

AUTHORIZED RESELLER AGREEMENT *(DRAFT)*

This Authorized Reseller Agreement ("Agreement") is entered into as of
17 FEB, 2026 ("Effective Date")

BETWEEN:

Weipeng Zhuo, CEO & Co-Founder
Nexrizen LLC

wei@nexrizen.com | NEXRIZEN.com

A Delaware Limited Liability Company, USA
("Company" or "Nexrizen")

AND:

Robertas Preiksa, Technology & Financial Advisor

info@signalaiagi.com | SignalAIAGI.com

big@banqueinvest.com | BANQUEINVEST.com

Monaco, MC

("Reseller")

Collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Nexrizen provides AI consulting, custom software development, and automation services to businesses worldwide, operating as an AI-native firm that runs its own business operations on proprietary AI systems;

WHEREAS, Nexrizen's sales process includes delivering working prototypes to prospects after initial discovery calls, prior to contract execution, to demonstrate capabilities and accelerate decision-making;

WHEREAS, Reseller has established relationships with executives and decision-makers in the European Union and European Economic Area, built over 30+ years in finance, banking, and investment at the highest institutional standards (including Big Four firms: KPMG, Deloitte, PwC, EY);

WHEREAS, the Parties wish to establish a mutually beneficial arrangement whereby Reseller will introduce prospective clients to Nexrizen in exchange for commission payments;

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

1. DEFINITIONS

1.1 "Qualified Introduction" means an introduction made by Reseller to a prospective client that meets all of the following criteria:

- (a) The prospective client was not previously known to Nexrizen;
- (b) Reseller provides written notice of the introduction via email prior to or within 48 hours of the introduction;
- (c) The prospective client is a bona fide business entity or individual with decision-making authority.

1.2 "Referred Client" means any prospective client who becomes a paying customer of Nexrizen following a Qualified Introduction by Reseller.

1.3 "Collected Revenue" means gross payments actually received by Nexrizen from a Referred Client, excluding taxes, refunds, chargebacks, and disputed amounts.

1.4 "Territory" means the European Union member states, European Economic Area countries (Norway, Iceland, Liechtenstein), and Switzerland. The United Kingdom is expressly excluded from this Agreement and may be added by written amendment at a future date upon mutual agreement of the Parties.

1.5 "Services" means all consulting, software development, AI implementation, automation, and related technology services offered by Nexrizen.

2. APPOINTMENT AND SCOPE

2.1 Appointment. Nexrizen hereby appoints Reseller as a non-exclusive authorized reseller and representative for the Territory during the Term of this Agreement.

2.2 Non-Exclusivity. This appointment is non-exclusive. Nexrizen retains the right to:

- (a) Accept clients from the Territory through other channels;
- (b) Appoint additional resellers or representatives in the Territory;
- (c) Market and sell directly within the Territory.

Reseller retains the right to represent other technology providers, provided such representation does not create a direct conflict of interest with Nexrizen's services.

2.3 Scope of Authority. Reseller is authorized to:

- (a) Identify and introduce prospective clients to Nexrizen;
- (b) Describe Nexrizen's general capabilities and service offerings;
- (c) Share approved marketing materials with prospective clients;

- (d) Participate in sales meetings and calls as appropriate.

2.4 Limitations. Reseller shall NOT:

- (a) Enter into contracts or agreements on behalf of Nexrizen;
 - (b) Quote specific prices without prior written approval from Nexrizen;
 - (c) Make representations or warranties regarding Nexrizen's services beyond those in approved materials;
 - (d) Collect payments on behalf of Nexrizen;
 - (e) Represent themselves as an employee or agent with binding authority.
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3. COMMISSION AND PAYMENT

3.1 Commission Rate. Nexrizen shall pay Reseller a commission equal to **fifteen percent (15%)** of Collected Revenue from Referred Clients.

3.2 Attribution Period. Commission shall be payable on:

- (a) The initial engagement with a Referred Client; AND
- (b) Any subsequent engagements with the same Referred Client that commence within twelve (12) months of the original Qualified Introduction.

3.3 Payment Terms. Commission payments shall be made within thirty (30) days following Nexrizen's receipt of payment from the Referred Client. Payments shall be made via wire transfer to an account designated by Reseller.

3.4 Currency. Payments may be made in USD or EUR, at Reseller's election, using the exchange rate in effect on the date of payment.

3.5 Commission Statements. Nexrizen shall provide Reseller with a monthly statement showing:

- (a) Referred Clients with active engagements;
- (b) Payments received during the period;
- (c) Commissions earned and paid.

