relation to the content of such disclosure.

8.5. The Company reserves all rights in its Confidential Information. No rights or obligations in respect of the Company's Confidential Information other than those expressly stated in this Agreement are granted to the Partner, or to be implied from this Agreement.

8.6. On termination of this Agreement, the Partner shall:

- 8.6.1. destroy or return all documents and materials (and any copies) containing, reflecting, incorporating or based on the Company's Confidential Information.
- 8.6.2. erase all the Company's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
- 8.6.3. notify the Company that it has complied with the requirements of this Clause, if it may retain documents and materials containing the Company's Confidential Information to the extent required by law. The provisions of this Clause shall continue to apply to any such documents and materials retained by the Partner.

8.7. Except as expressly stated in this Agreement, the Company does not make any express or implied warranty or representation concerning its Confidential Information.

8.8. The provisions of this Clause shall continue to apply after termination of this Agreement for an indefinite period.

8.9. Without prejudice to any other rights or remedies that the Company may have, the Partner acknowledges and agrees that damages alone would not be an adequate remedy for any breach of this Clause 9. Accordingly, the Company shall be entitled to immediately terminate this Agreement or to the remedies of injunctions, specific performance, or other equitable relief for any threatened or actual breach of this Clause by the Partner.

8.10. Nothing in this Agreement shall impose an obligation on the Company to extend this Agreement or to enter into any further agreements in relation to this Agreement, or an obligation to disclose any information (whether Confidential Information or otherwise) to the Partner.

9. INTELLECTUAL PROPERTY

9.1. The Company is the owner or the licensee of all its Intellectual Property Rights, including, but not limited to, its logo, trademarks, websites, software, coding etc. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

9.2. If the Partner breaches this Clause 9 or any other provisions in relation to the Company's Intellectual Property Rights, the Company shall be entitled to immediately terminate this Agreement and, in such a case, the Partner must, at the Company's option, return or destroy any copies of the materials the Partner have made.

10. ANNOUNCEMENTS

10.1. Subject to confidentiality, the Partner shall not make, or permit any person to make, any public announcement, communication or circular (announcement) concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it or the relationship between the Parties, without the prior written consent of the other Party.

10.2. Where an announcement is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, the Party required to make the announcement shall promptly notify the other Party. The Party concerned shall make all reasonable attempts to agree the contents of the announcement before making it.

11. WARRANTIES

11.1. Each Party warrants that:

- 12.1.1. it has full power and authority to carry out the actions contemplated under this Agreement; and
- 12.1.2. all information, data and materials provided by it under this Agreement are accurate and complete in all material respects at the date on which they are given.

11.2. Except as expressly provided in this Agreement, there are no conditions, warranties, or other terms binding on the Parties with respect to the actions contemplated by this Agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this Agreement, whether by statute, law or otherwise, is, to the extent that it is lawful to do so, excluded by this Agreement.

12. INDEMNITY AND LIMITATION OF LIABILITY

- 12.1. The Partner shall indemnify the Company against all costs, liability, damages, loss, claims or proceedings arising out of the Partner's breach of any of the provisions of this Agreement and it shall reimburse costs and disbursements which are incurred, unless otherwise required by this Agreement.
- 12.2. Nothing in this Agreement shall limit or exclude the Partner's liability for fraud, fraudulent misrepresentation, or gross negligence.
- 12.3. If the Partner breaches any provisions concerning Confidential Information and/or Intellectual Property Rights, the Partner acknowledges and agrees that damages alone would not be an adequate remedy. Accordingly, the Company shall be entitled to immediately terminate this Agreement and to the remedies of injunctions, specific performance, or other equitable relief for any threatened or actual breach of either or both Company's Confidential Information and Intellectual Property Rights by the Partner.
- 12.4. The Company excludes all implied conditions, warranties, representations, or other terms except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.5. The Company will not be liable for damage that the Partner could have avoided by following GVI's instructions or for damage that was caused by the Partner failing to correctly follow instructions in this Agreement.
- 12.6. The Company will not be liable to the Partner for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- 12.6.1. loss of profits, sales, business, or revenue.
- 12.6.2. business interruption.
- 12.6.3. loss of anticipated savings.
- 12.6.4. loss of business opportunity, goodwill, or reputation; or
- 12.6.5. any indirect or consequential loss or damage.

