

**STUDENT.COM MARKETING SERVICES AGREEMENT
ADDENDUM**

THIS ADDENDUM is made on 24 May 2022

BETWEEN:

- (1) **STUDENT.COM VENTURES LIMITED** (company number 18662347) whose registered office is at Trident Chambers, PO Box 146, Wickhams Cay, Road Town, Tortola, British Virgin Islands (“**STUDENT.COM**”); and
- (2) 2018 St-Denis Inc. whose [registered] address is 2550 Bates Rd, Suite 303 Montreal, Quebec H3S 1A7
the “**Advertiser**”
(together the “**Parties**”).

BACKGROUND


(A) On December 6th, 2021 **STUDENT.COM** and the Advertiser entered into a Marketing Services Agreement (the “**Agreement**”) in relation to the Properties (as defined in the Agreement). (B) **STUDENT.COM** and the Advertiser have agreed to amend the Agreement on the terms set out in this Addendum.

IT IS AGREED that:

- 1. [In respect only of those of the Properties listed in Schedule 1 hereto,] Clause[s 5 and] 6 of the Agreement shall be deleted and shall be replaced with [a] new Clause[s 5 and] 6 in the form set out in [the] Schedule [2] to this Addendum.
- 2. Save as set out in Clause 1 above, the Agreement shall be unamended and remains in full force and effect.
- 3. This Addendum shall be governed by and construed in accordance with the laws of England and Wales and the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Addendum or its subject matter or formation (including any non-contractual disputes or claims).

IN WITNESS whereof, the Parties have executed this Addendum on the day and year first above written.

SIGNED on behalf of **STUDENT.COM VENTURES LIMITED**

by: 
.....
Luke Nolan

Signature

Name:

Title: CEO

SIGNED on behalf of **2018 St-Denis Inc,**
Inc.

by: *Daphne Gelbtuch*
.....
Daphne Gelbtuch

Signature

Name:

Title: Owner

[SCHEDULE 1]
Properties subject to this Addendum

SCHEDULE [2]
New Clause[s 5 and] 6

5. THE REFERRAL AND CANCELLATION PROCESS

5.1 The referral process shall, save as otherwise set out in this agreement, be conducted via STUDENT.COM's on-line booking platform.

5.2 Any cancellations of Confirmed Bookings made prior to the occupational start date under the relevant Tenancy Agreement are only to be made by the relevant Referred Student via Student.com's on-line booking platform. If any Referred Student contacts the Advertiser prior to the occupational start date of the relevant Tenancy Agreement with a view to cancelling that Tenancy Agreement, the Advertiser will instruct the Referred Student to make the cancellation via the Student.com on-line booking platform. 5.3 Student.com will promptly notify the Advertiser (via the Student.com on-line booking platform), of all cancellations of Confirmed Bookings made prior to the Referred Student's occupational move-in date under the relevant Tenancy Agreement.

5.3 STUDENT.COM will have the right to request copies of all Tenancy Agreements and the Advertiser will provide such copies to STUDENT.COM for the purposes of auditing Confirmed Bookings.

6. PAYMENT OF RENT, SECURITY DEPOSIT AND THE MARKETING FEE

6.1 The first instalment of Rent (as referred to when a Referred Student makes a Confirmed Booking and which may amount to the entire amount of the rent payable in relation to the relevant Confirmed Booking), and any security deposit payable in respect of a Confirmed Booking shall be paid by the relevant Referred Student to STUDENT.COM. All subsequent payments of Rent are to be paid by the relevant Referred Student directly to the Advertiser (or as the Advertiser may direct), and STUDENT.COM shall have no liability to the Advertiser in respect thereof. Notwithstanding the initial payment of any security deposit to STUDENT.COM, to the extent required by any relevant legislation, it is the responsibility of the Advertiser to protect any security deposit paid in connection with any Confirmed Booking. 6.2 Upon receipt of any security deposit from a Referred Student in respect of a Confirmed Booking. STUDENT.COM shall hold such security deposit until either (i) the relevant Referred Student cancels the Confirmed Booking in accordance with the cancellation policy of the Advertiser, at which stage STUDENT.COM will within five (5) to seven (7) working days of the relevant Referred Student cancelling such Confirmed Booking, return the security deposit, together with the first instalment of Rent, to the relevant Referred Student; or (ii) the period during which the Referred Student may cancel the Confirmed Booking in accordance with the cancellation policy of the Advertiser has expired, at which stage, if the relevant Referred Student has not cancelled the Confirmed Booking within that period, STUDENT.COM shall, as soon as practicable, remit such security deposit to the Advertiser.

