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# **Wave® and EVR Solar - USSD Agreement**

*Release 0.0.1*

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**Nov 22, 2018**



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This AGREEMENT (the “**Agreement**” and/or “**Memorandum of Understanding (MOU)**”) is entered into by and between Wave®, a British company with its principal place of business at New Mill Farm Stables, Monknash, Cowbridge, Wales, CF71 7QQ (“**Seller**”) and EVR Solar S.R.L, a caribbean based company, with its principal place of business at Las Terrenas, Samana, Dominican Republic, 32000 (“**Buyer**”) and its effective as of November 15, 2018 (the “**Effective Date**”).



**RECITALS**

WHEREAS, Seller holds a majority of the shares in Make it Wave Ltd, intellectual property of the Operating System (WaveOS™) and all Software Distribution Licensor privileges;

WHEREAS, Buyer desires to obtain, and Seller is willing to assign to Buyer, a functional prototype of its USSD Tracking Solution, on or before the 14th December 2018, a software distribution license for WaveOS™ for a region in Russia and a region in the United States, of the buyers choosing and a 4% equity stake in Wave® (40,000,000 shares) on the terms and conditions set forth in this Agreement;

WHEREAS, Seller desires to receive a further \$2,000 USD, in addition to the \$8,000 USD already received. 50% on signing of this Agreement and 50% upon delivery of said goods/services described in Annex A;

NOW THEREFORE, for and in consideration of the foregoing and their mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, the parties hereby agree as follows:





## CONTENT

### 2.1 Release Notes and Notices

This section provides information about what is new or changed, including urgent issues, Software & documentation updates, maintenance and new releases.

- ‘Updates’ are the term used to describe significant changes to our public source code. These technical documents are now contained within our public source code.

#### 2.1.1 Version 0.0.1

This is the first release/ draft of this technical document.

##### Older Versions

There are no older versions of this document, however a table has been made so that enteries can be made. We’re also still exploring how exactly we will make links to the older versions possible. Perhaps a PDF snapshot will do, before the directory is overwritten with the next version. The sphinx methodology is new to our team, we’re still exploring this and other options for maintaining technical documents for this project:

Table 1: Table 1.0 - Older Versions of this Document

archieave date	version	description	download link
no date	0.0.0	N/A	N/A

##### Version 0.0.0

N/A

#### 2.1.2 Known and Corrected Issues

**Below is a table of pending issues which have been reported to our team.** These issues will be cleared from this list as and when they are remedied.

Table 2: Table 1.1 - Known Issues

date	version	subject	description
01-11-2018	0.0.1	N/A	no doubt many issues to report - first draft only

Comments - none

## 2.1.3 Recently Updated Topics

Nothing significant to report

## 2.2 Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the respective meanings specified below.

The term **“USSD”** means Unstructured Supplementary Service Data. Primarily used for checking balances on phones (#100# etc). Uses low amounts of data. In recent years the technology is being utilised for IoT (Internet of Things) and Tracking.

The term **“Entity”** means any person, corporation, partnership, limited liability company, Association, joint stock company, trust, joint venture, unincorporated Organization, governmental entity (or any department, agency, or political subdivision thereof) or any other legal entity.

The term **“Executed Assignments”** means both the executed and witnessed Assignment of items listed in the enclosed Annexes.

The term **“Seller Products”** shall mean all former, current and future products, including but not limited to services, components thereof, of Seller or any Seller Affiliates that are designed, developed, sold, licensed, or made, in whole or substantial part, by or on behalf of that entity.

## 2.3 Delivery, Closing and Consideration

### 2.3.1 Delivery

Seller will hand deliver to Buyer the items identified on **Annex A** (the “Deliverables”) within thirty (30) days following the date of last signature. Buyer will delivery to Seller its preferred Hardware solution, to be used as the tracking device within ten (10) days of the date of the last signature.

### 2.3.2 Closing

The closing of the sale of the Annexed items hereunder will occur with the execution of this Agreement by both Parties (the **“Closing”**).

### 2.3.3 Consideration

At Closing, Seller will verify Buyer’s entry into the shareholders register described in the preceding section and Buyer agrees to maintain itself in good standing as a shareholder from the Closing date (**“Consideration”**). For purposes of this paragraph, the additional payments recited in Section 2.4 below, shall not be deemed part of the Consideration.

