

**SMBSECURE™ AUTHORISED SERVICE PARTNER
RESELLER GENERAL TERMS AND CONDITIONS**

Signup to the SMBsecure™ Authorised Service Partner (ASP) Program is subject to the ASP; hereinafter referred to as '**RESELLER**' or '**ASP**', accepting the below general terms and conditions of engagement for and on-behalf of the named company by the person submitting the online signup form.

Acceptance of the general terms and conditions (click wrap agreement) is entered on the date of signup via the website page by and between:

Cyber Retaliator Solutions Pty Ltd. (CRS), Registration Number 2019/534459/07, with its principal place of business at **6D Longdale Street, Midstream Estate, Centurion, South Africa, 1692** and include its successors and assigns, and RESELLER, including its successors; hereinafter referred to as '**Party**' or '**Parties**'.

Any additional clauses and conditions not mentioned or covered below shall be added by way of written copy and will be duly executed (separately) by the Parties.

For the purposes of this agreement, CRS is the national product distributor and ASP is the reseller and provider to fulfil the SMBsecure™ licenses and services to customers.

CONDUCT & RESPONSIBILITIES:

The Parties are required to conduct business in an ethical and fair manner. The Parties further acknowledge that is shall not conduct business in a manner which does not knowingly contravene current regulations and any unlawful solicitation of business.

Reseller may not use the SMBsecure™ name, logo or marks in a manner that can bring disrepute to the SMBsecure™ brand. CRS hereby grants Reseller a non-exclusive, non-transferable right to use and display the SMBsecure™ name, logo or marks on its website, sales, marketing or training materials and any promotional activities for the purposes of selling or promoting the SMBsecure™ products and services. Any other use of the SMBsecure™ brand, name, logo and marks are subject to written approval from CRS.

Reselling and fulfilment of SMBsecure™ products and services to Reseller's customers will be on Reseller's letterhead and/or service level agreements. Reseller is responsible for its own billing and pricing to its customers and shall remit required payment to CRS for licenses and services provided, subject to terms and conditions stated on the CRS invoice or CRS credit agreement.

MINIMUM SERVICE STANDARDS:

Resellers are required to provide installation, setup, and monitoring of SMBsecure™ related products and services (where required) and first line support to its customers. CRS will provide 2nd line and vendor/supplier escalation support for the products and services during standard business hours (being 8am – 4.30pm Monday to Friday, excluding weekends and public holidays) and shall provide support and assistance on a best-efforts basis to Resellers outside of business hours.

Reseller is required to attend Standard Operating Procedure (SOP) training and provide the SMBsecure™ products and services in a manner congruent to the SOP. Reseller is required to attend update training and webinars hosted by CRS.

Customers shall be expected to accept the respective manufacturer End-User License Agreement (EULA) for software installed on their computers or devices and warranties are as expressed in each EULA; respectively.

GENERAL OBLIGATIONS:

CRS and Supplier Obligations. During the term of this Agreement, CRS and Suppliers for the SMBsecure™ product and services agrees:

- To support the Products and Services and efforts by Reseller to sell SMBsecure™ . Support may include but is not limited to; sales leads generated through CRS and/or supplier's marketing activities and escalated technical support (in English language only).
- To provide reasonable training to Reseller's employees in the sale and use of the Products and Services.
- To notify Reseller of any new Products and Services to be made available with SMBsecure™ .
- To provide support at service level commitments as set forth in CRS and supplier's support commitment.

Reseller Obligations. During the Term of this Agreement, Reseller agrees:

- To advertise, promote and use Reseller's best efforts to sell SMBsecure™ in accordance with CRS and Supplier's practices and policies.

- To provide first-tier technical assistance to its customers (on an on-call basis), and for all other unresolved technical matters to obtain second- and third-tier support directly from CRS. CRS will manage any escalations to suppliers as required. In support of Reseller's ability to provide such support, Reseller will use SMBsecure™ internally and should create and maintain Reseller's own testing and support environments of SMBsecure™ products and services which may include different revisions and/or beta release versions.
- To ensure that Reseller and its customers' use of SMBsecure™ is governed by terms of use no less restrictive than those contained in Software License Agreements (EULA), and for the processing of Personal Data.
- To provide pricing for SMBsecure™ only via specific quotations to identified opportunities. **Reseller agrees to not publish or otherwise publicly disclose its pricing for the SMBsecure™ products and services, including by means of its web site or by means of the web sites of any other business partners.**

PRICE:

Prices are as per the CRS SMBsecure™ ASP RATE CARD, or per Quotations provided to Reseller.

