

Nextsense Ltd Skopje, a company incorporated under the laws of Republic of North Macedonia, with headquarters at Partizanski odredi no.62 in Skopje, North Macedonia, with an identification number (EMBS) 5385431, (hereinafter referred to as Nextsense) is entering into this Authorized Reseller Partner Agreement with the Partner (hereinafter referred to as Authorized Reseller, Reseller, or Partner) conditioned with the Partner acceptance of the terms and conditions stipulated in this Agreement.

It is understood that the Partner has freely and on its own initiative and by an authorized person fulfilled the online application for becoming Nextsense authorized reseller partner, and that the Partner accepts the provisions stipulated hereunder. Therefore, in consideration of the foregoing, by clicking "I accept" it is understood that the Partner and Nextsense are entering into legally valid and enforceable contract, and that both parties have agreed to be bound by the terms and condition stipulated hereunder.

1. DEFINITIONS

When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms:

"Agreement" means this agreement, the Schedules attached hereto and any documents included by reference, and all of the amendments of such documents in accordance with the terms of this Agreement;

"Affiliate" means any company controlled by, controlling, or under common control by the Party.

"Applicable laws" means (a) all laws, regulations, codes, statutes and other rules of general applicability (whether or not having the force of law) and (b) all orders, permits, licenses, concessions, judgments, injunctions, decrees and any action of any Authority, in each case ([a] and [b]) to the extent applicable to or directly or indirectly affecting the business relations contemplated hereunder, the Parties, and each of their respective businesses, operations and properties.

"Authorized Reseller Partner" (Reseller or Partner) means any company complying with Nextsense Partnership program and certified by Nextsense as its Authorized Reseller Partner for certain territory according to the terms of this Agreement.

"Customer" means any legal entity or person that uses Products from Nextsense purchased through the Authorized Reseller Partner.

"EULA", means End User License Agreement that Nextsense provides as part of the License Certificate for its Products.

"Exhibit" means an exhibit attached to this agreement.

"Intellectual Property rights" means any and all rights, title and interest in and to any ideas, discoveries, inventions, creations, works and know-how including, without limitation, patents, trademarks, service marks, designs, integrated circuit topographies, copyrights, including applications for any of the foregoing, as well as design rights, confidential information, trade secrets and any other similar intellectual property rights protected in any country.

"Distributor", means company appointed by Nextsense to be its distributor of Products and Services in the Territory. Nextsense shall inform its distributor for the appointment of a new Authorized Reseller Partner with this agreement.

"Partnership program" means a set of predefined requirements listed in Exhibit C that partners shall meet and maintain in order to become and to maintain its status as Authorized Reseller Partner.

"Party/Parties" means the contracting party of this Agreement referred individually or collectively;

"Products" means all products and / or online services of Nextsense listed in Exhibit A of this Agreement.

"Subscription" means a right to use Nextsense products or online services for a defined period.

"Territory" means the countries specified in the Exhibit B where the Partner has authorization to sale Nextsense Products and Services.

2. SUBJECT

Nextsense hereby grants the Partner a non-exclusive right to resell Products to its customers in the Territory. The Partner commits to maintain its status as Authorized Reseller Partner throughout the duration of this agreement. Failing to act in accordance with this Agreement, shall constitute a breach of the agreement on behalf of the Partner, and shall give Nextsense a right to immediately terminate this agreement.

The Partner can represent itself as Nextsense Authorized Reseller Partner only in compliance with this Agreement.

The Partner has the right to sell the Products to its customers only within the authorized Territory.

The Partner retains the right to sell or distribute other products or services, and Nextsense reserves the right to sell Products directly to customers or grant such right to other Authorized Reseller Partners.

The Partner agrees to exercise its best efforts to promote and sale Nextsense Products and Services. It is understood under this provision that the Partner shall not solicit sales of competing products to existing Nextsense customers using products listed in Exhibit A.

3. PARTNERSHIP PROGRAM

The Partner shall meet and maintain the Partnership Program Requirements listed in Exhibit C of this agreement.

Nextsense reserves the right to change the Partnership Program Requirements and/or the provisions of this Agreement and notify the Distributor and the Partner of any such changes.

In case of noncompliance with the Partnership Program Requirements, the Partner shall take reasonable efforts to comply with the Program.

4. RELATIONSHIP OF PARTIES

The Partner is an independent contractor and is not the legal representative, agent or franchisee of Nextsense for any purposes regarding this Agreement and, Nextsense and the Partner are not in legal partnership or joint venture. The Partner does not have the power to bind Nextsense, and/or to change terms, conditions or warranties made by Nextsense.

The Partner shall administer all quotes, orders, price lists, invoices and other commercial related documents and collaboration with the Distributor appointed by Nextsense for the Territory in accordance with the guidelines provided by the Distributor.

As promptly as practicable after execution of the Agreement, Nextsense shall notify the Partner for the appointed Distributor for the Territory and provide the contact details.

