

NON-EXCLUSIVE RESALE AGREEMENT

DATED Nov-08-2022 to Dec-31-2024.

BETWEEN:

CYBER IRON DOME INC., a corporation incorporated under the federal laws of Canada

("CID")

OF THE FIRST PART

-and-

DMS 3, a corporation incorporated under the laws of Canada ("Reseller")

OF THE SECOND PART

WHEREAS NeuShield Inc. ("NeuShield") developed and owns certain proprietary data ransomware protection and data restoration products and services;

AND WHEREAS CID holds the right to sell, distribute and to market NeuShield's products worldwide other than in Taiwan, Japan and Spain;

AND WHEREAS Reseller desires to act as one of CID's non-exclusive resellers and/or as an end-user of NeuShield's products, and CID desires that Reseller act in such capacity;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the receipt and sufficiency of which is hereby acknowledged, the parties (individually a "**Party**" and collectively the "**Parties**") agree as follows

Article 1

INTERPRETATION

1. **Definitions:** In addition to terms defined herein, the following terms and expressions will have the following meanings:
 - a. "**Agreement**", "**this Agreement**", "**hereto**", "**hereof**", "**herein**", "**hereunder**" and similar expressions refer to this agreement including its Schedules and not to any particular article, section or other portion of this agreement and include every amendment or instrument supplementary hereto or in implementation hereof.
 - b. "**Confidential Information**" means information regarding a Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information.
 - c. "**Disclosing Party**" has the meaning ascribed thereto in Section 8.1.
 - d. "**Discount Percentage**" means the percentage by which the retail cost of a Product License is discounted for Reseller set out in Schedule "A".
 - e. "**Effective Date**" means the date first herein above mentioned.

- f. **"Fees"** means the fees payable by Reseller to NeuShield as specified in an Order Form, including all taxes and transaction fees.
- g. **"NeuShield"** means NeuShield Inc., a corporation incorporated under the laws of Canada. [Note: Where is NeuShield incorporated?]
- h. **"Order Form"** means NeuShield's current order form for the purchase of a Product License.
- i. **"Product License"** means a license for Products which is purchased by Reseller from NeuShield, for Reseller's onward deployment to end-users or to sub-resellers.
- j. **"Products"** means the proprietary data ransomware protection and data restoration products and services developed and owned by NeuShield and any modified, updated or enhanced versions of same, and such other selected products as may from time to time form the subject-matter of this Agreement and their respective modifications, updates or enhancements, the whole as set out in Schedule "B" hereto, as may be amended from time to time.
- k. "Receiving Party" has the meaning ascribed thereto in Section 8.1.
- l. "Support" means support services and related technical support provided to Reseller by CID as set out in Schedule "C", as may be amended from time to time.
- m. **"Term"** means the term of this Agreement.

Article 2

APPOINTMENT OF RESELLER

- 2.1 **Appointment of Reseller:** CID grants to Reseller the non-exclusive, non-transferrable right to market, sell, offer to sell, have sold, promote, supply, distribute and sub-distribute or otherwise participate in the deployment of Product Licenses and Reseller accepts same. In addition to the foregoing, Reseller may also purchase Product Licenses on its own behalf, as an end-user.
- 2.2 **Nature of Relationship:** This Agreement does not constitute or create a joint venture, partnership, or formal business organization between the Parties. Neither Party is the agent of the other. Neither Party has the power or authority to act for, represent, or bind the other.

Article 3

NO EXCLUSIVITY

- 3.1 **No Exclusivity:** Nothing in this Agreement shall limit the rights of CID to market, sell or distribute Product Licenses or to appoint additional resellers to market, sell, distribute or sub-distribute Product Licenses.

Article 4

TERM AND TERMINATION

- 4.1 **Term:** This Agreement shall commence on the Effective Date. At any time after the first anniversary hereof, either Party may terminate this Agreement upon no less than thirty (30) calendar days' prior written notice to the other. This Agreement shall terminate at 12:01 a.m. EST on the calendar day which immediately follows the last day of such thirty (30)-day notice period.
- 4.2 **Consequences of Termination.** Upon termination of this Agreement for any reason, any amounts owed

to either Party by the other under this Agreement before such termination will be immediately due and payable, all rights granted to Reseller by CID in this Agreement will immediately cease to exist, CID will cease providing the Support and Reseller shall promptly discontinue identifying itself as an authorized Reseller of CID.