Delivery. Delivery of the SMBsecure™ software and licenses by CRS enabling the Subscription Services shall occur electronically. The date on which Client Software account is created on the SMBsecure™ ASP portal is the "Commencement Date".

Payments. Payment to CRS shall be made in South African Rand for South African entities and US dollars for all other entities and is payable by EFT transfer to CRS., or as may otherwise be agreed in writing by the parties and strictly to the Bank Account duly communicated by CRS. **CRS wishes to make Resellers aware of invoice fraud and Business Email Compromise (BEC)** and to remain vigilant of scams and changes to bank details on invoices or statements and Resellers are expected to be diligent when making payments. CRS shall never communicate any changes to bank details to Resellers via unsecured email.

Payments are due within thirty (30) days of the invoice date for licenses, professional services or training provided by CRS. CRS shall calculate the number of licenses allocated to Reseller's customers as of the last day of each applicable month. If due to bank charges, transfer fees, withholding taxes or the like, CRS should receive less than its invoice amount, CRS will re-invoice Reseller for the shortfall. Should payment

in full of any invoice (aside from such shortfalls) not be received by CRS within thirty (30) days after presentation, CRS will impose a debt service charge amounting to one and one-half percent (1.5%) of the overdue balance for each month or fraction thereof the overdue amount remains unpaid. In the event that any amount remains unpaid thirty (30) days after presentation of invoice, CRS or suppliers may discontinue, withhold, or suspend Reseller's account and licenses for SMBsecure™™. All transactions are final, without right of return or refund.

Failure of Reseller's clients to pay, in no way relieves the Reseller's obligations to make full payment. CRS reserves the rights to withhold or restrict access to the Reseller or sub-customer administration console and services.

DATA PROCESSING NOTICE:

Data Processing and Data Sharing Consent. Reseller acknowledges and consents to its own personal data as well as personal data belonging to its customer such as names, email addresses, telephone numbers, device data, domain data, user data and , are processed by CRS for the purposes of delivering the products and services to Reseller and its customers in accordance with the Protection of Personal Information Act of South Africa (POPIA).

Reseller further acknowledges that the SMBsecure™ service makes use of 3rd party vendor platforms and suppliers which therefore require the sharing of user/device/domain personal data and hereby consents to such data be shared and/or transferred by Cyber Retaliator Solutions (Pty) Limited to 3rd parties including but not limited to Beachhead Solutions, Inc., Standss, Vicarius, Goldphish, PopiComply, EasyDefence, PowerDmarc and that such data will be stored on systems in South Africa, United Kingdom, India, Fiji and the United States of America and will be accessible by personnel of the respective suppliers to provide technical assistance AND for the purpose of fulfilling the SMBsecure™ services.

Personal data shall be protected as per each supplier's data privacy and data protection policies using its own safeguards and measures which can be reviewed on the respective supplier's website or documentation and can be requested any anytime from CRS.

Reseller also commits to protect and safeguard any customer personal data it acquires and processes for the purposes of reselling and fulfilling the SMBsecure™ products and services and shall obtain its own consent (separate) from customers to process such data.

CRS commits to not sell nor secretly share any Reseller or Customer data outside of the scope of its role and purpose as products distributor.

CONFIDENTIALITY NOTICE:

The parties possess competitively valuable Confidential Information (as hereinafter defined) regarding their past, current and future services and products, research and development, customers, business plans, software, listings, holdings, alliances, investments, transactions, intellectual property and rights associated thereto and general business operations. The parties wish to enter into a mutually beneficial relationship, and as such, wish to share their Confidential Information with the other party, including its authorized employees and agents. For the purposes of this Agreement, the party that discloses Confidential Information to the other party shall be referred to as the "**Disclosing Party**" and the party that receives such Confidential Information from the other party shall be referred to as the "**Recipient**". The Recipient may be given access to the Disclosing Party's Confidential Information or to create new Confidential Information for the Disclosing Party.

In view of the above, the parties agree as follows:

1. Confidential Information

"Confidential Information" includes any information:

- specifically indicated by the Disclosing Party, either verbally or in writing, as confidential.
- under the circumstances of the disclosure, that are to be treated as confidential; or
- the Recipient creates or produces while performing its obligations under this Agreement, regardless of the media that contains the information.

