

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

TWENTYWON VENTURES LLC,
a Florida limited liability company,

CASE NO.:

Plaintiff,

v.

GOLIATH VENTURES INC.,
a Wyoming corporation,

Defendant.

COMPLAINT

Plaintiff, TwentyWon Ventures LLC (“TwentyWon” or “Plaintiff”), by and through undersigned counsel, sues Defendant, Goliath Ventures Inc. (“Goliath” or “Defendant”), and alleges as follows:

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 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, TwentyWon invested substantial funds with Goliath for the stated purpose of deploying those funds into cryptocurrency liquidity pools. TwentyWon’s principal was

guaranteed to be returned, and TwentyWon was also entitled to fees under a separate services contract. Despite demand, Goliath has refused to pay TwentyWon's principal or fees owed.

PARTIES, JURISDICTION, AND VENUE

4. Plaintiff TwentyWon Ventures LLC is a Florida limited liability company organized and existing under the laws of the State of Florida.

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

6. This Court has subject matter jurisdiction because the amount in controversy exceeds \$50,000.00.

7. 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.

8. 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.

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

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

GENERAL ALLEGATIONS

A. The Joint Venture Agreement and TwentyWon's Contribution

11. TwentyWon and Goliath entered into a written Joint Venture Agreement (the “JVA”) to “enter into a Joint Venture” in the cryptocurrency arena by “making Contributions into liquidity pools” running on one or more exchanges (such as Uniswap), including the pairing of cryptocurrencies to create liquidity and generate exchange fees. JVA §§ 3.1–3.3.

12. A true and correct copy of the JVA is attached as **Exhibit A**.

13. The JVA defines “Contribution(s)” as the USD value of any contribution of USD or cryptocurrency made by Goliath and/or TwentyWon under the JVA. JVA § 1.1.

14. The JVA further provides that neither party is deemed to manage the other’s Contributions and that each party’s Contributions are, “at all times, considered under the ownership of that Party.” JVA § 6.5.

15. Under the JVA, TwentyWon could request a withdrawal of all or a portion of its Contributions by sending notice by email; Goliath agreed to process withdrawals within a reasonable time and to use reasonable efforts to return the requested withdrawal amount within 5 to 7 business days. JVA § 8.1.

16. Although Goliath reserved a limited right to delay the withdrawal process for up to 90 days in defined circumstances (e.g., suspected suspicious activities, system hacks, and/or exchange delays), the agreement otherwise contemplates timely processing and return upon request. JVA § 8.3.

17. Most importantly, Goliath “hereby guarantees the return of [the] principal amount of capital deposited” by TwentyWon in connection with the Joint Venture, providing that the principal “shall be fully reimbursed, without diminution or impairment, regardless of the

performance or outcome of the Joint Venture,” and that the guarantee is “absolute and binding” and remains in effect until the principal is paid in full. JVA § 3.6.

18. TwentyWon performed its obligations under the JVA, including by making Contributions to the Joint Venture as contemplated by the agreement. JVA §§ 3.1, 6.1, 6.4.

19. TwentyWon has invested substantial amounts with Goliath under the JVA. JVA § 1.1; JVA § 3.6.

20. TwentyWon demanded return of its principal investment. Goliath has failed and refused to return TwentyWon’s principal as guaranteed. JVA § 3.6; JVA § 8.1.

B. The Master Services Agreement and Goliath’s Fee Obligations

21. TwentyWon and Goliath also entered into a written Master Services Agreement (the “MSA”), under which Goliath appointed TwentyWon as an account manager with respect to certain partners of Goliath. MSA § 1; MSA at p.1.

22. A true and correct copy of the MSA is attached as **Exhibit B**.

23. The MSA requires TwentyWon to provide “full-service account management services” for partners onboarded by TwentyWon and who are party to a Joint Venture Agreement with Goliath. Such services include (among other items): onboarding partners, maintaining partner and account information, communicating regarding account matters, acting as liaison regarding contribution and distribution requests, and sending monthly account ledger reports regarding amounts owed to partners pursuant to their respective Joint Venture Agreements. MSA § 3(a).

