

19th December 2022

Sunil Patro
Founder & CEO
Signeasy
750 North St. Paul Street
Ste 250
Dallas
TX 75201
USA

Re: Stockwood Strategy Agreement for Professional Services

Dear Sunil:

This letter agreement ("Agreement") sets forth the terms and conditions under which Stockwood Strategy ("Agency"), agrees to provide public relations and related consulting services to **Signeasy** ("Client"), effective as of **3rd January 2023** (the "Effective Date").

1. Services

a. Agency shall provide to Client the services set forth in Statement of Work attached hereto. The Statement of Work shall be subject to the terms and conditions set forth herein. The services set forth in the Statement of Work are referred to herein collectively, as the "Services".

2. Compensation & Expenses

For the Services and outlays on Client's behalf, Client agrees to pay Agency compensation as follows:

a. Fee. The fee shall be set forth in the SOW.

3. Billing

a. Agency shall bill Client at the end of the project for the Fee, as per budget notes in the scope of work. Payment is due no later than seven (7) days from the invoice date.

4. Term; Termination

a. This Agreement is effective as of the Effective Date first stated above and will continue in full force and effect until either party gives the other party at least fourteen (14) days' prior written notice to terminate. Either party may terminate this Agreement by providing the other party at least fourteen (14) days' prior written notice to terminate. During any notice period, the Agreement will remain in full force and effect and the rights, duties and responsibilities of Agency and Client shall continue until the end of the notice period. With respect to the notice period, Agency will be entitled to receive, all fees due to Agency for the fourteen (14) day period up to and including the notice period calculated on a pro rata basis. The entire period during which this Agreement is in effect is referred to herein as the "Term".

5. Confidentiality

Each party (the "Receiving Party") will treat as confidential and properly safeguard any and all information, documents, papers, programs and ideas relating to the other party (the "Disclosing Party"), its operations, finances and products, disclosed to the Receiving Party and designated by the Disclosing Party as

confidential or which should be reasonably understood to be confidential ("Confidential Information"). Confidential Information shall not include information that (a) is or falls into the public domain; (b) is disclosed to the Receiving Party by a third party which is not under an obligation of confidentiality to the Disclosing Party; (c) was already known to the Receiving Party; and/or (d) is independently developed by the Receiving Party without reference to Confidential Information. In the event the Receiving Party is required by a subpoena or other legal process to disclose the Disclosing Party's Confidential Information, the Receiving Party shall: (i) if legally permitted, inform the Disclosing Party of such requirement; and (ii) only provide such Confidential Information of the Disclosing Party that is legally required. In the course of performing the Services, Agency may disclose Confidential Information as Client shall have approved for disclosure. This provision shall survive the termination of this Agreement and shall remain in full force and effect for a period of three (3) years following the completion of Services.

6. Ownership; Use Of Materials.

a. As between Agency and Client, Client shall be sole owner of all rights in and to materials developed and produced by Agency on Client's behalf, provided Client has paid all invoices due and owing to Agency pursuant to this Agreement. Notwithstanding anything to the contrary herein, Client understands and agrees that its rights in any third party materials or any services including, without limitation, stock photos, licensed materials or talent and talent residuals, are subject to any terms and conditions set forth in any this agreement.

b. Notwithstanding anything in this Agreement to the contrary, Agency retains all of its rights, title and interest in and to (including, without limitation, the unlimited right to use) (i) all materials owned by or licensed to Agency prior to, or independent from, the performance of services under this Agreement, and all modifications thereof, and (ii) all generic or proprietary information, and all ideas, methodologies, software, applications, processes or procedures used, created or developed by Agency in the general conduct of its business. This Clause shall not include any of the Confidential Information or proprietary information supplied by the Client and any of the products and deliverables that the Agency had created solely or jointly with third parties for the purposes of this Agreement. Any product created by the Agency and any third party for the purposes of this Agreement shall be the sole property of the Client.

7. Client Obligations.

Client shall be responsible for: (a) the accuracy, completeness and propriety of information concerning Client's organisation, products, services and Client's competitors' products and services, whether provided to Agency by Client or by a third party Authorised by Client; (b) the accuracy, completeness and propriety of any ideas or directions, whether provided to Agency by Client or by a third party Authorised by Client; (c) rights, licenses and permissions to use materials furnished to Agency by Client or by a third party on Client's behalf; (d) compliance with all laws and regulations applicable to Client's business (including all securities laws); and © the content of any press releases or other disseminated statements, information or materials approved by Client.

8. Limitation Of Liability.

In no event whatsoever shall either party be liable to the other hereunder for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages. This Section 11 shall survive the termination of this Agreement.

9. Modification of Plans.

Client reserves the right to modify, revise, or cancel any plans, schedules, or work, and in the event Client notifies Agency that Client wishes to do so, Agency will take steps as soon as practicable to give effect to Client's instructions. In connection with any such modification, revision or cancellation, Client agrees to pay Agency according to the terms of this Agreement for any work done, including but not limited to (a) reimbursing Agency for all expenses incurred prior to the effective date of such modification, revision or cancellation; (b) assuming Agency's liability for all contracts and commitments Agency is unable to cancel; and (c) reimbursing Agency for any cancellation penalties incurred. In addition, in the event of a modification revision or cancellation, Client shall indemnify, defend and hold Agency harmless for all Losses that result from carrying out Client's instructions.

10. Use of Materials By Third Parties.

After material has been issued by Agency to the news media or to another third party, its use is no longer under Agency's control. Agency cannot assure the use of news material by any news organisation. Similarly, Agency cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by Agency (unless such inaccuracy resulted from acts or omissions of the Agency which has not been approved by the Client). It is understood and agreed that Agency does not stipulate or guarantee specific or overall results or returns from public relations, publicity, research or any other activity performed by Agency unless such results are caused directly as a consequence of the acts or omissions of the Agency.

