

BINDING INVESTOR INTRODUCTION & REFERRAL AGREEMENT

Including Mutual Confidentiality, Non-Circumvention and Limited Strategic Cooperation

Effective Date: October 16, 2026

PARTIES

VibeUp Inc. (“VibeUp”), a corporation organized under applicable Canadian law, with its registered office at [VibeUp registered address], represented by Luke Jensen, duly authorized signatory; and D.R.E.A.M. Groupe Immobilier inc. (“Referrer”), 1550 Route Saint-Joseph, Sainte-Émélie-de-l'Énergie, Québec J0K 2K0, represented by Kevin Ricard, duly authorized signatory.

VibeUp and Referrer are each a “Party” and together the “Parties.” Kevin Ricard acts on behalf of Referrer, not personally, unless separately agreed in writing.

1. PURPOSE AND BINDING EFFECT

The Parties enter this binding agreement to govern eligible introductions of prospective investors to VibeUp, potential referral compensation, and protection of their respective confidential information and relationships. This is a definitive agreement as to the matters stated here, not a non-binding expression of intent. No investment, financing or issuance of securities is guaranteed.

2. TERM

The agreement begins October 16, 2026 and expires October 15, 2027 unless terminated earlier under Section 13. Any extension must be signed by both Parties. Provisions expressly surviving termination remain enforceable.

3. QUALIFIED INTRODUCTIONS

A “Qualified Investor” is a prospective investor (a) first identified to VibeUp by Referrer in a written notice specifying name, entity and contact information, (b) expressly accepted by VibeUp in writing within ten (10) business days, and (c) not already in VibeUp’s documented pipeline, previously introduced by another source, or in active substantive discussions with VibeUp during the preceding twelve (12) months. VibeUp may reasonably reject an introduction, including for compliance, suitability, conflicts, reputational or commercial reasons. VibeUp shall maintain an introduction register and act in good faith when determining prior contacts. No fee accrues from an unaccepted introduction.

4. REFERRER ROLE AND LIMITATIONS

Referrer may make introductions and coordinate initial meetings only as permitted by law. Unless separately authorized and appropriately registered or exempt, Referrer shall not recommend or promote securities, advise on investments, negotiate investment terms, handle investor money or subscription documents, make representations on behalf of VibeUp, or conduct activities requiring securities registration. All offering materials, negotiations, investor qualification, acceptance and closings remain exclusively under VibeUp’s control. Referrer shall not make promises regarding returns, valuation increases, liquidity or investor outcomes.

5. ELIGIBLE INVESTMENT AND FEE BASE

An “Eligible Investment” means new cash equity capital actually received, cleared and irrevocably retained by VibeUp from a Qualified Investor pursuant to a completed subscription accepted by VibeUp during the Term or Tail Period. Exclude debt unless converted into paid equity during the applicable period, non-cash consideration, taxes, refunds, rescinded subscriptions, amounts returned to the investor and investments by affiliates not expressly identified and accepted in writing. Follow-on investments qualify only if completed within the Term or Tail Period and directly attributable to the accepted introduction. The “Referral Base” is the eligible amount in Canadian dollars, or the CAD equivalent at the Bank of Canada rate on the date funds clear.

6. COMPENSATION ELECTION

Subject always to Section 9, Referrer earns compensation equal to ten percent (10%) of the Referral Base, with one of the following economic forms selected by Referrer in writing before each eligible closing and accepted by VibeUp in writing: (A) Cash: 10% of the Referral Base; (B) Equity: equity with an agreed notional subscription value equal to three (3) times the otherwise payable cash fee (i.e., 30% of the Referral Base), calculated using the CAD \$10,300,000 post-money valuation reference in Section 7; or (C) Hybrid: any split from 0% to 100% of the cash-fee entitlement, with the cash portion paid at face value and the remaining portion converted to equity at 3× its face value. The election is irrevocable for that closing after written confirmation, except by mutual signed agreement. There is no entitlement to receive both full cash and full equity on the same amount.

7. EQUITY MECHANICS AND VESTING

For the equity alternative, the reference valuation is CAD \$10,300,000 post-money, on a fully diluted basis, subject to confirmation of the capitalization table and actual share class and price by VibeUp’s board. Illustratively, a CAD \$100,000 Eligible Investment yields a CAD \$10,000 cash fee or CAD \$30,000 notional equity value, or a proportionate hybrid. The number of shares equals the notional equity value divided by the board-approved price per share derived consistently from that valuation; this does not promise a fixed ownership percentage. Equity will be issued as restricted shares or equivalent contractual rights only under definitive equity documents, required corporate approvals, applicable securities exemptions, and shareholder/transfer restrictions. Unless otherwise specified in the closing election, equity vests over twenty-four (24) months in equal monthly installments starting on the applicable investment closing date, conditioned on ongoing compliance with this agreement; vested rights remain subject to the definitive equity documents. The Parties shall document treatment of unvested equity on early termination in those definitive documents; absent agreement, no equity issuance is required and the Parties shall determine a lawful cash alternative in writing before closing.

8. PAYMENT AND ACCOUNTING

A lawful cash fee becomes due within fifteen (15) business days after VibeUp receives cleared investment proceeds and receives a compliant invoice, provided all applicable legal conditions are satisfied. VibeUp shall provide a closing statement stating the Referral Base, election and calculation, subject to investor privacy and confidentiality. Each Party bears its own taxes; applicable sales taxes shall be addressed on a valid invoice where required. No compensation is due for investments not actually closed and funded.