13. TERM AND TERMINATION OF AGREEMENT

- 13.1. This Agreement shall commence from the date of its signing by the Parties and shall be in place for an indefinite period until and unless it is terminated by the Parties in accordance with this Clause 13.
- 13.2. GVI has the right to immediately terminate this Agreement at any time by providing written notice to the Partner (which includes email).
- 13.3. The Partner shall have the right to terminate this Agreement immediately by giving written notice to the Company. If the Partner terminates this Agreement (or any Account of theirs) in the middle of a week, the profit for that week will not be paid to the Partner. GVI will aim to return the Partner's relevant cryptocurrency amount within a 24-hour period. The withdrawal process may in some cases take longer.
- 13.4. The Company may also immediately terminate this Agreement upon the following events:
 - 13.4.1. gross negligence, willful misconduct, or fraud of the Partner.
 - 13.4.2. the Partner commits a material breach of any term of this Agreement which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 13.4.3. if any warranty given by the Partner in Clause 11 of this Agreement is found to be untrue or misleading.
 - 13.4.4. if the Partner breaches any provisions of this Agreement; and/or
 - 13.4.5. in accordance with Clause 17.
- 13.5. The rights to terminate this Agreement given by this Clause 13 shall not prejudice any other right or remedy of both the Partner and the Company in respect of the breach concerned (if any) or any other breach.

14. EFFECTS OF TERMINATION

- 14.1. Upon termination, the Partner's Account(s) shall be terminated and all funds which the Partner is entitled to as per this Agreement shall be transferred to them.
- 14.2. The Partner understands that once their Account(s) has been terminated or once a termination notice has been received from either Party, the Partner no longer has the right to receive any profits or rewards from that point.
- 14.3. All clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect after termination.

- 14.4. Termination shall not affect or prejudice any right to damages or other remedy which the Company may have in respect of the event giving rise to the termination or any other right to damages or other remedy which the Company may have in respect of any breach of this Agreement which existed at or before the date of termination.
- 14.5. The termination shall not have any effect on the obligations already due between the Partner and the Company.
- 14.6. If the Partner, whose Account(s) have/has already been terminated, wants to reapply for another Account, the Company will have sole discretion in deciding whether or not to accept any such application.
- 14.7. Termination of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of its termination.

15. TRANSFER OF ACCOUNT

- 15.1. The Partner is not permitted to transfer their rights of ownership over their Account(s) to a third party.
- 15.2. If the Partner passes away (in the case of individuals), the Partner's Account may be passed onto the inheritors of his/her estate, provided a copy of the Partner's death certificate, last will and testament is given along with a signed written request specifying the individual to take over the ownership of the Account signed by all inheritors of the Partner's estate. The Company will have sole discretion in deciding whether to request further information or documentation before making any decisions.

16. FORCE MAJEURE

- 16.1. The Company shall not be liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond its reasonable control. Such causes include, but are not limited to industrial action, 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 the Company.

17. ASSIGNMENT AND OTHER DEALINGS

- 17.1. The Company, at its sole discretion, shall be allowed to 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 need for the approval of the Partner.
- 17.2. The Partner understands and agrees that the Company may delegate, assign, contract or pass on tasks and obligations of the Company to any member of its group (which includes any subsidiaries, sister companies or other entities engaged by the Company).
- 17.3. 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 the Company.

18. VARIATION

18.1. The Company may in its sole discretion amend this Agreement at any time by giving notice to the Partner. This notice may be given via email, or via other suitable means decided by the Company. If the Partner does not respond within one (1) weeks' time, the Partner will have been deemed to have accepted any amendments made.

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 given in this Agreement or as otherwise notified in writing to other Party.

19.2. Any notification sent by email will be deemed received on the date of transmission.

19.3. The Partner's information for all notices is as follows:

Legal name (of entity or person): Brevard Nursing Academy, LLC dba Coastal Technical Institut

Mailing Address: 1152 Queen Anne Court, Winter Springs, Florida 32708

Phone: 407-617-4541

Email: jeuliano@qkbinvestments.com

Passport or ID number: ██████████

Country of issuance: USA

20. SEVERABILITY

20.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

20.2. If any provision or part-provision of this Agreement is deemed deleted, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. NO PARTNERSHIP OR AGENCY

21.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the Parties, constitute any Party the agent of the other Party, or authorize a Party to make or enter into any commitments for or on behalf of the other Party except as expressly provided in this Agreement.

21.2. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

22. EXISTING ARRANGEMENTS

22.1. Nothing in this Agreement shall restrict either Party's right to continue to conduct its business activities or arrangements that existed before this Agreement.

22.2. Nothing in this Agreement shall restrict either Party's right to enter joint ventures with other third parties in relation to any subject matter.

23. RIGHTS AND REMEDIES

23.1. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. WAIVER

24.1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

24.2. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

25. COUNTERPARTS

25.1. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

25.2. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) or DocuSign shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each Party shall on request provide the other with the "wet ink" hard copy original(s) of their counterpart.