All advertising and cryptocurrency mining revenue from the Wave® Network, less operational costs, will be divided proportionately between beneficiaries (shareholders) hourly, daily and/or monthly depending on smart contract gas feasibility, using the application developed by Trust Wallet, downloadable from <https://makeitwave.com/download.html>

### 2.3.4 Additional Payments

Buyer is by no means restricted to purchase more equity in the Wave® (Series A Investment Round) via the link <https://makeitwave.com/invest.html>

## 2.4 Transfer of Shares and Distribution Rights;

### 2.4.1 Assignment of Shares

Upon the Closing, on the 14th December 2018 at EVR Solar Office, Scottish Bay, Seller hereby sells, assigns, transfers, and conveys to Buyer, or shall have caused its Affiliates to sell, assign, transfer and convey to Buyer, a 4% equity stake, of 40,000,000 of the 1billion shares in circulation, title, and interest in and to Make it Wave Ltd, Wave® and/or WaveOS™, and (iv) rights to collect royalties or other payments under or on account of any of the Annexed Items and/or any of the foregoing (such causes of action and other enforcement rights collectively “**Additional Rights**”) (excluding any Existing Licenses under Section 3.3).

### 2.4.2 Assignment of Distribution Licence(s)

Upon the Closing, Seller hereby also sells, assigns, transfers, and conveys to Buyer, or shall have caused its Affiliates to sell, assign, transfer and convey to Buyer, software distribution rights for regions detailed in Annex A - including, without limitation, all of its causes of action other enforcement rights for (i) damages, (ii) injunctive relief, (iii) any other remedies of any kind for past, current and future infringement.

### 2.4.3 Assignment of USSD Tracker Product/ Solution

Upon the Closing, Seller hereby also sells, assigns, transfers, and conveys to Buyer, or shall have caused its Affiliates to sell, assign, transfer and convey to Buyer, one (1) USSD Tracking solution as detailed in Annex A.

### 2.4.4 Reimbursement

Buyer agrees to reimburse Seller, at Seller’s request, for all expenses reasonably incurred by Seller and its Affiliates, in satisfying any legal obligations or document production required or compelled pursuant to a contractual obligation or by a court of law or other governmental agency as part of a litigation or legal action concerning the Shares, Distribution Rights and/or USSD Tracking Solution where it involves the Buyer.

## 2.5 Reversionary Interest

### 2.5.1 Software Distribution Agreement Terms

Pursuant to Section 3.2 of this Agreement, Buyer is obligated to maintain itself as a member in good standing of the Wave® Network of Licenced Software Distributors, for a period of at least three years from the Closing. Terms of the Software Distribution Agreement can be read by visiting <https://makeitwave.com/documents.html>

## **2.5.2 Reversion to Wave®**

In the event that Buyer fails to maintain itself as a member in good standing in the the Wave® Network of Licenced Software Distributors during the three-year period following the Closing other than for reasons related to the Buyer filing for bankruptcy, all intellectual property acquired as part of the Agreement by Buyer from Seller (“Reverted Licences”) automatically revert back to Seller. Such reverter is automatic and requires no additional consideration on the part of the Seller.

## **2.5.3 No Licence Back to Buyer**

In the event of a reverter back to Seller under this Section, Wave® is under no obligation to grant Buyer a license to the Reverted Licence(s). Any licenses entered into by Buyer purporting to cover the Buyer or its affiliates shall be deemed null and void. Buyer agrees that any licenses it makes after taking ownership of the Exclusive Regional Distribution Rights will be subject to this Provision.

Pursuant to Section 3.2 of this Agreement, Buyer is obligated to maintain itself as a member in good standing of the Wave® Network of Licenced Software Distributors for a period of at least three years from the Closing.

## **2.6 Additional Obligations**

### **2.6.1 Common Interest Agreement**

Seller and Buyer recognize that they share common interests, including but not limited to common legal interests relating to the scope validity, and enforceability of the Software Distribution Rights, and in maxiumizing the value of the Rights for Buyer, on the one hand, as purchaser and for Seller, on the other hand, as licensee and receiptent of the proceeds of the transaction contemplated by this Agreement (the “Common Interest”). In furtherance of the Common Interest, the parties or their counsel may exchange information (including information exchanged as part of the Deliverables) that is attorney-client privileged or work product, including without limitation communications (whether oral or written), documents, things, mental impressions, factual materials, memoranda, or opinions relating to the Software Distribution Rights (such information, the “Common Interest Information”). The parties acknowledge and agree that they desire and intend by this Agreement that the common interest privilege, to the fullst extent permitted by law, attaches to any Common interest privilege, to the fullest extent permitted by law, attaches to any Common Interest Information exchanged, and that no such exchange of Common Interest Information between the parties or their counsel shall waive any applicable privilege or protection to such Common Interest Information.

### **2.6.2 Disclosure of Licensees**

Notwithstanding the provisions of Section 3.2, for a reasonable number of requests, Buyer may ask from Seller whether a certain Entity is licensed under the Software Distribution Licence(s). Seller will, with reasonable commercial promptness, disclose to Buyer whether such Entity is licensed provided that Seller is not legally prevented from the disclosure (including but not limited to confidentiality obligations towards such licensee).

