

SERVICES AGREEMENT

This Services Agreement, dated as of March 14, 2020 (the "**Agreement**"), is entered into by and between Paradox Fund ("**Company**"), and FRNT Financial Inc. ("**Service Provider**", and together with Company, the "**Parties**", and each, a "**Party**").

WHEREAS, Company is in the business of trading and settling cryptocurrency and fiat, other specified treasury management services and other business development activities; and

WHEREAS, Company desires to engage Service Provider to perform the Services (as defined below), and Service Provider desires to accept such engagement.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Engagement.

1.1 Company hereby engages Service Provider, and Service Provider hereby accepts such engagement, to act as Company's Service Provider with respect to the services set out in Schedule A (the "**Services**") during the Term, solely in accordance with the terms and conditions of this Agreement.

1.2 Service Provider shall introduce Company to customers and perform such other responsibilities as reasonably directed by Company and agreed to by the Service Provider.

1.3 Service Provider will use commercially reasonable efforts to diligence any customers introduced to Company, however, the Service Provider makes no representations and warranties with respect to the creditability or suitability of any Customer.

2. Compensation.

[REDACTED]

3. Independent Contractor. Service Provider is an independent contractor of Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Service Provider and Company for any purpose. Service Provider has no authority (and shall not hold itself out as having authority) to bind Company and Service Provider shall not make any agreements or representations on Company's behalf without Company's prior written consent. Without limiting the above, Service Provider will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by Company to its employees, and Company will not be responsible for withholding or paying any income, payroll or other federal, provincial or territorial taxes, making any Canada Pension contributions, insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Service Provider's behalf. Service Provider shall be responsible for, and shall indemnify Company against, all such taxes or contributions,

including penalties and interest. Service Provider shall be solely responsible for all costs or expenses that it may incur in the performance of its activities under this Agreement.

4. Confidentiality. All non-public, confidential or proprietary information of Company, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts and rebates, disclosed by Company to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Company in writing. Upon Company's request, Service Provider shall promptly return all documents and other materials received from Company. Company shall be entitled to injunctive relief for any violation of this Section 4. This section shall not apply to information that is: (a) in the public domain; (b) known to the Service Provider at the time of disclosure; or (c) rightfully obtained by the Service Provider on a non-confidential basis from a third party.

5. Term and Termination.

5.1 The term of this Agreement commences on the date of this Agreement and continues for indefinitely, unless and until earlier terminated as provided under this Agreement (the "**Term**").

5.2 In addition to any remedies that may be provided in this Agreement, either Party may terminate this Agreement with immediate effect upon Notice to the other party, if the other party: (i) fails to pay any amount when due under this Agreement and such failure continues for 20 days after the other party's receipt of Notice of non-payment; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, or (iv) for any reason with 90 days written Notice.

6. Miscellaneous.

6.1 Notices. All notices, requests, consents, claims, demands, waivers, summons and other legal process, and other similar types of communications hereunder (each, a "**Notice**") must be in writing and addressed to the relevant Party at the address set forth on the first page of this Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section 6.1). Notices sent in accordance with this Section 6.1 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email (in each case, with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the 3 days after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

6.2 Governing Law; Choice of Forum. This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws

of the Province of Ontario and the federal laws of Canada applicable therein. Any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in the courts of the Province of Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

6.3 Amendments and Modifications. This Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived or supplemented by an agreement in writing signed by each Party.

6.4 Assignment; Successors and Assigns. Service Provider shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section shall be null and void. Company may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Service Provider's prior written consent. This Agreement will enure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

6.5 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together constitutes one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

6.6 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6.7 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

6.8 No Third-Party Beneficiaries. The parties do not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

PARADOX FUND

By Adam Rabie

Name: Adam Rabie

Title: Authorized Signing Officer

FRNT FINANCIAL INC.

By Stephane Ouellette

Name: Stephane Ouellette

Title: Authorized Signing Officer

SCHEDULE A
SERVICES

Service Provider Obligations:

