

AGREEMENT

This Agreement ("Agreement") is made as of the date of the last signature below by and between:

Mysticum Limited

c/o Rakoi FZE,
Office 102/103, Building 6,
The Gold and Diamond Park,
Sheikh Zayed Road, Dubai, UAE
(represented by David Maurice Bostock)
(hereinafter referred to as "Mysticum")

AND

psholix AG

Wallstrasse 8,
4051 Basel, Switzerland
(represented by Christina Kaufmann)
(hereinafter referred to as "psholix")

RECITALS

WHEREAS, psholix AG is engaged in the development, production, and commercialization of advanced visual technologies and display systems, including but not limited to the Super Multiview system and related software/hardware components (hereinafter referred to as "psHolix products");

WHEREAS, Mysticum Limited is a UAE-based company with commercial, technical, and strategic capabilities to support product rollout, funding, and market entry within the [REDACTED] region;

WHEREAS, both Parties wish to collaborate in a strategic partnership whereby Mysticum will serve as the exclusive distributor of psHolix products in defined [REDACTED] territories, and will support the financial and operational scale-up of psHolix in preparation for a broader market launch and institutional fundraising;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. COOPERATION

1.1 Exclusive Distribution Rights

Mysticum is granted exclusive distribution rights for psHolix products in the [REDACTED] region, especially [REDACTED].

1.2 Pricing and Margin

Mysticum shall receive products at production cost plus a 10% margin for psHolix.

1.3 Payments

No payment is required. Mysticum will manage the listing process on the TSX, covering all associated costs, and will provide financial support to psHolix in the form of loans until the company is listed.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Mysticum

Mysticum represents and warrants that:

- It has the full legal authority to enter into and perform this Agreement.

2.2 Representations and Warranties of psholix

psholix represents and warrants that:

- It will provide all necessary support and assistance to Mysticum to facilitate the timely and successful development of the software and hardware.

3. CONFIDENTIALITY

3.1 Confidential Information

Both Parties agree to maintain the confidentiality of all proprietary or confidential information disclosed during the term of this Agreement. This includes all code, designs, specifications, testing results, and any other sensitive information related to the Super Multiview system.

3.2 Exclusions from Confidential Information

Confidential Information does not include information that is:

- Publicly available through no fault of the receiving Party;
- Already known to the receiving Party at the time of disclosure;
- Lawfully received from a third party without breach of confidentiality;
- Independently developed by the receiving Party without reference to the confidential information.

3.3 Survival of Confidentiality Obligations

The confidentiality obligations will remain in effect for two (2) years following the termination or expiration of this Agreement.

4. GOVERNING LAW AND DISPUTE RESOLUTION

4.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates.

4.2 Dispute Resolution

In the event of a dispute, the Parties agree to attempt resolution through good faith mediation. If mediation fails, the dispute shall be resolved through binding arbitration in Dubai, UAE, in accordance with the rules of the Dubai International Arbitration Centre (DIAC).

5. MISCELLANEOUS

5.1 Entire Agreement

This Agreement constitutes the entire and exclusive understanding between the Parties concerning its subject matter and supersedes all prior agreements and discussions.

5.2 Amendments

Any amendments to this Agreement must be made in writing and signed by authorized representatives of both Parties.

5.3 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Mysticum Limited

By: /s/ "David M. Bostock"

Name: David Maurice Bostock

Title: Director

Date: 4th of October 2024

psholix AG

By: /s/ "Christina Kaufmann"

Name: Christina Kaufmann

Title: Boardwoman

Date: 4th of October 2024