24. As compensation, Goliath agreed to pay TwentyWon a management fee (the “Management Fee”) calculated and paid in accordance with the terms set forth in the MSA. MSA § 4.

25. TwentyWon performed services contemplated by the MSA. MSA § 3(a).

26. Under the MSA's fee terms, Goliath owes TwentyWon substantial amounts in unpaid Management Fees.

27. TwentyWon demanded payment of the amounts due. Goliath has failed and refused to pay TwentyWon the fees owed. MSA § 4.

COUNT I — BREACH OF CONTRACT (JOINT VENTURE AGREEMENT)

28. Plaintiff realleges paragraphs 1–20 as if fully set forth herein.

29. The JVA is a valid contract between TwentyWon and Goliath governing, among other things, Contributions to liquidity pools and withdrawal/return of funds. JVA §§ 3.1, 6.4, 8.1.

30. TwentyWon performed its obligations under the JVA, including making Contributions as contemplated by the agreement. JVA §§ 3.1, 6.1, 6.4.

31. Goliath materially breached the JVA by failing and refusing to return TwentyWon's principal investment as guaranteed—i.e., failing to “fully reimburse” the “principal amount of capital deposited” by TwentyWon “without diminution or impairment” and despite the guarantee remaining binding until principal is paid in full. JVA § 3.6.

32. Goliath also failed to honor the JVA's withdrawal/return obligations after TwentyWon's withdrawal demand, including the requirement that Goliath use reasonable efforts to return the requested withdrawal amount within 5 to 7 business days. JVA § 8.1.

33. As a direct and proximate result of Goliath's breach, TwentyWon has suffered damages in an amount to be proven at trial, plus prejudgment interest.

34. TwentyWon is entitled to recover its reasonable attorneys' fees and costs as the prevailing party under the JVA. JVA § 26.1.

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant for damages, prejudgment interest, post-judgment interest, attorneys' fees, costs, and such other relief as the Court deems just and proper.

COUNT II — BREACH OF CONTRACT (MASTER SERVICES AGREEMENT)

35. Plaintiff realleges paragraphs 1–10 and 21-27 as if fully set forth herein.

36. The MSA is a valid contract under which Goliath appointed TwentyWon as an account manager and required TwentyWon to provide the services described in the agreement. MSA §§ 1, 3(a).

37. TwentyWon performed under the MSA by providing services as contemplated, including account management services for certain partners of Goliath and acting as liaison regarding contribution and distribution requests. MSA § 3(a).

38. Goliath breached the MSA by failing and refusing to pay the Management Fee required, calculated, and payable pursuant to the agreement. MSA § 4.

39. As a direct and proximate result of Goliath's breach, TwentyWon has suffered damages in an amount to be proven at trial, plus prejudgment interest.

40. TwentyWon is entitled to recover its reasonable attorneys' fees and costs as the prevailing party under the MSA. MSA § 20.

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant for damages, prejudgment interest, post-judgment interest, attorneys' fees, costs, and such other relief as the Court deems just and proper.

Respectfully submitted this 23rd day of January 2026, by:

SHAW LEWENZ

110 SE 6th Street, Suite 2900

Fort Lauderdale, FL 33301

Telephone: (954) 361-3633

Facsimile: (954) 989-7781

Primary: jshaw@shawlewenz.com;

gmorales@shawlewenz.com;

Secondary: avazquez@shawlewenz.com;

lgrealy@shawlewenz.com

By: /s/ Jordan A. Shaw

JORDAN A. SHAW, ESQ.

Florida Bar No.: 111771

GABRIEL E. MORALES, ESQ.

Florida Bar No. 1038778

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 TwentyWon Ventures LLC ("**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: BANK OF AMERICA

BENEFICIARY: GOLIATH VENTURES INC.

BENEFICIARY ADDRESS: 189 S. ORANGE AVE, SUITE 1800
ORLANDO, FL 32801

ACCOUNT NUMBER: [REDACTED] XXXX (Redacted. To be provided after onboarding is completed.)