25.3. No counterpart shall be effective until each Party has executed at least one counterpart.

26. THIRD PARTY RIGHTS

26.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

26.2 The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person.

27. ENTIRE AGREEMENT

27.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

27.2. For the avoidance of doubt, any further amendments made to this Agreement shall be considered supplemental and in addition to this Agreement and shall not be considered a replacement of this Agreement.

27.3. Each Party acknowledges that in entering into this Agreement, it does not rely on, and shall have no rights or remedies in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.

27.4. The Partner agrees that it shall have no claim for innocent or negligent misrepresentation or negligent statement based on any statement or warranty in this Agreement.

28. DISPUTE RESOLUTION

28.1. The Parties shall attempt to resolve any dispute arising out of or in relation to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

28.2. If the Parties fail to negotiate under Clause 29.1 within 1 month of receipt of a written invitation to negotiate, the Parties shall attempt to resolve the dispute in good faith through arbitration in accordance with Florida Law by an arbitrator to be appointed by the Company.

28.3. Pursuant to Clause 28.2, the arbitration hearing shall be in the English language and shall be held virtually or in person at a location to be decided by the Company. Regardless of where the arbitration hearing shall be held, the Agreement shall remain to be governed by the laws of Florida.

28.4. Both Parties shall pay their own respective arbitration fees and shall not be entitled to charge the other Party for the same.

28.5. The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 28 shall be final and binding on both Parties.

29. GOVERNING LAW

29.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Florida, resolved by the Parties in accordance with Clause 28 above.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by **CHRISTOPHER DELGADO** for and on
behalf of **GOLIATH VENTURES INC.**

03 / 04 / 2025

Christopher Delgado

Signed by



Authorized signatory (if partner is a corporate entity)

03 / 04 / 2025

Title	GVI AGREEMENT - MONTHLY 5 PERCENT
File name	GVI_AGREEMENT-MON..._1_4_25_.docx.pdf
Document ID	6f7b7d4bc95c0e11e9eb2206c481f3f21a208da2
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

 SENT	03 / 04 / 2025 13:44:38 UTC	Sent for signature to Brevard Nursing Academy, LLC dba Coastal Technical Institute (jeuliano@gkbinvestments.com) and Chris Delgado (christopher@goliathventuresinc.com) from nick@goliathventuresinc.com IP: 142.196.109.51
 VIEWED	03 / 04 / 2025 15:28:38 UTC	Viewed by Brevard Nursing Academy, LLC dba Coastal Technical Institute (jeuliano@gkbinvestments.com) IP: 67.149.182.140
 SIGNED	03 / 04 / 2025 15:37:39 UTC	Signed by Brevard Nursing Academy, LLC dba Coastal Technical Institute (jeuliano@gkbinvestments.com) IP: 67.149.182.140
 VIEWED	03 / 04 / 2025 16:35:10 UTC	Viewed by Chris Delgado (christopher@goliathventuresinc.com) IP: 129.222.1.17

Title	GVI AGREEMENT - MONTHLY 5 PERCENT
File name	GVI_AGREEMENT-MON..._1_4_25_.docx.pdf
Document ID	6f7b7d4bc95c0e11e9eb2206c481f3f21a208da2
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

 SIGNED	03 / 04 / 2025 16:35:20 UTC	Signed by Chris Delgado (christopher@goliathventuresinc.com) IP: 129.222.1.17
 COMPLETED	03 / 04 / 2025 16:35:20 UTC	The document has been completed.

EXHIBIT D



EXIT AGREEMENT

The Joint Venture Agreement you have entered with Goliath Ventures Inc., which was entered into on March of 2025, is being terminated at your request. This request has been made by Brevard Nursing Academy on January 21, 2026. The current account balance which will be remitted to you is \$235,202.50.

Funds will be disbursed into the account you have on file once this Exit Agreement is executed by you and processed by Goliath. Once processed, monies shall be disbursed to you within seven to ten business days. This excludes weekends and all Holidays that our financial institutions are subject to.

The Partner understands that full disbursement of funds subject to this Exit Agreement voids the current Agreement in place. This includes all prior ratifications or codicils to said Agreement. Should the Partner wish to engage with Goliath in the future, the Partner understands they are subjected to a new Agreement with Goliath that may not mirror the Agreement currently being terminated.

A handwritten signature in black ink, appearing to read 'Brevard Nursing Academy'.

Brevard Nursing Academy

A handwritten signature in black ink, appearing to read 'Goliath Ventures'.

Date: 01/21/2026