Confidential Information does not include information, which:

- is generally available to the public at the time of its disclosure to the Recipient.
- becomes known to the public through no fault/action of the Recipient in violation of the terms herein.
- is legally known to the Recipient at the time of disclosure by the Disclosing Party.
- is furnished by the Disclosing Party to third parties without restriction; or
- is furnished to the Recipient by a third party who to the Recipient's knowledge legally obtained said information and the right to its disclosure.
- is developed independently by Recipient without use of or reference to the Disclosing Party's information.

2. Restrictions on Use

(a) The Recipient will not disclose any Confidential Information to third parties for any purpose without the prior written consent of the Disclosing Party. However, where the Recipient is required to disclose Confidential Information in accordance with judicial or other

governmental action, the Recipient will give the Disclosing Party reasonable prior notice unless such notice is prohibited by applicable law.

(b) The Recipient will not use any Confidential Information for any purposes except those expressly contemplated or authorized by the Disclosing Party.

(c) The Recipient will take the same reasonable security precautions as it takes to safeguard its own confidential information, but in no case less than reasonable care.

(d) The Recipient undertakes to impose the confidentially obligations on all directors, officers and employees or other persons who work for the Recipient or under its direction and control, and who will have access to the Confidential Information.

(e) The Recipient will return all originals, copies, reproductions, and summaries of Confidential Information in its control, or confirm its destruction as requested by the Disclosing Party.

3. Term

This agreement and the confidentiality obligations herein shall remain in effect for a period of 5 years following the effective date of this agreement.

4. Employment Poaching

During the term of the agreement and 12 months thereafter, both the parties agree to refrain from soliciting or employing or engaging in any capacity, directly or indirectly, any employee of the other party or any person who has been in the employment of the other party.

5. Action on Breach

(a) The Recipient will notify the Disclosing Party immediately upon discovery of any breach of this Agreement by the Recipient and will cooperate in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent further breach.

(b) The Disclosing Party will be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

6. Ownership and Warranties

(a) All Confidential Information, including the inherent intellectual properties, remains the sole and exclusive property of the Disclosing Party and the Recipient shall have no right, title or interest in the same. Similarly, the Disclosing Party does not own any of the intellectual

property of the Recipient, including any proprietary methodologies, tools or practices, unless otherwise agreed.

(b) The Disclosing Party, unless expressly confirmed, makes no warranty regarding the accuracy or reliability of Confidential Information.

7. Applicability of Provisions

(a) The provisions of this Agreement are jointly and severally applicable and will not be considered waived by any act or acquiescence, except by a specific prior written confirmation. Accordingly, both parties will expressly agree in writing to any changes in the Agreement.

(b) If any provision of this Agreement is held illegal, invalid or unenforceable by law, the remaining provisions will remain in effect. Moreover, should any of the obligations of this Agreement be found illegal or unenforceable for any reasons, such obligations will be deemed to be reduced to the maximum duration, scope or subject matter allowed by law.

(c) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

8. Jurisdiction

This Agreement will be governed by the laws of The Republic of South Africa on all substantive aspects, and both parties' consent to the jurisdiction of the courts in The Republic.

9. Non solicitation

Each party agrees that it and any of its affiliates will not attempt to solicit or hire any employee of the other as an employee or subcontractor during the term of the Agreement and for a period of 1 (one) year after the agreement has terminated or ended, unless agreed to in writing by both parties. During the term of this agreement, except through mutual consent of all organisations, they shall not directly or indirectly engage, hire, employ, or solicit any employee of the other, or any subsidiary or affiliate of the other or otherwise induce or attempt to induce any employee of the other to leave employment of the other or alter the employment relationship of any employee with the other. This includes any attempt to solicit, induce or encourage, either directly or indirectly, any of the other party's personnel or employee for employment during the term of this agreement and for a period of 1 (one) year following the termination of the Agreement, unless prior written permission is obtained from the other party.

10. Tenure and Survival

All obligations created by this Agreement shall survive change or termination of the parties' business relationship for a period of two years from the date of the disclosure of the

Confidential Information or the change in/termination of the business relationship of the parties whichever is later.

11.Publicity

Parties hereby grant permission to the use of any name or logo of the other party or its affiliates in any marketing materials. The use of the CRS logo and name are subject to approval from CRS whereas only HD logos supplied by CRS to the other party are to be used.

IN WITNESS WHEREOF, the parties here to have accepted this Agreement by their duly authorized representatives as of the date of ASP signup (form submission).