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# **Strategic Partnership Agreement**

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2020.07.03

**CenterCoin Co., Ltd.**

**Verge Foundation**

# Strategic Partnership Agreement

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This strategic alliance agreement is hereby entered into between Party A CenterCoin Co., Ltd. (hereafter called "Partner 1"), 474-86-00845 (company registration number), with an address of 303, 1, Donhwamun-ro 5ga-gil, Jongno-gu, Seoul, Republic of Korea, and Party B Verge Foundation(hereafter called "Partner 2"), for the purpose of creating a strategic partnership to mutually benefit the involved parties.

## Article 1 (Purpose of Agreement)

The purpose of this Agreement is to define the necessary matters for "Partner A" and "Partner B" to carry out mutual cooperation and joint projects by utilizing the capabilities and resources of each company in carrying out joint projects.

## Article 2 (Content of Agreement)

- ① Under this agreement, the scope of work to be performed by both companies is as follows and can be spread to other fields in stages.
  - Create opportunities for both companies in related projects promoted by each company
  - Promote joint marketing between companies or other companies
- ② In case of disagreement in the interpretation of the Agreement, or for matters not specified in this Agreement, they shall be determined by mutual agreement of good faith. If there is any contradiction between the contents of this Agreement and a separate ancillary agreement, the separate ancillary agreement concluded later shall prevail.
- ③ The scope of this Agreement may be adjusted by agreement between the Parties within the scope of Article 1 (Purpose of Agreement).

## Article 3 (Principle of Good Faith)

The Parties, with good faith and sincerity, will comply with this Agreement and work in close partnership to mutually maximize the interests of both parties.

## Article 4 (CenterCoin Wallet Integration Schedule)

- ① Cryptocurrency of "Partner 2", Verge (XVG), will be integrated into the platform of "Partner 1", CenterCoin Wallet for usages including but not limited to:
  - A. Integration of XVG to CenterCoin Wallet for purchase of electric kickboard services offered by CenterCoin and HiKick.
  - B. Integration of XVG to CenterCoin Wallet for purchase of meals from QooQoo Sushi, the biggest sushi buffet franchise in Korea with branches over 100 locations.
  - C. Integration of XVG to CenterCoin Wallet for purchase of tour packages including but not limited to purchases of airline tickets, hotel bookings, and etc. currently under renewal (target date for relaunch is after Covid19).
- ② "Partner 1" and "Partner 2" faithfully fulfill the obligations under this Agreement in accordance with the schedule below:
  - A. Date of integration completion  
YYMMDD
  - B. Date of partnership announcement  
YYMMDD
  - C. Date of beta launch and Verge payment launch  
20200715
- ③ "Partner 1" should notify "Partner 2" without delay for changes in deadline after mutual consultation if the schedule can not be followed due to specification changes or other reasons

## Article 5 (Role and duty)

The roles and obligations of the parties to this Agreement are as follows:

- ① Role and duty of "Partner 1"
  - A. "Partner 1" shall provide the service and fees of the integration of Verge (XVG) with CenterCoin Wallet in a mutually agreed manner and shall provide data of payments and withdrawals of Verge (XVG) processed through CenterCoin Wallet.

- B. "Partner 1" will promote Verge Foundation in the Korean market as below:
    - i. Promote trade and purchase of Verge (XVG) and usage of Verge (XVG) in Korea by promoting through media outlets affiliated with "Partner 1".
    - ii. Promote partnership and services of Verge Foundation on all social media platforms and website managed by CenterCoin.
    - iii. "Partner 1" will attach the logo of "Partner 2" on 40% of their kickbikes in order to promote "Partner 2"
  - C. "Partner 1" will provide support for Korean expansion and business developments in Korea.
- ② Role and duty of "Partner 2"
- A. "Partner 2" will promote strategic partnership with "Partner 1" on social media platforms and media outlets managed by Verge Foundation.
  - B. "Partner 2" shall provide advisory and consultation for CenterCoin global expansion.
- ③ Joint role of "Partner 1" and "Partner 2"
- A. Promote continuous and active mutual cooperation in various fields for business promotion.
  - B. Promote through each company's media.
- ④ In case of detailed role division, coordination, and additional obligations, separate written agreement between the parties shall be decided and pursued separately.

#### **Article 6 (Effectiveness and Validity period)**

- ① The effective date of this Agreement shall be the date of its conclusion. The term of this Agreement shall be effective on the date signed or signed by both parties.
- ② The expiry date of this Agreement shall be one year from the date of its conclusion. However, unless otherwise stated, this Agreement will continue. If termination is necessary, both parties shall decide by mutual consultation 30 days before termination.

#### **Article 7 (Changes and Termination of Agreement)**

- ① The Parties may, by mutual agreement, change any part of this Agreement or terminate this Agreement.
- ② If either party violates any obligations under this Agreement, it may request that the other party in writing correct it, and if not corrected within 30 days without just cause, this Agreement may be terminated.

#### **Article 8 (Transfer Restrictions)**

Neither party may assign, transfer, or provide as security any rights or status under this Agreement to any third party without the prior written consent of the other party and shall not allow any third party to assume its obligations under this Agreement.

#### **Article 9 (Miscellaneous)**

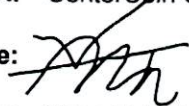
- ① In respect of the interpretation of this Agreement, any disagreement between the Parties, or the details not specified in this Agreement, shall be determined by consultation between the Parties.
- ② If the business environment changes significantly after the conclusion of this Agreement, the contents and scope of the project may be changed by agreement between the parties.

#### **[Additional Note]**

This Agreement has been executed in two(2) originals and stored respectively after signature by the representative or its authorized representative.

**Party A:** CenterCoin Co., Ltd.

**Signature:**



**Responsible Person:** Yung Hak, Jung

**Title:** CEO

**Date:** 2020.07.03

**Party B:** Verge Foundation

**Signature:**



**Responsible Person:**

Lloyd Woods

**Title:**

Managing Member

**Date:** 2020.07.03