Article 5

ORDERS, PRICING AND PAYMENT

- 5.1 **Discount Percentage.** Reseller's Discount Percentage is set out in Schedule "A" and may be amended by CID in its sole discretion, from time to time or at any time, upon no less than ninety (90) days' prior written notice to Reseller.
- 5.2 **Orders:** Reseller shall order the Product Licenses by executing Order Forms directly with NeuShield. The cost of the Product Licenses shall be reduced by the Discount Percentage in effect when Reseller places an order.
- 5.3 **Payment for Orders for Onward Deployment.** Reseller is solely responsible for payment of the Fees to NeuShield. Reseller shall pay the Fees directly to NeuShield in accordance with the payment terms set out in the Order Form.
- 5.4 **Payment for Orders for Use by Reseller as End-User.** Reseller shall order the Product Licenses by executing Order Forms directly with NeuShield. NeuShield shall invoice Reseller for the Product Licenses in an amount equal to CID's retail price minus Reseller's Discount Percentage.
- 5.5 **Non-Cancellable, Non-Refundable.** Except as otherwise expressly specified herein or in an Order Form, Order Forms and related payment obligations are non-cancelable, all Product License orders are final, and all Fees paid are non-refundable.

Article 6

COVENANTS OF RESELLER

- 6.1 **Covenants of Reseller.** Reseller covenants and agrees that throughout the Term:
- Authorized Reseller.* Reseller shall hold itself out as an authorized Reseller of CID for the purposes of deploying Product Licenses.
 - Product Installation.* The Products shall be and shall remain installed on all of Reseller's endpoints, including its servers. Reseller shall receive a discount equal to fifty percent (50%) off retail price for each Product License purchased by Reseller from NeuShield for this purpose.
 - Good Standing.* Reseller shall remain in good standing in the jurisdiction in which it is incorporated and shall maintain in place all licenses, permits required under the laws of such jurisdiction to enable Reseller to deploy Product Licenses.
 - No Disparagement.* Reseller shall at all times refrain from any unethical conduct or any other conduct that tends to disparage or to damage the reputation of CID or of the Products.
 - Non-Competition.* Reseller shall not sell, promote, distribute, import, export, solicit or otherwise deal in or participate in the sale of any product or parts thereof, which directly or indirectly compete with the Products.
 - Insurance.* Reseller shall procure and maintain throughout the Term, comprehensive general liability insurance, including product liability insurance, with contractual liability coverage and vendors' liability coverage, with minimum limits of one million United States dollars (USD \$1,000,000.00) combined single limit for each occurrence or such higher limits as CID may reasonably request. Evidence of insurance through a certificate of insurance shall specify the coverage stated above and shall state that at least thirty (30) days written notice be provided to CID prior to any cancellation, expiration or material change in coverage and shall furnish to CID a certificate of insurance evidencing the foregoing coverage.
 - No Reverse Engineering.* Reseller acknowledges that the Products and their respective structure,

organization, and source code constitute valuable trade secrets of NeuShield and its suppliers. Accordingly, Reseller agrees not to:

- (1) modify, adapt, alter, translate, or create derivative works from the Products;
- (2) merge the Products with other software, except as set forth in this Agreement;
- (3) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Products; or
- (4) remove any NeuShield identifying marks or logos from the Products, the Product License or form any related packaging.

Article 7 COVENANTS OF CID

- 7.1 **Covenants of CID.** CID covenants and agrees that throughout the Term:
- a. *Support.* CID shall provide the Support.
 - b. *Updates.* CID shall promptly advise Reseller of any Product updates and improvements of which CID is made aware at any time and from time to time.