## **2.7 Representations and Warranties of Seller**

Seller hereby represents and warrants to Buyer as follows that as of the Effective Date and as of Closing:

### **2.7.1 Authority**

Seller is a company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation. Seller has the full power and authority to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the assignment, or causing the assignment, of the Assigned WaveOS™ Software Distribution Rights, Wave® Shares and Wave® USSD Tracking Solution to Buyer. Prior to Closing, to Seller's knowledge, Seller has not granted any exclusive software distribution licenses under any agreement to any third party for said regions and has not assigned any Assigned Software Distribution Rights to any third party. With the same applying to the allotted shares and first release of the USSD Tracking product/ solution.

### **2.7.2 Title**

Seller or its Affiliate owns good and marketable title to the WaveOS™ Software Distribution Rights, Wave® Shares and/or Wave® USSD Tracking Solution. To Seller's knowledge, the Assigned Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. To Seller's knowledge, there are no actions, suits, investigations, claims, or proceedings threatened, pending, or, to Seller's knowledge, in progress relating in any way to the Assigned WaveOS™ Software Distribution Rights, Wave® Shares and/or Wave® USSD Tracking Solution. To Seller's knowledge, there are no existing binding contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the WaveOS™ Software Distribution Rights, Wave® Shares and/or Wave® USSD Tracking Solution.

### **2.7.3 Existing Licenses**

After the Effective Date, none of Seller or its Affiliates, any prior owner, or any inventor will retain rights or claim to the WaveOS™ Software Distribution Rights for the regions, and/or the Shares in Wave® allotted to this agreement described in Annex A.

## **2.8 Miscellaneous**

### **2.8.1 Disclaimer of Representations and Warranties**

Neither party makes any representation or warranty except for their respective representations and warranties set forth in section 5, and each party disclaims all implied warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

### **2.8.2 Limitation of Liability**

Seller's total liability under this agreement will not exceed Ten Thousand U.S. Dollars (US\$10,000). Buyer's total liability under this agreement will not exceed the reasonable market value of the items annexed in Annex A in addition to any amounts that may be due to the seller pursuant to section 2.4. The parties acknowledge that the limitation on potential liability set forth in this section 6.2 were an essential element in setting consideration under this agreement.

### **2.8.3 Limitation on Consequential Damages**

Neither party will have any obligation or liability (whether in contract, warranty, tort (including negligence) or otherwise, and notwithstanding any fault, negligence (whether active, passive or imputed), representation, strict liability or product liability), for cover or for any incidental, indirect, consequential, multiplied, punitive, special, or exemplary damages or loss of revenue, profit, savings or business arising from or otherwise related to this agreement, even if a

party or its representatives have been advised of the possibility of such damages. The parties acknowledge that these exclusions of potential damages were an essential element in setting consideration under this agreement.

## **2.8.4 Compliance with Laws**

Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties with respect to the consummation of the transactions contemplated by this Agreement shall be subject to all laws, present and future, of any government having jurisdiction over the parties and this transaction, and to orders, regulations, directions or requests of any such government.

## **2.8.5 Confidentiality of Terms**

All trade agreements with Wave® are listed publically on our website <https://makeitwave.com/documents.html> under the trade agreements section.

## **2.8.6 Governing Law; Venue/ Jurisdiction**

This Agreement should be interpreted, enforced, construed and controlled by the laws of the State of California, without reference to principle of conflicts or choice of law provisions. The exclusive jurisdiction for any court action or proceeding arising out of or related to this Agreement shall be the federal or state courts of Santa Clara County, California, and each Party hereby consents to the jurisdiction of those courts.

## **2.8.7 Notices**

All notices given hereunder will be given in writing (in English or with an English translation), will refer to Buyer, Seller, and to this Agreement (by including referencing this Agreement), and will be delivered to the address set forth below by (i) personal delivery, or (ii) delivery postage prepaid by an internationally-recognized express courier service:

If to Seller	If to Buyer
Make it Wave Ltd	EVR Solar SRL
New Mill Farm Stables, Monknash, Cowbridge, Wales, CF71 7QQ	Las Terrenas, Samana, 32000, Dominican Republic
Attention: Siôn H. Buckler	Attention: Frank Van Rienen
With a copy via electronic mail to: <a href="mailto:info@makeitwave.com">info@makeitwave.com</a>	With a copy via electronic mail to: <a href="mailto:frank@evr-solar.com">frank@evr-solar.com</a>

Notices are deemed given on (a) the date of receipt if delivered personally or by express courier or (b) if delivery refused, the date of refusal. Notice given in any other manner will be deemed to have been given only if and when received at the address of the person to be notified. Either party may from time to time change its address for notices under this Agreement by giving the other party written notice of such change in accordance with this Section.

## **2.8.8 Relationship of Parties**

The parties hereto are independent contractors and this Agreement is being entered into at arm's length. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement, or undertaking with any third party. The Parties

to this Agreement and their counsel have participated jointly in the negotiation and drafting of this Agreement, and for all purposes this Agreement shall be deemed to have been drafted jointly by the Parties and their counsel.