ROUTING NUMBER: [REDACTED]

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. Ten (10%) 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): Twenty Won Ventures, LLC <u>22422 Lake Seneca Rd</u> Address <u>Eustis</u> <u>FL</u> <u>32736</u> City State Zip If not applicable - note N/A	Monthly Payout Monthly Rollover

PARTNER WIRE INFO:

BANK NAME: JP Morgan ChaseACCOUNT NUMBER: [REDACTED]ROUTING NUMBER/SWIFT: [REDACTED]BANK ADDRESS: 4345 W Lake Mary Blvd Lake Mary, FL 32746

PARTNER WALLET INFO

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

- 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.

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

14. INDEMNITY AND LIMITATION OF LIABILITY.

- 14.1. Partner hereby indemnifies, defends and holds Goliath harmless from and against any and all liabilities, 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): Twenty Won Ventures

Mailing Address: 22422 Lake Seneca Rd. Eustis, FL 32736

Phone: 941-224-8384

Email: nick@twentywonventures.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.

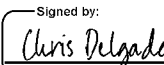
[Signature page follows.]

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

GOLIATH:

Goliath Ventures Inc.

By: 
Signed by: 23188F3C98AB4EB...
Name: Chris Delgado
Title: CEO
Date: 8/11/2025

PARTNER:

TwentyWon Ventures LLC

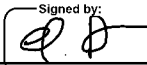
By: 
Signed by: 56558F495C52451...
Name: Nick Petrillo
Title: Founder and CEO
Date: 8/8/2025

EXHIBIT B

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "**Agreement**") is made by and between Twenty Won Ventures, LLC ("**Director**") and **GOLIATH VENTURES, INC.** ("**Goliath**") and BLACKBLOCK MANAGEMENT SERVICES ("BLACKBLOCK"). The effective date of this Agreement shall be the date when the last of the parties has

BACKGROUND:

WHEREAS, Goliath desires to retain the Director to provide certain Services (as defined in Section 3, below), and the Director is willing to perform such Services.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the parties agree as follows:

1. Appointment. Goliath hereby appoints the Director as an account manager with respect to certain partners of Goliath, as more particularly set forth below, and the Director accepts such appointment.

2. Term. This Agreement shall remain in full force and effect for a period of one (1) year beginning on the Effective Date and shall continue thereafter on a year-to-year basis until terminated by either party in accordance with Section 7 of this Agreement (the "**Term**").

3. Services.

(a) The Director agrees to furnish full-service account management services for partners of Goliath onboarded by Director and who are a party to a Joint Venture Agreement with Goliath (each, a "**Partner**" and collectively, "**Partners**"). Such services shall include, but are not limited to (collectively, the "**Services**"): (i) onboard Partners to Goliath's business contemplated by the Joint Venture Agreement, (ii) maintain Partner and Partner account information, (iii) regularly update and manage CRM through Salesforce, (iv) communicate with Partners regarding matters related to their respective account(s), (v) act as liaison between Partners and Goliath regarding contribution and distribution requests from Partners, (vi) send monthly account ledger reports regarding amounts owed to Partners pursuant to the terms of each Partner's respective Joint Venture Agreement, (vii) maintain accurate financial reports for their offices, (viii) and comply with all future compliance updates and requirements.

(b) Director represents and warrants that it has and shall have the necessary equipment, software, and qualified personnel available to furnish the Services under this Agreement.

4. Fees. As compensation for the Services rendered and expenses incurred by the Director (if any) hereunder, Goliath will pay Director a management fee (the "**Management Fee**"). The Management Fee shall be calculated and paid in accordance with the terms set forth in the attached Exhibit A.

5. Expenses. Except as otherwise set forth in this Agreement, neither party shall be required to pay any expenses of the other party, including, but not limited to, all out-of-pocket expenses, administrative and operating expenses, risk management expenses, consulting fees, accounting and auditing expenses, travel expenses, and any other expenses which are directly related to each parties' obligations hereunder.