6.3 If a Referred Student cancels a Confirmed Booking after expiry of the period during which

the Referred Student may cancel the Confirmed Booking in accordance with the cancellation policy of the Advertiser, STUDENT.COM will within seven (7) working days of the relevant Referred Student cancelling such Confirmed Booking, remit to the Advertiser the first instalment of Rent paid by the relevant Referred Student to STUDENT.COM (having deducted therefrom the Marketing Fee in respect of that Confirmed Booking), together with an invoice for the amount of the Marketing Fee that has been deducted. In such circumstances, the relevant Referred Student may seek to recover from the Advertiser any security deposit remitted to the Advertiser pursuant to paragraph 6.2 above.

6.4 The Advertiser will, within seven (7) days of a Referred Student moving-in to a Property pursuant to a Confirmed Booking, confirm such move-in to STUDENT.COM, at which stage STUDENT.COM shall deduct the Marketing Fee in respect of that Confirmed Booking from the first instalment of Rent paid by the relevant Referred Student to STUDENT.COM and STUDENT.COM will, within seven (7) days of the Advertiser confirming to STUDENT.COM that the relevant Referred Student has moved-in to the Property, remit the balance of such Rent to the Advertiser, together with an invoice for the amount of the Marketing Fee that has been deducted.

6.5 If a Referred Student who has entered into a Tenancy Agreement (which Tenancy Agreement has not been previously been cancelled by the relevant Referred Student), does not move-in to the Property within two (2) days of the occupational start date under the Tenancy Agreement, and the relevant Referred Student has not previously informed the Advertiser that he/she will be moving into the Property at a later date, the relevant Referred Student will be deemed to have cancelled their Confirmed Booking and the provisions of paragraph 6.3 above will apply.

6.6 If a Referred Student and the Advertiser agree to change the period of occupation under a Tenancy Agreement, the Advertiser will, within seven (7) of the change having been agreed, notify STUDENT.COM of such change in order that STUDENT.COM may adjust the amount of commission payable to STUDENT.COM accordingly.

6.7 At the end of the Tenancy Agreement, the relevant Referred Student may seek to recover from the Advertiser the security deposit remitted to the Advertiser pursuant to paragraph 6.2 above.

MARKETING SERVICES AGREEMENT

This Marketing Services Agreement (“Agreement”), is made and entered into as of the date set out on the signature page (the “Effective Date”) by and between **STUDENT.COM VENTURES LIMITED**, (Company number 1862347) whose registered address is Trident Chambers, P.O. Box 146, Wickhams Cay, Road Town, Tortola, British Virgin Islands (“**Student.com**”), and the advertiser whose details are set out on the signature page (“**Advertiser**”), each a “party” and together “the parties”.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following words will have the meaning given to them below.

“**Advertiser Content**” means all text, information, data, software, executable code, images, audio or video material in whatever medium or form provided to Student.com by Advertiser to market the Property.

“**Confirmed Booking**” means where Advertiser has confirmed a Lease to Student.com whether by agreeing bookings (e.g. by email, spreadsheet or similar) or via Advertiser’s account on the Platform.

“**Intellectual Property Rights**” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“**Lease**” means a lease or residential agreement to be entered into between Advertiser and a Student for lease of a room at the Property.

“**Marketing Fee**” means the fee set forth on the signature page, or such other fee as may be agreed via exchange of emails between the parties from time to time.

“**Platform**” means the Student.com Internet website for listing and promoting Properties for lease by landlords to students.

“**Property**” means the property or properties Advertiser wishes to list on the Platform, as set out on the signature page and/or as agreed via exchange of emails with Student.com from time to time.

“**Rent**” means the total amount of rent to be paid by the Student to Advertiser under a Lease irrespective of the number of payment installments.

“**Student**” means a person who Student.com has referred to Advertiser and who has expressed an interest in occupying a room at the Property.

2. **Marketing Services.**

2.1. During the term of this Agreement Student.com will, in return for the Marketing Fee, list Properties on the Platform and refer Students to Advertiser so that Advertiser may directly enter into Leases with Students (“**Services**”).

2.2. Student.com will use commercially reasonable efforts to list Advertiser’s Properties on the Platform and promptly provide Advertiser information from Students.

2.3. The Services are not exclusive, and nothing in this Agreement will bar or limit Student.com from listing and marketing any other property; or Advertiser from marketing Property directly to students or indirectly through any other entity or means of marketing or advertising.

2.4. Student.com will not negotiate any terms or conditions of any Lease, nor will it hold itself out as having any authority to bind Advertiser or enter into any contracts, agreements or leases on Advertiser’s behalf.

2.5. Advertiser will use commercially reasonable efforts to enter into a Lease with each Student, provided such Student meets Advertiser's standard rental criteria for the Property and there is a vacancy at the time of the referral.

2.6. Advertiser warrants that Student.com shall be permitted to offer to students, in respect of the Property, the same terms as those offered, directly or via third parties, to the students by Advertiser.

3. **Referrals.**

3.1. Advertiser will appoint a designated contact person to address all communications in regard to Students. Advertiser may change its designated contact at any time upon not less than five (5) days' written notice to Student.com.

3.2. At mutually agreed intervals, Student.com will provide Advertiser with a list of referred Students. Advertiser will acknowledge all referrals by email within seven (7) days of receipt.

3.3. Advertiser will promptly notify Student.com of all Confirmed Bookings and of any cancellations of such Confirmed Bookings prior to the Student's move-in date.

3.4. Student.com will have the right to request copies of all Leases and Advertiser will provide such copies to Student.com for the purposes of auditing Confirmed Bookings.

4. **Marketing Fee and Payment.**

4.1. Student.com shall be entitled to the Marketing Fee in respect of each Confirmed Booking.

4.2. Student.com will submit invoices to Advertiser setting forth the Marketing Fee due for all Confirmed Bookings. The Marketing Fee shall be payable within thirty (30) days from the date of invoice.

4.3. In the event that (i) a Confirmed Booking is cancelled by a Student prior to the Student moving into the Property; and (ii) Advertiser has notified Student.com of such cancellation; and (iii) Advertiser has paid the Marketing Fee for such Confirmed Booking, Student.com will issue a credit note to Advertiser for the Marketing Fee in respect of that Confirmed Booking.

4.4. Without prejudice to any other right or remedy that it may have, if Advertiser fails to pay Student.com any amount due under this Agreement by the due date shown on the invoice (i) Student.com may charge a late payment charge equal to one point five percent (1.5%) of the amount due (calculated on a monthly basis) or the maximum amount allowed by law, whichever is less. Advertiser shall pay the late payment charge together with the overdue amount; and (ii) Student.com may suspend all or part of the Services until payment has been made in full.

4.5. Marketing Fees for Services are exclusive of any tax imposed on the consumption of Services or the lease of real property and Advertiser will be responsible for all such taxes. Student.com and its employees are independent contractors and not employees or agents of Advertiser. Student.com will be responsible for all contributions and payroll taxes payable under federal and state law, including without limitation unemployment and workers' compensation insurance, and income tax withholding for its employees.

5. **Confidential Information.**

5.1. **Generally.** "Confidential Information" means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which by the nature of the information or circumstances of disclosure would reasonably be considered confidential or proprietary.

5.2. **Obligations of Confidentiality.** Each party agrees that it will not disclose the Confidential Information of the other party to any third party and to use the Confidential Information for no purpose other than the purposes expressly permitted by this Agreement. Each party will only permit access to the other party's Confidential Information to those of its employees having a need to know and who have signed confidentiality agreements containing terms at least as restrictive as those contained in this Agreement. Each party will maintain the confidentiality and prevent accidental or other loss or disclosure of any Confidential Information with at least the same degree of care as it uses to protect its own Confidential Information, but in no event with less than reasonable care.

- 5.3. **Exclusions from Obligations.** A party's obligations of confidentiality under this Agreement will not apply to information which the receiving party can show (i) is rightfully in the public domain, (ii) was known to the party prior to the time of disclosure, (iii) is independently developed by the party prior to receiving such Confidential Information without reference or access to any Confidential Information of the other party. Any legally required disclosure is permitted if the party under a legal obligation promptly notifies the other party and cooperates in obtaining a protective order or confidential treatment of the information.
- 5.4. **Return of Confidential Information.** Upon written request by either party hereto, the other party will promptly return or destroy all documents and other tangible materials representing the requesting party's Confidential Information and all copies thereof.

6. Intellectual Property Rights.

- 6.1. **Ownership of Platform.** As between Student.com and Advertiser, Student.com will own all right, title and interest to the Platform including, but not limited to all intellectual property rights therein and nothing in this Agreement creates a license or any right on behalf of Advertiser to the Platform.
- 6.2. **Advertiser Content.** During the term of this Agreement, Advertiser grants to Student.com a fully paid-up, worldwide, non-exclusive, royalty free, revocable license (including the right to sub-license) to distribute the Advertiser Content on the Platform and to use, copy and modify the Advertiser Content for the purpose of Student.com performing its obligations under this Agreement.