## 2.8.9 Severability

If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid or unenforceable provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.

## 2.8.10 Waiver

Failure by either party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.

## 2.8.11 Termination

In the event that the Closing has not occurred within thirty (30) calendar days following the Effective Date, either party may terminate this Agreement by written notice to the other party. In addition, in the event that Buyer shall become the subject of a voluntary or involuntary petition under federal or state bankruptcy or similar laws, including receivership or conservatorship, then this Agreement shall automatically terminate. Upon such automatic termination after Closing, Buyer shall assign right, title and interest in the aforementioned of **Annex A**, excluding the USSD Tracking Solution, and shall take all such actions reasonably required by Seller in connection therewith. The provisions of Sections 3.3,3.4,3.5,4.4,4.5 and 6 of this Agreement shall survive the termination of this Agreement.

## 2.8.12 Miscellaneous

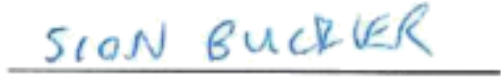
This Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges and supersedes all prior agreements, understandings, negotiations, and discussions. Neither of the parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. This Agreement is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any party), and no action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement or any of the transactions contemplated by this Agreement. No oral explanation or oral information by either party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in a writing signed by authorized representatives of both parties. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement. The following exhibits are attached hereto and incorporated herein: **Annex A**.

## 2.8.13 Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

## 2.9 Signatures and Agreement

IN WITNESS WHEREOF, intending to be legally bound, this Agreement is executed by the parties below and made effective as of the data recited in the first paragraph of this Agreement.

SELLER	BUYER
EVR Solar SRL	Make it Wave Ltd.
	
Name: Frank Van Rienen	Name: Siôn H. Buckler
Title: President	Title: Founder & CEO
Date: 15/11/2018	Date: 15/11/2018

## 2.10 Annex A

### 2.10.1 USSD Tracker Solution

Item Name	Description
Raspberry Pi3	Running WaveOS, Home Hub Edition (USSD Tracking Base Station)
Dataplicity Mobile App	Remote Access of the Wave Home Hub
GPS/ USSD-Ready Dongle	Containing 1 USSD-Ready Sim Card (Supplied)
Thingstream.io	USSD Data > API Key/ Data Stream
WaveOS version 0.0.5	Upgrade to include thingstream.io API Key input / genertor button/ auto-generate key

### Equity in Wave

Item Name	Description
Private Shareholders Register	Embedded within the financial document, on the 'document library' section of the website makeitwave.com
Public Shareholders Register	Submitted to UK Companies House for public/ notarised visibility on WebCheck (online Government service)
Receipt	Receipt of investment of \$10,000 USD from Frank Van Rienen and/or EVR Solar S.R.L






## WaveOS Licence Agreement

Item Name	Description
Scottish Bay, Dominican Republic	WaveOS Software Distribution Licence Agreement - Scottish Bay, Dominican Republic
Moscow, Russia	WaveOS Software Distribution Licence Agreement - Moscow, Russia
California, United States	WaveOS Software Distribution Licence Agreement - California, United States

## 2.11 Document Author(s):

**Siôn H. Buckler** - Science & Computer Science (Bachelors), Electronic Engineering, Industrial Electronics and Electronics & Computing (Advanced Diplomas), Cisco Certified Network Associate (CCNA), Microsoft Certified Solutions Expert (MCSE), Certified Project Management (Prince2 Practitioner), Institute of Electronic Engineering (IEEE), Siemens Certified Engineer, Certified Telecommunications Service Provider (NVQ3), Satellites & Full Spectrum Radio, Fixed Telecommunications Systems with Enhanced Capabilities (Nortel Passport, RAD-IP Mux, Probot Fiber Optics, APC Power Supplies), SKP01 Electrical Safety, NVQ2 IT, Defence Specialist LAN, TCP/IP, Subnetting, DHCP, Addressing, Routing & Browsing, Communications Equipment Room Design & Maintenance, Health & Safety/ Fire Safety Officer, Military Command & Leader (Level 2 CMI), Cyber Security (Pen Testing/ JOCS), Electronic Warfare, SIP/ VOIP, Google Advertising Professional, SEO, PPC, HTML5, CSS3, Java, Perl, Ajax, JQuery, MySQL, Unix, Python, Linux.

Organisation	Role	Details
	Founder & CEO	Make it Wave Ltd, British Company (England & Wales), Limited by Shares, ID 11363386
	Head of Defence	Caribbean Communications Unit, Royal Signals Association, Life Member ID 55983
	Prime Technocrat	Scottish Bay DAO, Scottish Bay, British Crown Public Servant, 2024 Oath ID 25148537