Article 8 CONFIDENTIALITY

- 8.1 **Confidentiality.** Each Party (the "**Disclosing Party**") may from time to time during the Term Agreement disclose to the other Party (the "**Receiving Party**") certain Confidential Information, whether so marked or identified. Any information that the Receiving Party knew or ought to have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party, will be considered Confidential Information of the Disclosing Party.
- 8.2 **Protection of Confidential Information.** During the Term and for a period of three (3) years after the termination of this Agreement, except as explicitly provided in this Agreement, the Receiving Party shall keep confidential any Confidential Information received from the Disclosing Party in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Information of the Disclosing Party:
- a. To those of its directors, officers, employees or professional advisors who need to receive or need to be aware of the Confidential Information for purposes consistent with the terms of this Agreement, subject to informing such individuals of the confidential nature of the Confidential Information and subject further to being responsible for the observance by such individuals of the non-disclosure obligations of the Receiving Party hereunder; or
 - b. As required by law or the rules of any applicable regulatory organisation having jurisdiction over the Receiving Party, in which circumstances notice, if reasonably practicable, will be given to the Disclosing Party of such requirement so that the Disclosing Party may seek an appropriate protective order or use reasonable efforts to obtain assurance that confidential treatment will be accorded.
- 8.3 **Exceptions.** The restrictions in Sections 8.1 and 8.2 shall not apply to information which the Receiving Party can document:
- a. Was lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party without any confidentiality restrictions;
 - b. Was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions;
 - d. Was, or through no fault of the Receiving Party has become, generally available to the public; or
 - e. Was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information.

Article 9

NO WARRANTIES

- 9.1 **No Warranties.** CID makes no warranties associated with the Products, the Product Licenses or with any Support provided by CID, and all conditions, warranties, representations and terms, express or implied (including but not limited to any implied warranty or condition of merchantable or satisfactory quality or fitness for a particular purpose or non-infringement), are hereby expressly disclaimed by CID and are excluded.

Article 10

INDEMNIFICATION

- 10.1 **Indemnification by Reseller.** To the fullest extent permitted by law, Reseller hereby indemnifies, defends and holds CID harmless from and against any and all claims, suits, damages (including attorney's fees), losses, injuries, liabilities, actions, causes of action or other proceedings resulting or arising from or related to, Reseller's deployment of any Product Licenses or use of the Products, as well as from any violation by Reseller of the terms of this Agreement.

Article 11

LIMITATION OF LIABILITY

- 11.1 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, CID AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, VOLUNTEERS, EMPLOYEES, REPRESENTATIVES, LICENSORS AND AGENTS, WILL NOT BE LIABLE TO RESELLER OR TO OTHERS, FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING ATTORNEYS' FEES AND INCLUDING BUSINESS INTERRUPTION LOSSES) RESULTING FROM THE PRODUCTS OR FROM THE PRODUCT LICENSES. IN THE EVENT THAT THE LAW RESTRICTS CID FROM DISCLAIMING RESPONSIBILITY IN THIS MANNER, CID WILL BE RESPONSIBLE UP TO THE AMOUNT OF ONE DOLLAR (\$1.00) AND NO MORE.

Article 12

DISPUTE RESOLUTION

- 12.1 **Dispute Resolution.** Matters not amicably resolved between the Parties shall be submitted to mediation before a mediator chosen by the Parties or selected pursuant to the Commercial Mediation Act, 2010 (Ontario). Matters not successfully mediated shall be settled by arbitration. The arbitration shall be conducted under the Arbitration Act (Ontario) and its related regulations, the whole as may be amended from time to time (the "**Act**"). The arbitration shall be held and the award made in Toronto, Ontario. The arbitrator shall be chosen by agreement of the Parties. In the event that the Parties cannot agree on an arbitrator, the arbitrator shall be selected pursuant to the Act. The decision of the arbitrator shall be binding on all Parties, and judgment upon the award rendered by the arbitrator may be entered in any court of appropriate jurisdiction. If a Party is seeking injunctive relief or specific performance, that Party may apply to a court of competent jurisdiction for such equitable relief.

Article 13

GENERAL

- 13.1 **Interpretation.** In this Agreement, unless the context otherwise requires, the singular shall include the plural and vice versa and any reference to gender shall include all genders and shall be gender-neutral and words importing the singular number shall include the plural and vice-versa.