Nextsense reserves the right to change the Distributor at any time during the term of this Agreement and notify the Partner of such revisions.

5. COLLABORATION AND COMPENSATION

In consideration, the Partner shall be entitled to a margin of the retail prices of the Products as defined by the Distributor in the Partner Pricelist. The Distributor shall provide a full price list for the approved Products and Service to the Partner.

The Distributor will inform Authorized Reseller Partner of special prices on products that apply for a specific period or a specific customer segment.

The Partner has the right to request a special price discount for a specific customer and specific project that is subject to approval by Distributor and/or Nextsense. The partner submits the Special Price Discount request to the Distributor, listing customer, expected date of sale, requested discount, products/services specification, and reason for the requested discount and expected date for the approval of the discount.

Nextsense reserves the right to revise the list or change the prices for the products/services at any time and shall use commercially reasonable efforts to provide prior notice of any change through the Distributor.

6. DELIVERY, ORDERS AND SUBSCRIPTION MANAGEMENT

The Partner submits orders for Products and Services to the Distributor and receives the Invoice with payment and other terms from the Distributor.

The Distributor will issue subsequent Invoices for subscription-based licenses and recurrent services for the duration of the ordered subscription of services.

The Partner shall administer all orders for the Products and Services using Order Form with the guidelines from the Distributor.

Each order for Products and Services requested by the Partner to the Distributor under this Agreement shall identify delivery date or dates, Product specification and. In case of subscription for products or services specify the period of subscription and specify the subscription activation date.

7. NEW RELEASES

The Partner acknowledges that it is in Nextsense's sole discretion to modify or release new versions of the Products at any time, including but not limiting the right to add or remove features or functionalities to any Products.

8. TRAINING

The Distributor shall deliver information, materials, manuals and other necessary documents to enable Partner to perform its obligations under this Agreement. Throughout the term of this Agreement and any extension thereof, Nextsense shall continue to provide such technical assistance as Partner may reasonably request.

In case of a request for technical assistance, Nextsense reserves the right to specify the price for the technical assistance services and if accepted, Partner should reimburse Nextsense for such services.

At its own discretion, Nextsense's may assign an account manager or the equivalent for Partner sales and marketing support.

9. CUSTOMER SERVICE AND SUPPORT

Nextsense provides Customer support as: (a) phone and email during business hours Monday-Friday (excluding Nextsense-designated holidays); (b) within twenty-four (24) hours of receipt of an inquiry, a response addressing the issue; (c) twenty-four (24) hour access to Nextsense support ticketing system; and if applicable (d) assign

technical account manager or equivalent thereof for direct customer technical support. Partner should provide 1st level support to the Customer.

10. PRODUCT END OF SALE, END OF SUPPORT

Nextsense shall notify the Partner through the Distributor about the ending of sales for a product before such event occurs and shall provide support to Customers until the end of the purchased product support.

11. PRODUCT EVALUATION AND DEMO VERSIONS

For a demonstration of Nextsense products and Services to prospective Customers, the Partner may request access to demo environment provided by Nextsense or request evaluation license for a specific Customer.

Access to the demo environment or evaluation license may be granted by Nextsense for a limited time and is subject to acceptance of

Agreement for Evaluation of Products and Services and acceptance of EULA (End user license agreement). On its own discretion, at any time Nextsense may discontinue the access to the demo environment.

Demonstration and evaluation products/services shall be used only for demonstration of products features and evaluation of products use and may not be used for any commercial purpose by both the

Authorized Reseller Partner and its Customers.

12. INTELLECTUAL PROPERTY

The Partner acknowledges that Products and Services are proprietary of Nextsense and its suppliers, and that is protected with Intellectual Property Rights. Nextsense and its suppliers retain exclusive ownership of all Intellectual Property Rights on products, services and trademarks. This agreement does not represent nor implies any assignment, transfer, or grant of any Intellectual property rights, including any licenses of any such rights.

The usage or purchase of any Products or Services by any Customer is conditioned with prior acceptance of the EULA (End user license agreement) for the specific product or service. The Partner shall ensure the acceptance of the EULA by the Customer, and shall keep a record of every Customer's acceptance of the EULA.

13. REPRESENTATION AND USE OF NEXTSENSE AND NEXTSENSE PRODUCTS TRADEMARKS

The Partner shall use Nextsense and Nextsense Products trademarks in compliance and in accordance with the provisions of this Agreement.

Subject to prior approval, The Partner may use Nextsense and Nextsense Products trademarks, logos, logotypes, icons or other

elements of Nextsense or Nextsense Products branding, websites or materials solely to refer to and/or link to Nextsense's products and services.