11. Force Majeure.

Neither party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Agreement if such delay or failure is due to any cause beyond such party's control, including without limitation restrictions of law or regulations, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

12. Publicity.

Agency may use Client's name and any non-confidential materials produced hereunder in Agency's portfolio, on Agency's web site, intranet, and for internal and trade purposes. Agency will be required to obtain Client's advance approval to utilise Client's trademarks or any Client materials or information in press releases, Agency brochures, or award submissions.

13. Entire Agreement; Severability.

This Agreement constitutes the parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement concerning the subject matter hereof. This Agreement may only be modified in a writing signed by the parties hereto. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

If the above meets with your approval, kindly indicate your consent by signing both enclosed originals of this letter where indicated, return one to us and retain the other for your files.

Yours sincerely,

Stockwood Strategy

By: *Bilal Mahmood*
Name: Bilal Mahmood
Title: Consultant

12/19/22
Date: _____

ACCEPTED AND AGREED

Signeasay

By: *Sunil Patro*
Name: Sunil Patro
Title: Founder and CEO

12/23/22
Date: _____

Signeasy

Proposed Statement of Work

Reference is made to the Letter Agreement between Stockwood Strategy ("Agency") and Signeasy ("Client"), effective as of 3rd January 2023 (the "Agreement"). This Statement of Work ("SOW"), dated 19th December 2022, is governed by the terms and conditions of the Agreement. All terms used herein and not otherwise defined herein are used as defined in the Agreement.

Introduction

Signeasy is set to announce a significant business milestone event. They would like to use media relations to communicate this to stakeholders and raise the profile of the brand to business and tech audiences. It has been agreed that a concerted media relations-led approach is required to secure top tier press coverage with global media titles.

Strategy

In delivering a targeted and managed approach to achieve the communications objective, the following approach is advised:

The business should communicate an announcement to the industry. This will provide the opportunity to engage the media to tell the backstory of the company, showcase the platform / market opportunity and broadcast its ambitions. This will attract media attention. Importantly, this exercise will provide a stepping stone for ongoing media engagement.

The announcement will be executed by means of a press release and preceding that, a pre-briefing campaign (ahead of launch day) to top tier media titles. These titles will include (and not limited to): TechCrunch, VentureBeat, Axios, TNW, Forbes, Fortune, Fast Company, Entrepreneur.com, CNBC among other top tier tech industry titles including industry media.

Planning:

- Announcement date is to be confirmed (possibly January or February 2023)
- Bilal to source and set up a media list covering relevant sector journalists and media titles
- Bilal to create a media pitch list for pre-briefing media. These journalists will receive the press release (under embargo)
- Bilal and team to create a Slack / WhatsApp group to expedite actions

Tactics

In delivering the objectives and strategy, the following approach will be taken. The schedule below is advised, it can be changed depending on timelines.

w/c 9th January 2023

- Bilal and team to create a Slack / WhatsApp group to expedite actions
- Bilal to review and advise on the media announcement (the press release). Everyone to input and support
- Bilal to review media assets (images, social handles, spokesperson biog etc) as required.
- Bilal to create a master media list for distribution of the press release. From this, Bilal select key media titles for pre-briefing

w/c 16th January 2023

- Team to agree final version of press release
- Bilal to start pre-briefing journalists on the news (under embargo) and arrange press interviews where required
- Bilal to reach out for TechCrunch exclusive and Forbes interview among others
- Bilal to secure TechCrunch and Forbes then rally other media around this.

w/c 22nd January 2023 (launch week)

- Bilal to continue briefing journalists on the news (under embargo) and arrange press interviews where required.
- On launch day, expect media coverage from key media pre-briefing list
- On launch day, Bilal to distribute press release to a master media list

- In addition to the media list, Bilal to use NewsDirect for wire distribution on the day (to boost wider media coverage - US only)
- Bilal to monitor for press mentions and share with the team.

February 2023

Bilal to:

- Create a media pitch note for journalists and share with the team. Team to agree final version of the media pitch note
- Create a master media list for distribution of the media pitch note.
- Distribute media pitch note and monitor for opportunities
- Follow up on pitch note to media
- Monitor for opportunities and share with the team
- Look out for podcast, profile, feature and comment opps from the outreach.

Overall outcomes

It is anticipated that a concerted media-relations led approach will:

1. Generate greater awareness among journalists,
2. Generate highly visible but also targeted and meaningful profile pieces and news articles in the media - earned press mentions (coverage)
3. Heightened awareness of the brand
4. Attract top tier talent to the business; and with
5. Top of funnel / engagement (business / investor / partnership) opportunities

Budget

Item	Cost
Bilal time - advisory / planning / execution for the milestone announcement. This will include: media lists, wire, media monitoring and social listening tools.	£7,500
Media pitching in February 2023	£5,000
Bonus for securing TechCrunch	£2,500
Total	£15,000

Term of project: Start Date: 9th January 2023
End Date: 3rd March 2023

Total Estimated Amount: £15,000.00 (assuming bonus is secured). 7 days from invoice date.

Additional Terms and Conditions: None

By their signatures below, the parties are agreeing to the terms of this SOW.

Stockwood Strategy

By: Bilal Mahmood 12/19/22
Name: Bilal Mahmood
Title: Consultant

ACCEPTED AND AGREED

Signeas

By: Sunil Patro 12/23/22
Name: Sunil Patro
Title: Founder and CEO