7. Warranty and Disclaimer.

- 7.1. **Warranty.** Advertiser represents and warrants that: (i) it has all rights necessary to enter into this Agreement; (ii) to provide and publish the Property information through the Platform without violation of any third party rights including any rights of privacy or publicity; (iii) it has full power and authority to grant the license at Section 6.2 and that the Advertiser Content does not infringe any third party Intellectual Property Rights; (iv) to the extent it processes personal data (as defined in applicable legislation) in connection with this Agreement, to comply with all applicable federal and state data privacy laws; (v) to negotiate and enter into Leases with Students. Student.com represents and warrants that: (i) in the performance of the Services, Student.com will perform the Services in a professional and workmanlike manner; (ii) to the extent it processes personal data (as defined in applicable legislation) in connection with this Agreement, to comply with all applicable federal and state data privacy laws.
- 7.2. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE. THE STUDENT.COM PLATFORM, THE SERVICES, AND ALL OTHER TECHNOLOGIES, DATA, MATERIALS AND DOCUMENTATION PROVIDED BY STUDENT.COM IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. STUDENT.COM AND ITS SUPPLIERS, LICENSORS AND AGENTS DO NOT WARRANT THAT THE PLATFORM, THE SERVICES OR THE FUNCTIONS CONTAINED THEREIN WILL BE CORRECT, UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED. THE PLATFORM AND THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. STUDENT.COM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. STUDENT.COM DOES NOT WARRANT THE RESULTS OF USE OF THE PLATFORM OR THE SERVICES. EACH PARTY ACKNOWLEDGES THAT IT HAS RELIED ON NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT.
8. **Insurance.** During the term of this Agreement and for one year thereafter, Advertiser will maintain in place policies of insurance appropriate to its business operations and adequate to cover any liabilities under this Agreement.
9. **Indemnity.** Advertiser will defend, indemnify and hold harmless Student.com, its affiliates and their respective directors, officers, employees, agents and representatives from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or allegedly based (in whole or in part) on any Lease, the condition or habitability of the Property, any actual or alleged infringement of a third party's Intellectual Property Rights, any breach of any data privacy laws, or any violation of law or regulation. Student.com will, at Advertiser's expense reasonably cooperate in the defense and not settle any such claims without the Advertiser's consent which is not to

unreasonably be withheld or delayed. No settlement will be less than a full and complete settlement of all claims, and no settlement will include any admission of fault or any public statement by Student.com without Advertiser's prior written consent which will not unreasonably be withheld or delayed.

10. **Term and Termination.**

- 10.1. **Term.** The term of this Agreement will commence on the Effective Date and will continue until terminated as provided herein.
- 10.2. **Termination for Cause.** Either party may cancel or terminate this Agreement by giving written notice of breach or default if the other party (a) becomes insolvent, unable to pay debts when due, or the subject of bankruptcy proceedings not terminated within thirty (30) days of any filing; or makes a general assignment for the benefit of creditors; or if a receiver is appointed for substantially all of its property; or (b) breaches or defaults on its undisputed payment obligations, and such breach or default remains uncured ten (10) days after the date of written notice of such breach or default; or (c) breaches or defaults on its material obligations under this Agreement and fails to cure the breach or default within thirty (30) days after the date of written notice.
- 10.3. **Termination for Convenience.** At any time either party may, with or without cause and without judicial intervention terminate this Agreement upon thirty (30) days' prior written notice to the other party.
- 10.4. **Effect of Termination.** Upon termination or expiration of this Agreement any Marketing Fees which are due but unpaid will immediately become due and payable. Student.com will have no further obligation to Advertiser and all Services will immediately cease. The expiration or termination of this Agreement will not affect any rights or liabilities between the parties that accrued prior to expiration or termination, or any provision of the Agreement that expressly or by implication is intended to survive. The provisions of Section 1, 4, 5, 6, 7 through 13, inclusive, and 18 will survive the termination or expiration of this Agreement.


