

APPLICATION RESELLER AGREEMENT

This Application Reseller Agreement (the "Agreement") is made and entered into on April 26, 2023 (the "Effective Date") between Glykka, LLC (DBA Signeasy), a Texas limited liability company located at 750 N Saint Paul St Ste 250, PMB 42273, Dallas, Texas 75201 USA. (the "Company"), and Axis Solutions Africa (Pty) Ltd, based out of Lero-Med Building Office C1, Upper-Thamae, Maseru, Lesotho (the "Reseller"). The company and Reseller may be individually referred to as a "Party" or jointly as the "Parties."

BACKGROUND

- A. Company is a developer, owner, and licensor of a web and mobile software application known as "Signeasy" that is used for the purposes of facilitating digital signatures; and
- B. Reseller is engaged in the business of providing IT consulting services.

In consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.01 **Application.** "Application" means the mobile and web-based software application known as Signeasy and subsequent updates and upgrades thereto which Reseller shall market and distribute to Customers in the Territory.

1.02 **Customer.** "Customer" means the entities and/or persons to which the Reseller resells the Application pursuant to the terms of this Agreement. The Customer is commonly known as the "end user" in the software as a service industry.

1.03 **Qualified Lead.** A Lead from a Customer where the Customer has remained subscribed to the Service for at least two months and the Customer has paid at least \$100 of the subscription fee to Company (exclusive of any taxes, subsequently credited charges, write-offs, refunds or charge backs).

1.04 **Referral / Discount Payment.** The sum of a one-time referral payment to the Reseller under Section 2.05 and a one-time discount to the referred customer under Section 2.04 equals up to twenty percent (20%) of the listed sales price actually received by Company from a Customer for the Customer's Annual Business or Annual Business Plus from a Qualified Lead.

1.05 **Services.** "Services" means the Signeasy service plans as available through the Application.

1.06 **Terms of Service.** "Terms of Service" means the rules that a Customer must agree to abide by in order to use the Application. Terms of Service shall govern the relationship between the Reseller's Customer, and the Company.

1.07 **Territory.** "Territory" shall mean the United States.

1.08 **Trademarks.** "Trademarks" shall mean the trademarks, service marks, trade name, marketing materials and logotypes authorized from time to time by Company.

ARTICLE II

REFERRAL PROCESS, LEADS, AND COMPANY SUPPORT

2.01 Referrals. Company appoints Reseller as a non-exclusive referral partner for the Company products and services. Reseller agrees to use commercially reasonable efforts to refer prospective customers with which Company or its partners do not have a pre-existing relationship (a “Lead”) to Company in accordance with terms of this Agreement. Each party acknowledges that this Agreement does not create an exclusive agreement between the parties. Notwithstanding the foregoing, once Reseller establishes a Lead, it will not refer to a direct competitor of Company to such Lead.

2.02 Referral Link. During the Term, Reseller may be provided with a unique URL (“Link”) in order to direct Leads to a website designated by Company for registering for a subscription for the Services. Company may update Reseller’s Link from time to time, and Reseller agrees to use only the most current Link. Company will have no liability for Leads referred by Reseller through use of an outdated Link.

2.03 Discount Code Terms. Discount codes provided by Company to Reseller’s will be valid for redemption by Customers for the term of this contract.

2.04 Customers Discount. Customers will be provided with a 20% discount post approval from the Company for the Annual Business and Business Plans only. Customers have to use the discount code provided to Reseller during activation of the account per 1.04.

2.05 Referral Payments. Provided that Reseller is in compliance with the Agreement and unless otherwise agreed by Company in writing (including by email from an authorized representative of Company), Company will pay Reseller (Axis Solutions Africa (Pty) Ltd) a Payment of 20% of the total contract value of sale for the annual Business or Business Plus plans. The referral payment will be made upfront for the annual services. Company will not make any Referral Payments (i) for upsells, consulting, training, professional, or third-party services purchased by a Lead from Company, or (ii) related to use for fraud.

2.06 Lead Tracking. Company or its representatives will track Leads via the Link provided by Company to Reseller and determine Referral Payment amounts earned by Reseller hereunder. Company’s records will be determinative for the purposes of the foregoing. Within thirty (30) days after the end of each calendar quarter which Reseller has submitted Qualified Leads, Company will issue a report to Reseller by e-mail or other method communicated by Company to Reseller, which will show at a minimum the following information for each Qualified Lead referred by Reseller: the date of submission or acceptance of the Lead, the actual revenue generated by such Qualified Lead which is eligible for a Referral Payment, and the Referral Payment earned by the Reseller as a result.

2.07 Lead Denials. Company may decline a Lead for any reason. In the event Company declines a lead, Reseller will not promote and market the Application or the Services to such entity.