3.6 Disputes. Any dispute regarding commission calculation must be raised in writing within sixty (60) days of the relevant commission statement. The Parties agree to resolve disputes in good faith.

3.7 No Other Compensation. Reseller shall not be entitled to any compensation other than the commissions described herein. Reseller is responsible for all costs and

expenses incurred in performing its activities under this Agreement.

4. CLIENT ATTRIBUTION

4.1 Introduction Notice. To establish attribution for a Qualified Introduction, Reseller shall send an email to Nexrizen at the designated contact address identifying:

- (a) The prospective client's company name;
- (b) The contact person's name and title;
- (c) Brief context on the opportunity.

4.2 Confirmation. Nexrizen shall confirm receipt and attribution status within five (5) business days.

4.3 Prior Relationships. If Nexrizen has a pre-existing relationship with a prospective client, Nexrizen shall notify Reseller within five (5) business days, and no commission shall be payable for that client.

4.4 Competing Introductions. If a prospective client is introduced by multiple sources, attribution shall be determined by:

- (a) First Qualified Introduction received by Nexrizen; OR
 - (b) Good faith negotiation between the parties if timing is unclear.
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5. RESELLER OBLIGATIONS

5.1 Professional Conduct. Reseller shall conduct all activities in a professional, ethical, and lawful manner consistent with Nexrizen's reputation and values.

5.2 Accurate Representation. Reseller shall accurately represent Nexrizen's capabilities and shall not make false, misleading, or exaggerated claims.

5.3 Compliance. Reseller shall comply with all applicable laws, regulations, and industry standards in the Territory, including but not limited to:

- (a) Data protection regulations (GDPR);
- (b) Anti-bribery and anti-corruption laws;
- (c) Competition and antitrust laws.

5.4 Updates. Reseller shall promptly inform Nexrizen of:

- (a) Material changes in the status of any prospective client relationship;

- (b) Competitive intelligence or market information relevant to Nexrizen's business;
 - (c) Any complaints or concerns raised by prospective or Referred Clients.
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6. NEXRIZEN OBLIGATIONS

6.1 Service Delivery. Nexrizen shall deliver Services to Referred Clients in accordance with its standard terms and quality standards.

6.2 Sales Support. Nexrizen shall provide reasonable support for sales activities, including:

- (a) Participation in sales calls and meetings;
- (b) Preparation of proposals and estimates;
- (c) Responses to technical questions from prospective clients.

6.3 Marketing Materials. Nexrizen shall provide Reseller with approved marketing materials suitable for use in the Territory.

6.4 Communication. Nexrizen shall keep Reseller reasonably informed of:

- (a) Status of opportunities involving Reseller's introductions;
 - (b) New services or offerings relevant to the Territory;
 - (c) Any material changes to pricing or terms.
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7. CONFIDENTIALITY

7.1 Confidential Information. Each Party may disclose confidential information to the other in connection with this Agreement. "Confidential Information" includes:

- (a) Client lists, contact information, and business relationships;
- (b) Pricing, commission rates, and financial terms;
- (c) Technical information, methodologies, and trade secrets;
- (d) Business strategies and plans.

7.2 Obligations. Each Party agrees to:

- (a) Maintain the confidentiality of the other Party's Confidential Information;
- (b) Use Confidential Information only for purposes of this Agreement;

- (c) Not disclose Confidential Information to third parties without prior written consent;
- (d) Apply at least the same degree of care as it uses to protect its own confidential information.

7.3 Exceptions. Confidentiality obligations do not apply to information that:

- (a) Is or becomes publicly available through no fault of the receiving Party;
- (b) Was already known to the receiving Party prior to disclosure;
- (c) Is rightfully received from a third party without restriction;
- (d) Is required to be disclosed by law, provided the disclosing Party is given reasonable notice.

7.4 Duration. Confidentiality obligations shall survive termination of this Agreement for a period of three (3) years.

8. INTELLECTUAL PROPERTY

8.1 Ownership. Each Party retains all rights in its own intellectual property. Nothing in this Agreement transfers ownership of any intellectual property.

8.2 License. Nexrizen grants Reseller a limited, non-exclusive, non-transferable license to use Nexrizen's name, logo, and approved marketing materials solely for purposes of performing under this Agreement.

8.3 Restrictions. Reseller shall not modify Nexrizen's trademarks or materials without prior written and signed by Parties approval.

9. TERM AND TERMINATION

9.1 Initial Term. This Agreement shall commence on the Effective Date and continue for an initial term of twelve (12) months.