Authorized Reseller Partner may not

-use the trademarks in the name of its own business and/or to promote its own product, service, domain name, social media account, or other offerings that are not related to the promotion and sale of Nextsense products;

-do or say anything, or use the trademarks in a way that implies affiliation with, or sponsorship, endorsement or approval by Nextsense;

-alter, animate, or distort the trademarks or combine them with any other symbols, words, images or designs, or incorporate them into a tagline or slogan;

Nextsense reserves the right to change these Guidelines for use of Nextsense and Nextsense Products trademarks and shall notify the Partner of any such changes.

14. DURATION

This agreement is valid for 1 year as the Partner obtains and keeps the status of Nextsense Authorized Reseller Partner. Losing the status of Authorized Reseller Partner results with a termination of this agreement and application of article 15 paragraph 2 of this agreement.

In order to renew the status of Authorized Reseller Partner, the Partner shall submit a new application for Authorized Reseller Partner appointment by Nextsense, 1 month before the expiration of this agreement.

15. TERMINATION

Authorized Reseller Partner may terminate this agreement with a prior notice of 60 days.

Nextsense may terminate this agreement with immediate effect in case the Partner loses its status as Authorized Reseller Partner in accordance with the Partnership program. In such case, Nextsense shall notify the Partner in writing about the termination and the effective date of termination.

In case of breach of any contractual provision, the Parties may terminate this agreement. The injured Party shall notify the defaulting Party in writing about the breach of its contractual obligations, and the effective date of termination.

Upon any termination or expiration of this Agreement, the Partner shall immediately:

-cease to be an Authorized Reseller of Nextsense Products or Services and all rights and licenses granted to the Partner hereunder shall cease;

-destroy all materials in connection with the marketing, promotion and sale of Products and Services, and shall immediately stop using them in future without written consent by Nextsense.

-Expiration or termination of this Agreement for any reason shall not affect any Customer Agreement and Nextsense shall continue to support customers with valid support license for the validity of their support periods, provided that Partner is not in breach of this Agreement and Customer is not in breach of the EULA Agreement.

16. CONFIDENTIAL INFORMATION

Any information that the Partner receive in connection with this Agreement, that is of technical, financial or business nature, compensation margins, rebates and any financial matters, shall be deemed confidential and the Parties shall not disclose such information to any third parties, no matter whether directly provided for or indirectly made available by one of the Parties. All confidential information shall only be used for the purposes of execution of this Agreement.

Information that is previously made available to the general public or the Parties received it lawfully by other means, shall be exempt from the confidentiality and non-disclosure obligation.

17. MISCELLANEOUS

This Agreement supersedes all prior written or oral agreements made by the Parties on the same subject matter and constitutes the only agreement between the Parties on the same subject matter. No amendments or modifications made to this Agreement shall have effect with respect to the Parties unless made in writing and signed by their duly authorized representatives.

In the event that one or more of the provisions contained in this Agreement, is or would be contrary to any applicable law or regulations, such provisions shall not invalidate the entire agreement. In that case, all other provisions shall remain in force, and the Parties shall make the necessary amendments to comply with purpose and goals of this Agreement.

18. GOVERNING LAW AND DISPUTE RESOLUTION

This agreement shall be governed by the laws of the Republic of North Macedonia, and any controversy or claim arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in front of the Permanent Court of Arbitration attached to the Economic Chamber of North Macedonia, in accordance with the provisions of the Rules of the Permanent Court of Arbitration. The arbitral tribunal shall be composed of arbitration panel of three arbitrators.

IN WITNESS WHEREOF, the Parties hereto, have electronically signed and executed this agreement.

Exhibit A - Nextsense products and services

1. Nextsense Web Browser XML Signing Extension (Component)
2. Nextsense Web Browser PDF Signing Extension (Component)
3. Nextsense Remote Signing Server - all related products, support and services
4. Nextsense Remote Signing Bridge User License Subscription
5. Nextsense Remote Signing Mobile App User License Subscription
6. Nextsense Time Stamping Authority (TSA) - all related products, support and services
7. Nextsense Signing Server - all related products editions, support and services
8. Nextsense Signing Portal - all related products editions, support and services
9. Nextsense eDelivery platform - all related products editions, support and services
10. Nextsense Single Sign-On platform - all related products editions, support and services

Exhibit B - Countries

List of countries to be specified during the partner program approval

Exhibit C - Partnership Program Requirements

1. Resources

Partner shall enable at least one (1) salesperson to be capable to identify and pursue opportunities. Sales training is free of charge, and depending on availability may take place onsite or online.

Partner shall enable at least one (1) technical engineer to be able to support and maintain the Products for providing 1st level support. Technical training is free of charge and depending on availability may take place onsite or online.

2. Business planning

Partner will develop list of accounts on a quarterly level, share and register with the Distributor to ensure project registration. Accounts will be revised on a quarterly level.

Partner will develop and regularly update the sales plan for the duration of this agreement.

3. Marketing plan

Partner may create a joint marketing plan of activities, subject to mutual approval. This plan will be also basis for MDF investment towards the Partner.