6. Other Activities.

(a) The Director shall devote such time to the Services as, in the judgment of the Director, is reasonably necessary to provide such Services, and neither the Director nor its affiliates shall be obligated to do or perform any act or thing in connection with the business of Goliath not expressly set forth herein.

(b) The Services of the Director to Goliath are not to be deemed exclusive, and the Director is free to render similar services to others so long as its Services to Goliath are not impaired thereby; however, any Director "outside activities" must be previously disclosed and approved by Goliath. Nothing herein contained in this Section 6 shall be deemed to preclude the Director or its affiliates from engaging directly or indirectly in any other business. It is also understood that the Director and any person or entity controlled by or under common control with the Director may have advisory, management, service, or other contracts with other organizations and persons and may have other interests and business.

7. Termination.

(a) For Convenience. Either party shall have the right to terminate this Agreement for its convenience, with or without cause, at any time during the Term of this Agreement upon thirty (30) days' prior written notice to the other party.

(b) For Cause. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**") if the Defaulting Party:

(i) Breaches a material term of this Agreement, and the Defaulting Party does not cure such breach within fifteen (15) days after receipt of written notice of such breach, or such material breach is incapable of cure.

(ii) In the case of Director, materially breaches Goliath's Social Media Policy and fails to cure such breach within ten (10) days after receipt of written notice of such breach, or such material breach is incapable of cure.

(iii) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(iv) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within ten (10) business days or is not dismissed or vacated within forty five (45) business days after filing.

(v) Is dissolved or liquidated or takes any corporate action for such purpose.

(vi) Makes a general assignment for the benefit of creditors.

(vii) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(viii) The Director materially breaches the “code of conduct” outlaid by Goliath and BlackBlock in Exhibit XXXX. It is the Director’s sole responsibility to ensure they are operating by the most recent “code of conduct” provided by Goliath and/or BlackBlock.

8. Confidentiality. From time to time during the Term of this Agreement, either party (as the “**Disclosing Party**”) may disclose or make available to the other party (as the “**Receiving Party**”), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as “confidential,” or if disclosed orally, is identified as confidential when disclosed (“**Confidential Information**”); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 8; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's employees and agents who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

9. Confidentiality Extended. Both “Director” and “BlackBlock” are bound to keep all information confidential as it relates to Goliath’s client roster, client’s personal information, Goliath’s affiliates, partners, associates, cryptocurrency strategies, all direct and indirect tangential derivatives of cryptocurrency trading, liquidity pools, and strategies as it relates to same. This includes cryptocurrencies, stablecoins, decentralized finance, trading, investment, use of blockchain technology, mining, staking, and the use of crypto for various other financial applications.

10. Indemnification.

(a) Goliath Indemnification of Director. Except to the extent caused by negligence or willful misconduct of Director, Goliath hereby indemnifies, defends and holds Director and its respective shareholders, officers, directors, employees and agents 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 by any third person: (i) arising from or proximately relating to any breach by Goliath of any representation or warranty herein, (ii) relating to any Goliath employee’s or agent’s entitlement to benefits under any applicable law, rule or regulation, (iii) in connection with or arising out of any death, personal injury or damage to tangible property, to the extent caused by the negligence of Goliath’s employees or agents, or (iv) arising out of, directly or indirectly, or proximately relating to the performance or non-performance of Goliath’s obligations hereunder, any entity acting for or on behalf of Goliath in connection herewith, or the performance of anyone employed by Goliath or agent of Goliath, or due to any breach by Goliath of the terms of this Agreement. With regard to any claims described herein, Goliath shall control the defense and settlement of such claims; provided, however, that Goliath shall not settle any claim without

Director's prior written consent, which consent shall not be unreasonably withheld. Goliath shall permit Director to participate in any such defense at Director's expense. Promptly upon Goliath's request, Director shall provide all reasonable assistance in the defense of such claims at Goliath's expense.