11. **Limitation of Liability.**

- 11.1. **Exclusion of Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER ECONOMIC ADVANTAGE AND ANY NON-ECONOMIC LOSSES, EVEN IF A PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.2. **Limitation of Damages.** EXCEPT FOR ANY INDEMNITY OBLIGATION, EITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, OR ANY OTHER THEORY OF LIABILITY, WILL BE LIMITED TO THE MARKETING FEES PAID AND PAYABLE BY ADVERTISER TO STUDENT.COM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSION FIRST GIVING RISE TO THE LIABILITY.
- 11.3. **Allocation of Risk and Material Term.** THE PROVISIONS OF THIS SECTION 11 ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND ARE AN INTRINSIC PART OF THE BARGAIN SUCH LIMITATION WILL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.
12. **Governing Law.** This Agreement and matters connected with the performance thereof will be construed, interpreted, applied and governed in all respects in accordance with the laws of the United States of America and the substantive and procedural laws of the State of New York, notwithstanding any choice-of-law principle that might dictate a different governing law. Each party irrevocably agrees, consents and submits to jurisdiction and venue in the federal and state courts located within federal Southern District of New York, with respect to any dispute arising out of or relating in any way to this Agreement and the parties hereby waive all defenses based upon forum non conveniens, improper venue, or personal jurisdiction.
13. **Attorneys Fees.** The prevailing party will be entitled to recover from the non-prevailing party its costs, including without limitation, attorneys' fees and court costs, incurred in connection with the collection of any amounts due under this Agreement or with the enforcement or interpretation of this Agreement.
14. **Independent Contractor.** The parties are independent contractors with respect to one other. This Agreement does not create and shall not be construed as creating a partnership, joint venture, or employment relationship

between the parties. Neither party shall have, and shall not represent to any third party that it has, any right to obligate or bind the other party in any manner whatsoever. Nothing in this Agreement shall give, or is intended to give, any rights of any kind to any third party.

- 15. **Assignment.** Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party except: (i) to an affiliate controlled or under common control with the party where control means more than fifty percent ownership interest; or (ii) in the event of a merger, corporate reorganization, or sale of all or substantially all of the assets of a party and the acquiring entity or surviving entity agrees in writing to be bound by the terms and conditions of this Agreement. Any attempted transfer in violation of this section is void.
- 16. **Public Announcements.** Any public announcements regarding this Agreement or the services to be provided hereunder shall be subject to the prior written approval of the other party, which shall not be unreasonably withheld or delayed.
- 17. **Force Majeure.** Except for payments due under this Agreement, neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "**Force Majeure**"), including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written notice thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure. If a Force Majeure event continues for more than sixty (60) days, either party will be entitled to immediately terminate this Agreement.
- 18. **Miscellaneous.** A waiver of any default hereunder or of any of the terms and conditions of this Agreement will not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but will apply solely to the instance to which such waiver is directed. The exercise of any right or remedy provided in this Agreement will be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited by this Agreement. Captions in this Agreement are for the convenience of the parties only and will not affect the interpretation or construction of this Agreement. In the event any provision of this Agreement is held to be invalid or unenforceable, such provision will be severed from the remainder of this Agreement, and such remainder will remain in force and effect. Any notice provided for or permitted under this Agreement will be in writing and will be treated as having been given (a) when delivered personally, (b) one (1) business day after being sent by nationally recognized overnight courier with written verification of receipt, or (c) three (3) business days after being mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, at the address first set forth above, or at such other place of which the other party has been notified in accordance with the provisions of this Section 18. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument. The parties agree that facsimile signatures of the parties will be binding. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior and/or simultaneous representations, discussions, negotiations and agreements, whether written or oral. This Agreement shall be executed in English and any other language versions shall be for convenience only.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement as follows:

Student.com Ventures Limited
Authorized Signature: 
Name (<i>Please Print</i>): Luke Nolan
Title: CEO

Advertiser

Authorized Signature: *Daphne Gelbtuch*

Name (*Please Print*): *Daphne Gelbtuch*

Title: Owner

Dated: 18/05/2022

Advertiser: 2018 St-Denis Inc
2550 Bates Rd, Suite 303
Montreal, Quebec
H3S 1A7

Property/Properties:

Marketing Fee: a fee of 5% of the total Rent payment under a Lease

TITLE	Montreal / Hydra
FILE NAME	_Automation..._ (002).pdf and 1 other
DOCUMENT ID	16316ec2aaf57100228d1eb937e433985c339a99
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

06 / 06 / 2022

16:43:29 UTC

Sent for signature to Luke Nolan (luke@student.com) from micah.hollingsworth@student.com
IP: 67.187.92.6



VIEWED

06 / 07 / 2022

08:04:51 UTC

Viewed by Luke Nolan (luke@student.com)
IP: 217.110.184.17



SIGNED

06 / 07 / 2022

08:05:33 UTC

Signed by Luke Nolan (luke@student.com)
IP: 217.110.184.17



COMPLETED

06 / 07 / 2022

08:05:33 UTC

The document has been completed.