- 13.2 **Recitals and Schedules.** The recitals and any schedules hereto form an integral part hereof.
- 13.3 **Currency.** All amounts referred to in this Agreement are intended to be in lawful money of the United States of America unless otherwise specified.
- 13.4 **Computation of Time Periods.** The computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding" and all references to "day" or "days" shall mean calendar days unless otherwise designated.
- 13.5 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall affect only such provision or part of such provision, and the remaining part of such provision shall continue in full force and effect.
- 13.6 **Applicable Law:** This Agreement shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 13.7 **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written, oral or electronic communications relating to this subject matter.
- 13.8 **Further Assurances.** The Parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their votes and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement.
- 13.9 **Notices.** Any notices, requests for consents or other communications in relation to this Agreement shall be made in writing and addressed to the address indicated below, or to such other address as the relevant Party may designate to the others in writing in accordance with this Section 13.9. Any such notice or other communication shall be deemed received upon sending a properly-addressed email if emailed on a business day and shall be deemed received on the business day next following the day of sending, if sent on a day which is not a business day; upon personal delivery; or on the second day after delivery by a reputable courier. For delivery other than by electronic means, rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the relevant communication as of the date of such rejection, refusal to accept or inability to deliver.

To CID:

Cyber Iron Dome Inc.

5236 Cherryhill Crescent

Burlington, Ontario, L7L 4C4

Attention: Mr. Gordon Cowan, President

Email: gordon.cowan@cyberirondome.com

To Reseller:

See Schedule "A"

- 13.10 **Amendment.** This Agreement may only be modified in writing, signed by the Parties, and no waiver of compliance with any provision or condition, and no consent provided for in this Agreement, shall be effective unless in writing, duly executed by the Party sought to be charged with such waiver or consent.
- 13.11 **No Waiver.** Waiver by any Party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute, a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

- 13.12 **Assignment.** This Agreement may be assigned by CID in its sole discretion. This Agreement may not be assigned by Reseller without the prior written consent of CID, not to be unreasonably withheld or delayed.
- 13.13 **Successors and Assigns:** The provisions of this Agreement shall enure to the benefit of and be binding upon the Parties and, in the event of an assignment, upon their respective successors and permitted assigns.
- 13.14 **Time of Essence.** Time shall be of the essence of this Agreement.
- 13.15 **Survival.** Each term and provision of this Agreement that would by its very nature or terms survive any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement, regardless of the cause thereof.
- 13.16 **Counterparts / Electronic Signatures.** This Agreement may be executed in counterparts and/or by electronic means, each of which shall be deemed an original, but all of which shall constitute one agreement. A Party's transmission by electronic means of this Agreement duly executed by such Party shall constitute effective delivery by such Party of an executed copy of this Agreement.

[The Reminder of This Page is Intentionally Left Blank. Signatures Follow.]

IN WITNESS WHEREOF, the Parties have signed as of the Effective Date.

CYBER IRON DOME INC.

Per: _____ Gordon Cowan, President

"I have the authority to bind the corporation."

DMS 3

Per (Name): _____ [insert name of signatory.]

Title: _____ [insert title of signatory, e.g. President.]

"I have the authority to bind the corporation."

SCHEDULE "A"

The numbering in this Schedule "A" reflects the relevant Section in the Agreement to which this Schedule "A" is appended.

5.1 Discount Percentage:

13.9 Notices:

To Reseller:

DMS 3

xyz,klklks djlkslkdlkas Chemainus

Attention: _____

Email: dmsdemo7@gmail.com

SCHEDULE "B"

Products

ID	Product Name	From Qty.	To Qty.	Unit Price	Discount %	After Discount
1	NeuShield Data Sentinel, 1yr Standard per node Server (100+ node)	100	100000	\$100 USD	10	\$ (USD) 90
2	NeuShield Data Sentinel, 1yr Standard per node (1-49 node)	1	49	\$50 USD	15	\$ (USD) 42.5

PRODUCT DETAILS TO BE INSERTED AS A TABLE

SCHEDULE "C"

Support Services and Technical Support Provided by CID

Service	Description	Deliverables from CID
Reseller On Boarding	Helping reseller to understand the product and demo the product and reseller to handle on its own	<ol style="list-style-type: none"> 1. Demo of NeuShield application 2. Demo of NeuShield Web portal 3. Creating Portals for Reseller clients 4. Configuration and setup details
Troubleshoot & Diagnostics	When reseller is on boarding client there will be few installations might have requirements which the reseller is unable to do.	<ol style="list-style-type: none"> 1. Support on configuration of the NeuShield during client on-boarding only in specific cases. 2. Taking specific or a customised requirement and sharing it to NeuShield team to cater if CID is unable to do it.

Note: All queries can be emailed to techsupport@cyberirondome.com

Appendix “B”

Terms & Conditions

- yes accepted all the terms and condition.
- yes accepted all the terms and condition.