2.08 Acceptance of Leads. Company will exclusively control and manage the negotiation and execution of any definitive agreements with the Leads.

2.09 Invoices. Promptly following receipt of the report described in Section 2.06, Reseller will submit an invoice to Company in accordance with instructions provided to Reseller from time to time. Company will make Referral Payments no later than 45 days following receipt of an accurate and undisputed invoice, after Reseller has earned at least US\$100 in Referral Payments. Referral Payments will be made in U.S. dollars and sent by Company to Reseller’s designated

account in the Territory via a method mutually agreed upon by the parties. Company is not required to pay invoices received more than six months following Company's submission of a report to Reseller in accordance with Section 2.06. Company may offset any amounts due to Reseller against amounts Reseller owes to Company under this Agreement or otherwise.

2.10 Company Performance Obligations. During the Term, Company may, but is under no obligation to, provide necessary information, materials, and support to Reseller, namely, Company may:

- (a) allow Reseller to participate in its product education programs;
- (b) provide Reseller access to existing instructional articles and videos;
- (c) provide Reseller access to demonstration and webinars that may come available throughout the term; and
- (d) provide access to Company sales representatives for support services.

2.11 Trademark. Subject to the terms and conditions of this Agreement and during the Term, Company hereby grants Reseller, a non-exclusive, non transferable, royalty-free, worldwide license to display the Company trademarks specified by Company solely as necessary to perform the marketing and referral obligations described herein. Any use of Company's trademarks shall be subject to Company's right to review and approve or reject in advance each proposed use, and shall conform with any trademark usage guidelines, policies, or requirements provided by Company and will accrue to the benefit of Company. Reseller will not take any action that would conflict with or be contrary to the Company's rights and interest in its trademarks. Company does not authorize Reseller's use of any of Company's trademarks or service marks to promote or use for search engine ranking or ad word purchase or as part of a trade name, business name or Internet domain name without Company's prior written consent. If Reseller registers or otherwise obtains rights to marks (as trademarks, service marks, URLs, company names or otherwise) in violation of this Agreement, Reseller will, at its own expense, transfer and assign such rights to Company, and execute all documents reasonably requested by Company to facilitate such assignment or transfer. Reseller acknowledges that Company is the sole and exclusive owner of its trademarks.

2.12 Tax Forms. At Company's request, Reseller will promptly complete and return to Company applicable tax documentation and forms. Payments may be withheld if Company does not timely receive such documentation and forms.

ARTICLE III RESELLER'S GENERAL OBLIGATIONS

3.01 Best Efforts. After the first six (6) months of this Agreement, Reseller will use best efforts to provide at least two Qualified Leads per calendar month to the Company. In the event that Company determines that Reseller is in breach of this section, or Reseller fails to provide two Qualified Leads in a calendar month, Company may, in its sole discretion, without penalty and without any additional payment obligation of any kind, terminate this Agreement and Reseller's participation in the Company referral partner program.

3.02 Restrictions on Use. Reseller shall not (a) modify the Application or create derivative works thereof; (b) merge the Application with other software; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Application; (d) otherwise use, copy or distribute the Application except as expressly allowed hereunder.

3.03 Compliance with Applicable Laws. At all times, the Reseller shall comply with all laws, rules, ordinances, decrees and regulations applicable to its activities under this Agreement. Reseller shall indemnify Company for any costs, expenses, injury and damage caused to Company as

a result of Reseller's failure to comply with applicable laws, rules, ordinances, decrees and regulations.

3.04 Competing Application. Unless otherwise agreed in writing, during the Initial Term (as defined below), Reseller shall not adapt, manufacture, sell, rent, distribute, market, promote or solicit the sale of any product in the Territory which is competitive with the Application without prior written consent from the Company.

3.05 Lead Generation Costs. Reseller shall be solely responsible for and shall bear all costs associated with Reseller's development of any Leads.

ARTICLE IV TERM AND TERMINATION

4.01 Term. This Agreement shall take effect on the Effective Date and shall continue in force for one (1) year (the "Initial Term") unless otherwise terminated in accordance with this Agreement. Thereafter it will be automatically renewed for one (1) year renewal terms ("Renewal Term") unless terminated by either Party with thirty (30) day notice prior to the end of the Initial or any Renewal Term. The Initial Term and any Renewal Terms may be collectively referred to as the "Term."

4.02 Termination. Notwithstanding the provisions of the foregoing, this Agreement may be terminated in accordance with the following provisions:

(a) Notwithstanding any other provisions of this Agreement, either Party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other Party. Unless otherwise terminated as provided herein, this Agreement shall continue in force for a period of one (1) year.

