

Mthokozisi Thabiso Sapuwa

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Bulawayo

Zimbabwe

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ID number: 08-2044904S66

25 April 2024

NORTHVEIL INCORPORATED (PVT) LTD

5416 Luveve 4

Bulawayo

Thaboluhle Ndlovu

ID number: 08-2000803G56

Subject: Software Beta Project Contract for Mthoe Saps Construction Technologies Bulawayo Mapping Engine

Dear NORTHVEIL INCORPORATED (PVT) LTD

This Software Beta Project Contract (”Contract”) is entered into between Mthokozisi Thabiso Sapuwa (”Developer”) and Northveil Incorporatd (Pvt) Ltd Company (”Company”) on this 26 April 2024 (”Effective Date”).

1. Scope of Work:

a. Developer has developed a software that is a Bulawayo Mapping and Surveying Engine under Mthoe Saps Construction Technologies beta project (”Beta Project”) as specified in the project documentation drawn up by the Developer.

b. The Beta Project will be developed and tested in collaboration with Company Nd other affiliated beta project companies, and it will be used for beta testing purposes to evaluate its functionality, usability, and performance.

2. Ownership and Rights:

a. The Developer retains all intellectual property rights, including copyrights, patents, and trade secrets, associated with the Beta Project.

b. Company shall have a non-exclusive, non-transferable right to use the Beta Project solely for the purpose of evaluating its performance during the beta testing period and the Developer agrees to pay a fee of 6% net profit of the beta project to Northveil Incoporated Private Limited for the use of this legal paperwrk and documentation during the beta testing period.

c. During beta testing and Upon completion of the beta testing period, the ownership and rights to the Beta Project shall be retained by the Developer.

3. Confidentiality:

a. Both parties acknowledge that during the course of the beta testing, confidential information may be disclosed to each other.

b. Both parties agree to maintain the confidentiality of any proprietary or confidential information received from the other party and not to disclose it to any third party without prior written consent.

c. This obligation of confidentiality shall survive the termination of this Contract.

4. Responsibilities:

a. Developer agrees to provide necessary technical support and bug fixes related to the Beta Project during the beta testing period.

b. Company agrees to provide timely feedback, bug reports, and suggestions to Developer for improving the Beta Project.

5. Beta Testing Period and length of agreement/ cintrsct

a. The beta testing period shall commence on 13 April 2024 and continue for a period of 12 months until 13 April 2025 unless terminated earlier by either party thus the beta testing period is the term that this contract will serve. The basic set up of this contract is for the Developer to be able to run this beta project under the legal licencing and documented paperwork of NORTHVEIL INCORPORATED (PVT)LTD.

b. Either party may terminate the beta testing period by providing written notice to the other party or the Developer can make an advance payment for the use of the Northveil INCORPORATED documentation that will be a buyout for the contract and the calculation terms of the buyout will be agreed upon by both contracted parties.

6. Transition to Standalone Pvt Ltd Company:

a. At the end of the beta testing period, the Beta Project shall transition into a standalone Pvt Ltd company, separate from Northveil Incorporate Pvt Ltd Company.

b. Developer shall have the right to establish and operate the standalone Pvt Ltd company, subject to compliance with applicable laws and regulations.

7. Compensation:

a. As stated on section 5b. That Northveile Incorporated Pvt Ltd shall receive compensation as agreed upon in a separate agreement or as per the terms specified in the project proposal.

8. Governing Law and Jurisdiction:

This Contract shall be governed by and construed in accordance with the laws of Bulawayo. Any disputes arising out of or in connection with this Contract shall be submitted to the exclusive jurisdiction of the courts of Bulawayo Jurisdiction.

9. Entire Agreement:

This Contract constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether written or oral, relating to the subject matter herein.

Please indicate your acceptance of the terms of this Contract by signing below. This Contract shall become effective as of the date first written above.

Mthokozisi Thabiso Sapuwa

ID number: 08-2044904S66

Developer

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Northveil Incorporated Pvt Limited

Thaboluhle Ndlovu

ID number: 08-2000803G56

Company

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_