9. MANDATORY SECURITIES-LAW COMPLIANCE

All referral, finder, commission and equity compensation is expressly conditional on compliance with all applicable federal and provincial securities laws, including Québec requirements and the

laws of each investor's jurisdiction. The Parties acknowledge that transaction-based compensation may trigger dealer-registration, permitted referral arrangement, disclosure or other regulatory obligations. Before any compensable activity or payment, VibeUp and qualified securities counsel must confirm in writing that the specific arrangement and activities are lawful, including any required registration, exemption, investor disclosure and approvals. If unlawful, no prohibited activity, payment or equity issuance shall occur; the Parties may negotiate a lawful replacement arrangement, but neither Party is obliged to implement one. Nothing in this agreement overrides mandatory law.

10. MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE

"Confidential Information" includes nonpublic business plans, financials, cap tables, valuations, technology, product roadmaps, strategies, marketing, investor lists and contacts, deal terms, personal information and materials identified as confidential or reasonably understood to be confidential. Each Party shall use the other's Confidential Information only to perform this agreement, protect it with at least reasonable care, and disclose it only to personnel and professional advisers who need to know and are bound by confidentiality obligations. Exclusions: information demonstrably public without breach, already lawfully known, independently developed, or lawfully received without duty of confidence. Legally compelled disclosure is permitted only to the extent required, with advance notice where lawful. On request or termination, promptly return or destroy Confidential Information, subject to legally required archival copies. Confidentiality survives for three (3) years; trade secrets remain protected as long as legally qualifying as trade secrets. Personal information must be handled in accordance with applicable privacy law.

11. NON-CIRCUMVENTION; NON-INTERFERENCE

During the Term and for twelve (12) months thereafter, neither Party shall knowingly bypass the other to avoid compensation expressly due under this agreement in connection with a Qualified Investor or accepted introduction. Referrer shall not use VibeUp's nonpublic investor, partner or commercial contacts disclosed solely for this purpose to solicit a competing transaction or misappropriate VibeUp opportunities, without prior written consent. This clause does not prohibit pre-existing independently documented relationships, general non-targeted solicitation, or lawful business activity unrelated to an accepted introduction. No restriction requires VibeUp to accept investment or enter any transaction.

12. NON-EXCLUSIVITY; NO AGENCY

The relationship is non-exclusive. VibeUp may raise capital directly or through others and Referrer may engage in unrelated business. Neither Party is an employee, agent, partner, fiduciary or joint venturer of the other. Referrer has no authority to bind VibeUp. Neither Party may use the other's name, logo or trademarks publicly without prior written approval.

13. TERMINATION; TAIL

Either Party may terminate without cause on thirty (30) days' written notice, or immediately for material breach, illegality, fraud, misuse of confidential information or material reputational harm, subject to any mandatory cure rights. Accepted introductions documented before expiration or termination remain eligible for compensation only if the Eligible Investment closes within six (6) months after the effective end date (the "Tail Period"), and only where all conditions in this agreement are satisfied. Termination does not extinguish earned, lawful fees for funded closings or accrued confidentiality obligations. No tail compensation applies to a Qualified Investor whose introduction was obtained through Referrer's material breach.

14. REPRESENTATIONS; INDEMNIFICATION; LIABILITY

Each Party represents that it has authority to enter this agreement and will comply with applicable law. Referrer represents it will not conduct registrable activity without proper authorization and will not make unauthorized statements to investors. Each Party indemnifies the other against third-party losses, claims and reasonable legal expenses arising from its fraud, wilful misconduct, material breach of confidentiality or violation of law, to the extent caused by that Party. Neither Party is liable for speculative investment returns or indirect consequential damages, except in cases of fraud, wilful misconduct, confidentiality breach or statutory liability.

15. GOVERNING LAW; DISPUTES

This agreement is governed by the laws of Québec and applicable federal laws of Canada. The Parties shall first attempt good-faith executive negotiation for fifteen (15) business days after written dispute notice. Subject to mandatory law, the courts of the judicial district of Montréal, Québec shall have exclusive jurisdiction. Either Party may seek urgent injunctive relief to protect confidential information or prevent circumvention.

16. NOTICES; GENERAL

Notices must be delivered by email with confirmation of receipt or by courier to the addresses designated in writing by the Parties. VibeUp notice email: [insert]; Referrer notice email: [insert]. This agreement is the entire agreement on its subject matter, supersedes prior discussions, and may be amended only by a signed writing. If a provision is unenforceable, the remainder remains effective to the extent lawful. No assignment without prior written consent, except by VibeUp to a successor in a bona fide reorganization or sale. Counterparts and electronic signatures are valid. Each signatory acknowledges opportunity to obtain independent legal advice.

SIGNATURES

VIBEUP INC.

D.R.E.A.M. GROUPE IMMOBILIER INC.

Signature: _____

Signature: _____

Name: Luke Jensen

Name: Kevin Ricard

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Name: Nicholas Courchesne

Title: _____

Date: _____

Drafting note (remove before execution): Confirm VibeUp's legal name, registered address, signatory title, notices, capitalization, share class, vesting treatment and securities counsel approval. Québec transaction-based investor referral compensation may be regulated.