(b) This Agreement shall terminate automatically on the occurrence of (1) bankruptcy or insolvency of either Party; (2) sale of the business of either Party; (3) death of the Reseller; (4) assignment of this Agreement by either Party without the express written consent of the other Party.

(c) Should the Reseller fail to pay the Company all or any part of an invoice for items purchased under the terms of this Agreement on the Due date, the Company, at the Reseller's option, may terminate this Agreement if the failure is not remedied by the Reseller within 30 days from the date payment is due.

ARTICLE V INDEMNIFICATION

5.01 Indemnification by Company. Company agrees to indemnify and hold harmless Reseller from and against any and all third party claims and resulting losses, costs, liabilities, and expenses (including reasonable attorneys' fees), arising as a result of or in connection with Company's breach of any of the representations and warranties in Section 8.01, provided (i) Reseller promptly gives written notice of any claim to Company; (ii) at Company's expense, Reseller provides any assistance which Company may reasonably request for the defense of the claim; and (iii) Company has the right to control of the defense or settlement of the claim. Notwithstanding the foregoing, Company shall not be obligated to indemnify Reseller for claims attributed to (a) Reseller's negligent or wrongful act or omission, (b) any unauthorized or improper use or modification of the Product, (c) any unauthorized combination of the Product with other software services, (d) any use of any version of the Product other than Company's latest release, if the use of

Company's latest release would have resolved the infringement issue, or (e) any breach of this Agreement by Reseller or Customer.

5.02 Indemnification by Reseller. Reseller agrees to indemnify and hold harmless Company from and against any and all third party claims and resulting losses, costs, liabilities, and expenses (including reasonable attorneys' fees), arising as a result of or in connection with (i) any breach by Reseller of its obligations under this Agreement; (ii) the negligent or intentional acts or omissions of Reseller, its employees or agents, and (iii) any representation, warranty, promise or assurance made or granted by Reseller to a Customer or prospective customer.

ARTICLE VI LIMITATION OF LIABILITY

6.01 LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY OR RESELLER BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, OR WHETHER CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT OR TORT OR OTHERWISE. EXCEPT AS SET FORTH IN SECTION 6.01, IN NO EVENT SHALL COMPANY'S TOTAL CUMULATIVE LIABILITY FOR ANY DAMAGES TO RESELLER OR ANY OTHER ENTITY EVER EXCEED THE AGGREGATE FEES PAID BY RESELLER TO COMPANY.

ARTICLE VII CONFIDENTIALITY

7.01 Non-Disclosure. All business information disclosed by one Party to the other in connection with this Agreement shall be treated as confidential ("Confidential Information"). Reseller shall not disclose to third parties the Confidential Information without the prior written consent of Company. With respect to Confidential Information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), (i) the Receiving Party shall hold such Confidential Information in strict confidence using the same standard of care as it uses to protect its own confidential information but not less than a reasonable standard of care, (ii) the Receiving Party shall not use or disclose such Confidential Information for any purpose except as necessary to fulfill its obligations under this Agreement, or except as required by law provided that the Disclosing Party is given a reasonable opportunity to obtain, at its expense, a protective order (the Receiving Party shall reasonably cooperate with the Disclosing Party in connection therewith), (iii) the Receiving Party shall limit access to such Confidential Information to such of its employees, agents and contractors who need such access to fulfill the Receiving Party's obligations under this Agreement, and (iv) the Receiving Party shall require its employees, agents and contractors who have access to such Confidential Information to abide by the confidentiality provisions of this Agreement. The Receiving Party shall be liable for any breach of this Agreement by any of its employees, agents or any other person who obtains access to or possession of any of the Disclosing Party's Confidential Information from or through the Receiving Party. Without limiting the generality of the foregoing, Confidential Information shall include Company's data and the details of Company's computer operations and shall also include Company's proprietary items. Confidential Information shall also include the terms of this Agreement, but not the fact that this Agreement has been signed, the identity of the Parties hereto or the identity of the Application licensed hereunder. Reseller shall ensure that its Customers abide by the confidentiality provisions set forth herein Confidential Information does not include information that (i) is already known to the receiving Party at the time it is disclosed and has not been obtained wrongfully, (ii) becomes publicly known without fault of the receiving Party, (iii) is independently developed by the receiving Party, (iv) is approved for release in writing by the disclosing Party, (v) is disclosed without restriction by the

disclosing Party to a third party, or (vi) is disclosed pursuant to legal obligations beyond the control of the disclosing and receiving Parties.

7.02 **Legal Action.** At Company's request, Reseller shall cooperate fully with Company in any and all legal actions taken by Company to protect its rights in the Application and in the Company Confidential Information.

