

ADVISORY AGREEMENT

THIS AGREEMENT is dated as of the day of **15th March 2022**

BETWEEN:

Mickael CANU

(the “**Advisor**”) AND:

Playaverse

(the “**Company**”)

WHEREAS the Advisor has certain business expertise and has agreed to provide advice and recommendations regarding the Company’s overall business strategy and future direction.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. INTERPRETATION

1.1 Where used herein the following terms shall have the meanings set out below:

- (a) “**Advisory Board**” means the group of individuals appointed by the Company to act as advisors to the Board;
- (b) “**Advisory Services**” means the advisory services to be provided by the Advisor to the Company as set out herein;
- (c) “**Board**” means the board of directors of the Company;
- (d) “**Business Material**” means any financial, market and technical information, methods and plans, trade secrets, know-how, technical expertise and other information relating to the Company’s business and operations;
- (e) “**Term**” has the meaning given to it in subsection 2.1.

1.2 **Severability**. If any one or more of the provisions contained in this Agreement should be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

2. TERM

2.1 **Term**. The term of this Agreement (the “**Term**”) shall commence on **March 15, 2022** continue for **12 to 24 months**, unless this Agreement is earlier terminated in accordance with Section 5.

3. ADVISORY SERVICES

3.1 Advisory Services. The Company hereby appoints and engages the Advisor, on a non-exclusive basis, during the Term to serve as a member of the Advisory Board and provide the Advisory Services as requested by the Company from time to time, and the Advisor hereby accepts such appointment to the Advisory Board and agrees to provide diligently the Advisory Services.

The advisor agrees to make himself available to the company board members and executive for at least 2 hours per week. In providing the Advisory Services, the Advisor will have an advisory role only and report directly to and take direction from the CEO and the Board.

In no circumstances will the Advisor perform any functions of the Board. The Advisor, as a member of the Advisory Board, shall attend, either in person or electronically (through the use of video or audio conference call or through an Internet-based facility, such as ZOOM, that allows for real-time conferencing or collaboration among participants), scheduled meetings with the Company's CEO and other executives or Board members as required and provide Advisory Services to the Company which shall include:

(Agreed list of services the Advisor will provide to the Company)

TOKEN Advisoring

- ERC20 - Generation du Token
- Bridge ERC20/BSC
- Bridge ERC20/SOLANA
- Claim system (Vesting)
- Best practice Hack / SmartContract
- Strategy DEX deployment (Pancake, Raydium, Uniswap, Ape, Beefy, etc)
- Market Maker
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3.2 Board to Act Independently. The Board shall diligently and responsibly receive all advice from the Advisor and the Advisory Board and exercise its own independent judgment before acting upon such advice.

3.3 Remuneration. In consideration of the provision of the Advisory Services, the Company shall remunerate the Advisor in accordance with the terms set out in **Schedule "A"** of this Agreement (the "**Remuneration**").

4. CONFIDENTIAL INFORMATION

4.1 Confidentiality Obligation. The Advisor recognizes and agrees that any Business Material furnished or to be furnished to it by the Company is to be used only for the purpose of providing the Advisory Services hereunder and that such Business Material will be kept confidential by the Advisor provided, however, that any such Business Material may be disclosed:

- (a) if specifically consented to in writing by the Company; or
- (b) if required by applicable law or by an order of a court of competent jurisdiction.

4.2 Exceptions. The provisions of Section 4.1 shall not apply to:

- (a) information which becomes generally available to the public other than as a result of a disclosure by the Advisor;
- (b) information which is generally known to knowledgeable business people involved in the business conducted by the Company other than as a result of a disclosure by the Advisor in violation of this part;
- (c) information that was available to the Advisor on a non-confidential basis prior to its disclosure to the Advisor by the Company; or
- (d) information that becomes available to the Advisor on a non-confidential basis from a person or entity other than the Company, unless such disclosure by that person is itself in breach of a confidentiality commitment made directly or indirectly to the Company; and provided that nothing in this Agreement shall prevent the Advisor from using its expertise and knowledge in the conduct of other business for its own account or as a consultant to others.

5. TERMINATION

5.1 Termination. The Company or the Advisor may terminate this Agreement without cause at any time by giving thirty (30) days written notice of termination of this Agreement to the other party (the “**Termination Date**”). Any termination of this Agreement, either pursuant to this Section or otherwise, will not affect the obligations under Section 4, which will survive such termination.

5.2 Termination by the Company. In the event of termination of this Agreement by the Company, the Advisor shall, prior to the Termination Date, deliver to the Company all books, records, or other information in its possession pertaining to the Company’s business. In the event of termination of this Agreement by the Company, the Advisor shall have fifteen (15) days, from the date of the termination notice (in this Section 5.2, the “**Accounting Deadline**”), to provide the Company with any and all invoices for outstanding expenses incurred by the Advisor, pursuant to his or her role as Advisor, up to the effective date of the termination (to the extent such expenses have not previously been reimbursed) for reimbursement. The Company will irrevocably issue all tokens/payments listed in “**Schedule A**” to the Advisor for services regardless of termination date. Upon

payment of such amounts by the Company, the Advisor shall have no claim against the Company for damages or otherwise by reason of such termination.

5.3 Termination by the Advisor. In the event that this Agreement is terminated by the Advisor, any Remuneration which has not yet been delivered to the Advisor or remains subject to vesting provisions on the Termination Date shall be cancelled. The Advisor shall have fifteen (15) days, from the date of issuing written notice of termination to the Company (in this section 5.3, the “**Accounting Deadline**”), to provide the Company with any and all invoices for outstanding expenses incurred by the Advisor, pursuant to his or her role as Advisor, (to the extent such expenses have not previously been reimbursed) for reimbursement. Subsequent to the Accounting Deadline the Advisor shall not be entitled to reimbursement of any expenses incurred pursuant to his, her or its role as Advisor. Subsequent to the date of termination, the Advisor shall have no claim against the Company for the Remuneration. In the event of termination of this Agreement, the Advisor shall, prior to the Termination Date, deliver to the Company all books, records, or other information in its possession pertaining to the Company’s business.

6. GENERAL PROVISIONS

6.1 No Partnership or Agency. The relationship between the Company and the Advisor is that of independent contractor and nothing herein contained shall be interpreted so as to create a partnership or agency relationship between the parties.

6.2 Assignment. Neither party may assign any rights or delegate any obligations hereunder without the prior written consent of the other party.

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AS EVIDENCE OF THEIR AGREEMENT this Agreement has been executed by the parties hereto as of the date first above written.

ADVISOR: Mickael CANU

Sign:

COMPANY: Playaverse

Authorised signer: Fabrice Guardascione

Position: CEO

Date: 15/03/2022

Sign:

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SCHEDULE "A"
TERMS OF REMUNERATION

1. **Advisor Tokens**

The Advisor will receive \$3,000 worth of Playaverse Tokens every month. The price of the Playaverse Tokens will be based on the maximum token price during the period.

2. **Advisor Fees**

The advisor will receive 3,000 USDT per month.

NOTE: Tokens will be issued based on the tokenomics emissions schedule unless otherwise agreed in writing.

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