



Consulting Agreement

This agreement is between JWTT Inc. (JWTT) and

Neighpart International Corp. (NIC)

This agreement is effective as of May 6 2024.

JWTT will consult with (NIC) to assist (NIC) in obtaining DTC eligibility and listing on the OTCQB.

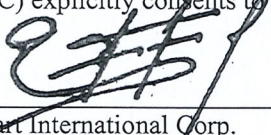
- JWTT will provide the required paperwork for the DTC application & OTCQB application and will assist (NIC) in assembling and filing the DTC eligibility application package and OTCQB application.

As compensation for the services described in this agreement, (NIC) or its representative agent/consultant shall wire a cash fee in the amount of \$20,000.00 USD to JWTT. The fee is inclusive of the OTCQB sponsor letter and Broker/Dealer DTC processing fee, but does not include any DTC legal opinions. JWTT will provide the required paperwork for the DTC/OTCQB applications and will assist (NIC) in assembling and filing the DTC eligibility application package and OTCQB application. \$20,000.00 USD shall be wired upon execution of this agreement.

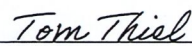
JWTT responsibilities will be limited to helping (NIC) prepare their DTC eligibility and OTCQB applications and assist in filing the DTC eligibility and OTCQB applications package. JWTT is not responsible for the actions of DTC and OTC Markets Group Inc. and JWTT is not liable for losses incurred due to a rejection by DTC or OTC Markets Group Inc., nor is JWTT responsible or liable for any future deletion or cancellation of DTC eligibility or OTCQB listing and (NIC) understands JWTT is not responsible to re-file with DTC or OTC Markets Group Inc. should eligibility or OTCQB listing be lost or cancelled in the future. (NIC) understands any re-filing will be considered a new filing and all fees will be due as a new filing.

(NIC) acknowledges that prior to preparing or making the DTC application, an Office of Foreign Assets Control (OFAC) check will be performed on all officers and directors of the applying company. Additionally, a check of the issuer's counsel, transfer agent, and other relationships may be made. In the event that materially-detrimental information is discovered in the process, at the sole discretion of JWTT, the company's application may not be submitted to DTC or OTC Markets Group Inc. If the company's application is rejected by JWTT, \$20,000.00 USD minus wire fees will be refunded to (NIC) and (NIC) understands and agrees that the fee is only refundable if JWTT rejects the application. (NIC) will not be entitled to a refund of the \$20,000.00 USD due to a rejection by DTC or OTC Markets Group Inc. or under any other circumstance. (NIC) understands that it is responsible to ensure a deposit is made to a US broker dealer to deposit shares into DTC within 30 calendar days of eligibility approval or DTC will delete the eligibility.

(NIC) explicitly agree that the District Court for the City of Portland and County of Multnomah, State of Oregon, shall have exclusive jurisdiction over any disputes or litigation arising from this agreement and (NIC) explicitly consents to venue in said court.



Neighpart International Corp.
Authorized Signatory



JWTT Inc.

Wire Instructions on next page:

1231 NW Hoyt St., Suite 206
Portland, OR 97209

Wire Instructions:

Washington Trust Bank

717 W. Sprague Ave

Spokane, WA 99201

ABA/Routing number: 125100089

Beneficiary name: JWTT Inc.

Account number: 1000773323

Swift Code: WTBAUS66