9.2 Renewal. This Agreement shall automatically renew for successive twelve (12) month periods unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

9.3 Termination for Convenience. Either Party may terminate this Agreement at any time by providing sixty (60) days' written notice to the other Party.

9.4 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party:

- (a) Materially breaches this Agreement and fails to cure within thirty (30) days of written notice;
- (b) Becomes insolvent or files for bankruptcy;
- (c) Engages in conduct that materially damages the other Party's reputation.

9.5 Effect of Termination. Upon termination:

- (a) Reseller shall cease representing itself as an authorized reseller of Nexrizen;
- (b) Reseller shall return or destroy all Confidential Information and marketing materials;
- (c) Nexrizen shall pay all commissions earned prior to termination, including commissions on Collected Revenue received within ninety (90) days after termination for engagements that commenced prior to termination;
- (d) Attribution for Referred Clients introduced prior to termination shall continue for the remainder of the 12-month attribution period.

10. INDEPENDENT CONTRACTOR

10.1 Relationship. Reseller is an independent contractor and not an employee, partner, or agent of Nexrizen. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship.

10.2 Taxes. Reseller is solely responsible for all taxes, insurance, and other obligations arising from payments received under this Agreement.

10.3 No Benefits. Reseller is not entitled to any employee benefits from Nexrizen.

11. LIMITATION OF LIABILITY

11.1 Exclusion. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

11.2 Cap. EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO RESELLER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

11.3 Exceptions. The limitations in this Section 11 do not apply to breaches of confidentiality obligations or willful misconduct.

12. GENERAL PROVISIONS

12.1 Governing Law. This Agreement shall be governed by the laws of the State of Delaware, United States, without regard to conflict of law principles.

12.2 Dispute Resolution. The Parties agree to attempt to resolve any dispute through good faith negotiation. If negotiation fails, disputes shall be resolved through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

12.3 Notices. All notices shall be in writing and sent to the addresses set forth above (or such other address as a Party may designate in writing). Notices are effective upon receipt.

12.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions, negotiations, and agreements.

12.5 Amendment. This Agreement may only be amended by a written instrument signed by both Parties.

12.6 Waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

12.7 Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

12.8 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign to an affiliate or in connection with a merger, acquisition, or sale of substantially all assets.

12.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

SIGNATURES

NEXRIZEN LLC

By: _____

Name: Weipeng Zhuo
Title: CEO & Co-Founder

Date: _____

ROBERTAS PREIKSA | ADVISOR

By: _____

Name: Robertas Preiksa
Title: Technology & Financial Advisor

Date: _____

EXHIBIT A: COMMISSION SCHEDULE

Pricing Model: All Nexrizen services are billed on an hourly basis at the then-current hourly rate (currently \$120 USD/hour as of the Effective Date). No fixed-price project arrangements are offered.

Service Category	Hourly Rate	Commission Rate
Custom Software Development	\$120/hr	15% of Collected Revenue
AI & Automation Systems	\$120/hr	15% of Collected Revenue
Fractional CTO / Advisory	\$200/hr	15% of Collected Revenue
Rapid Prototyping (MVP)	\$120/hr	15% of Collected Revenue
Maintenance & Support	\$120/hr	15% of Collected Revenue

Note: Nexrizen may adjust its hourly rate upon thirty (30) days' written notice to Reseller. Commission rate remains fixed at 15% regardless of hourly rate changes.

By: _____

By: _____

Name: Weipeng Zhuo

Name: Robertas Preiksa

EXHIBIT B: APPROVED MARKETING MATERIALS

The following materials are approved for Reseller use as of the Effective Date:

1. Nexrizen EU Executive Overview (one-pager, PDF)
2. Nexrizen Partnership Presentation Deck (slides with speaker notes)
3. Nexrizen Case Study Collection
4. Nexrizen Logo and Brand Guidelines
5. Service Capability Sheets (by industry vertical)
6. Email Introduction Templates (5 industry-specific versions)

Additional materials may be approved in writing and signed by Parties from time to time.

By: _____

By: _____

Name: Weipeng Zhuo

Name: Robertas Preiksa

EXHIBIT C: DESIGNATED CONTACTS

For Nexrizen:

- Primary: Weipeng Zhuo, CEO — wei@nexrizen.com
- Secondary: Gabriel Perez, CTO — gabe@nexrizen.com

For Reseller:

- Primary: Robertas Preiksa, Advisor — big@banqueinvest.com
- Secondary: Angela (Executive Advisor) — info@signalaiagi.com

By: _____

By: _____

Name: Weipeng Zhuo

Name: Robertas Preiksa

Date: _____

Date: _____