(b) **Director Indemnification of Goliath.** Except to the extent caused by the gross negligence or willful misconduct of Goliath, Director hereby indemnifies, defends and holds Goliath and its respective shareholders, officers, directors, employees and agents 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 by any third person: (i) arising from or proximately relating to any breach by Director of any representation or warranty herein, (ii) relating to any Director employee's or agent's entitlement to benefits under any applicable law, rule or regulation, (iii) in connection with or arising out of any death, personal injury or damage to tangible property, to the extent caused by the negligence of Goliath's employees or agents, or (iv) arising out of, directly or indirectly, or proximately relating to the performance or non-performance of Director's obligations hereunder, any entity acting for or on behalf of Director in connection herewith, or the performance of anyone employed by Director or agent of Director, or due to any breach by Director of the terms of this Agreement. With regard to any claims described herein, Director shall control the defense and settlement of such claims; provided, however, that Director shall not settle any claim without Goliath's prior written consent, which consent shall not be unreasonably withheld. Director shall permit Goliath to participate in any such defense at Goliath's expense. Promptly upon Director's request, Goliath shall provide all reasonable assistance in the defense of such claims at Director's expense.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE NEGLIGENCE OR MISCONDUCT OF A PARTY. NOTHING IN THIS SECTION 10 IS INTENDED TO LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF EITHER PARTY HEREUNDER WITH RESPECT TO THIRD PARTY CLAIMS.

12. Records; Inspection; Right to Audit. Goliath shall keep complete and accurate records of all activity with respect to the Partner accounts for a period of five (5) years from the date which the record was created or any longer period as such records are either in dispute or needed to resolve a dispute in accordance with Section 16 herein. Goliath shall, upon reasonable notice, allow Director the opportunity of inspecting, examining and auditing Goliath's operations and business records which are relevant to the Partner accounts and the Services provided hereunder by Director.

13. Independent Contractor. Goliath and Director agree that the relationship between them arising from this Agreement is that of independent contractors. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment, or relationship of principal and agent between the parties or any of their affiliates, subsidiaries, related business entities, agents, contractors or subcontractors, or to grant either party any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

14. Subcontracting. Director may not subcontract the performance of any of its Services hereunder without the prior written consent of Goliath.

15. Amendment; Modification; Waiver. This Agreement shall not be amended, nor shall any provision of this Agreement be considered modified or waived, unless evidenced by a writing signed by the parties hereto. A failure or delay of either party to enforce at any time any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

16. Notices. Except as otherwise provided herein, all communications hereunder shall be in writing and shall be delivered by mail, hand delivery, or courier, or sent by telecopier or electronically to the requisite party, at its address as specified by such party.

17. Governing Law; Venue; Dispute Resolution. 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. Venue shall be held in Broward County. 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 arbitration before a mutually agreed upon arbitrator in Broward County, Florida. Any dispute shall be handled via binding arbitration in Broward County. Any right to a trial by jury is expressly waived by all parties.

18. Assignment. Neither the "Director" or "BlackBlock" shall have the right to assign this Agreement without the prior written consent of "Goliath"; any such attempted assignment shall be null and void. Notwithstanding the foregoing, Goliath may assign this Agreement without the consent of Director or BlackBlock to an affiliate or subsidiary of Goliath or any entity under common control with Goliath.

19. Successors and Assigns. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

20. Attorney's Fees. In the event that either party brings any suit, action or proceeding against the other party for any reason arising from or related to this Agreement, then the prevailing party shall be entitled to recover from the other party any and all costs and expenses, including reasonable attorney fees, arising from or related to the suit, action or proceeding.

21. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter herein. Any and all previous or contemporaneous understandings not contained herein, whether written or oral, are hereby either waived or superseded and are of no force and effect.

22. Severability. If any provision of this Agreement, or the application thereof to any party hereto, shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

23. Counterparts. This Agreement may be executed in multiple counterparts, all of which together shall constitute one agreement.

24. Construction. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

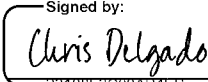
[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement on the date first written above.

DIRECTOR:

Signed by: 
56558F495C52451...
Print Name: Nick Petrillo

GOLIATH:

Signed by: 
By: Chris Delgado
23188F3C98A341B...
Name: Chris Delgado
Title: CEO

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