ARTICLE VIII INTELLECTUAL PROPERTY

8.01 **Ownership of Intellectual Property Rights.** Company shall own and retain all right, title and interest in and to the intellectual property in the Application and any derivative works thereof. Reseller does not acquire any other rights, express or implied, in the Application or any part thereof. Further, Reseller does not acquire any other rights, express or implied, in any of the VAR Data, information or services. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO COMPANY. If requested by Reseller, Company agrees to provide a source code escrow, at Reseller's sole expense, to provide for code access in the event that Company substantially ceases to support the Application, pursuant to a source code escrow agreement with an independent third party escrow agent upon customary terms to be negotiated in good faith by the Parties. In the event of such agreement, Reseller's access to the source code shall be only a limited license to use the source code and Reseller shall have no other right, title or interest in the source code. Company maintains exclusive ownership rights in the data it provides, submits or inputs in connection with its use of the Application, and such data will be considered Confidential Information. Company's use of such data is limited to only those uses expressly permitted by this Agreement. It is agreed that Reseller will not resell any code subject to Company's intellectual property rights at any time to any third party.

ARTICLE IX MISCELLANEOUS

9.01 **Arbitration.** Any controversy between the Parties hereto involving the construction or application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one Party served on the other, be submitted to arbitration. The arbitration will comply with and be governed by the provisions of the State of California Code of Civil Procedure. The Parties will each appoint one person to hear and determine the dispute and if they are unable to agree, then the two persons so chosen will select a third impartial arbitrator whose decision will be final and conclusive on both Parties. The costs of arbitration will be borne in such proportions as the arbitrators decide.

9.02 **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the substantive laws of the State of California, conflicts of law excluded. Both Parties hereby irrevocably submit any disputes under this Agreement to the jurisdiction of the state and Federal courts of California.

9.03 **Relationship.** This Agreement does not make either Party the employee, franchisee, agent or legal representative of the other for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party. In fulfilling its obligations pursuant to this Agreement each Party shall be acting as an independent contractor.

9.04 **Authority.** Each Party represents and warrants that it has full right and authority to enter into this Agreement and to grant the other Party the rights set forth herein and that all necessary approvals have been obtained. Each Party represents and warrants that it is a company in good standing in all jurisdictions in which it is required to be so qualified for performance of this

Agreement, and all necessary certifications, registrations, approvals and licenses have been obtained, and all necessary fees have been paid.

9.05 Assignment. Reseller shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Company. Any prohibited assignment shall be null and void. Company may transfer its rights and obligations hereunder to any company or other legal entity that is controlled by, controls or is under common control with Company. This Agreement shall inure to the benefit of and shall be binding on the successors and permitted assigns of the Parties.

9.06 Entire Agreement. This Agreement, including any attachments hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all previous agreements by and between the Parties as well as all proposals, oral or written and all negotiations, conversations or discussions heretofore had between the Parties related to the subject matter of this Agreement. The Parties acknowledge that they have not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein.

9.07 Amendment. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by the Parties hereto.

9.08 Severability. In the event that any of the terms of this Agreement are in conflict with any applicable rule of law or statutory provision or otherwise unenforceable under applicable laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement and this Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

9.09 Notice. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered by electronic mail; (b) on the delivery date if delivered personally to the Party to whom the same is directed; (c) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; or (d) five (5) business days after the mailing date whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available, to the Contact at the address of the Party to whom the same is directed.

9.10 Costs in the Event of Default. If legal proceedings are brought by a Party to enforce terms, conditions or provisions of this Agreement, the prevailing Party shall be entitled to recover all expenses (including, but not limited to, reasonable attorney fees, legal expenses and reasonable costs of collection) paid or incurred by such prevailing Party in endeavoring to enforce the terms, conditions, or provisions of this Agreement and/or collect any amount owing in accordance with this Agreement.

9.11 Force Majeure. Neither Party shall be liable for, nor shall either Party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than a failure to pay amounts due) as a result of a cause beyond its control, including any natural calamity, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage of communications, power or other utility,

failure to perform by any supplier or other third party, or other cause which could not have been prevented with reasonable care.

9.12 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signing Parties had signed the same instrument.

9.13 **Delay or Omission Not Waiver.** No delay or failure by either Party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

9.14 **No Third Party Beneficiaries.** No entities not a Party to this Agreement shall be deemed third party beneficiaries hereunder.

9.15 **Limitation of Time to Bring Claims.** Reseller agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

IN WITNESS WHEREOF, this Application Reseller Agreement is signed as of the Effective Date.

Reseller

By: N. Pholoana

Name: Pholoana John Nkopane

Title: Mr

Date: 28-Apr-2023

Glykka LLC d/b/a Signeasy

By: S. Patro

Name: Sunil Patro

Title: CEO

Date: 02-May-2023