

Master Service Agreement Terms and Conditions

The following Terms & Conditions (hereinafter “*T’s & C’s*”) shall apply to any Risk Assessment, Security Services or Continuous Compliance Services engagement(s) performed by Hackify.io (hereinafter the “*Company*”) for or on behalf of the undersigned Client (collectively the “*Parties*”).

Acceptance of these T’s & C’s is required prior to the initiation of a Hackify services engagement and shall accompany the associated signed Project Quote provided by the Company.

Company Responsibilities. The Company agrees to provide the products and perform the services (collectively, the “*Services*”) set forth in a Proposal of Work (hereinafter “*POW*”) mutually approved and agreed upon in writing. The Company shall perform the Services in a professional manner in accordance with industry standards and in compliance with all applicable laws and regulations. The Company will control the manner in which the Services are performed.

Any change in the scope of the Services must be agreed to in writing by the Parties pursuant to a modification to the POW or by separate change order. Neither party shall be obligated to perform or pay for any material change in the scope of Services unless and until such change is agreed to in writing.

Client’s Responsibilities. Client acknowledges and agrees that the Company’s performance of Services is dependent upon Client’s timely performance of its responsibilities as outlined herein or hereunder:

- The Client hereby consents to Company’s access to such premises, personnel, devices and Systems required to perform the Services on a timely basis. The Company agrees not to access the Systems during any time periods or by individuals not authorized by the Client.
- Except as provided herein, Client shall be solely responsible for the application, operation, maintenance and support of its Systems, hardware and software including, but not limited to, the implementation of appropriate procedures, training, safeguards and routine backups.
- All deposits and invoices shall be due and payable in U.S. Dollars (\$) or Nigeria, Naira (N), in accordance with the applicable payment terms.
- Client shall be responsible for and bear the cost of the conversion of any non-U.S. currency into U.S. Dollars or Naira and for any tax or charge imposed by any governmental entity upon the sale, use or receipt of the Services.
- Late payments shall accrue interest at the rate of one and one-half percent (3%) per month, or the maximum rate allowed by applicable law, whichever is lower, for all fees not received when due.

- Payment for the compliance Risk Assessment to be paid in 2 Payments as follows:
 - Deposit of 60% for quoted services
 - Balance due Net 30 days upon project completion
- Monthly services such as Security Services or Continuous Compliance Services are charged on a monthly basis via our recurring billing system, Chargify. Monthly services agreements automatically renew every month based on date of sign-up and agreed upon pricing.
 - Monthly services are charged 1 month in advance
 - If you cancel thirty (30) days prior to an upcoming renewal date, you will not be charged on the following renewal date and henceforth.

Other Costs and Expenses. Client shall reimburse the Company for

- (i) any and all travel- related expenses and reasonable expenses for lodging and meals for Services performed at locations other than the Company's offices, and
- (ii) for fees and charges for any Third Party Products or other products and services described in a POW as subject to additional fees or charges.

Mutual Indemnification of Parties. The Client and the Company hereby mutually indemnify and agree to defend and hold harmless each other from and against any claims, suits, judgments, proceedings, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to:

(a) the negligent or willful misconduct of the other Party; or

(b) the breach of any provision included herein or any duty or obligation to any third party. To obtain such indemnification, the claiming Party must promptly notify the other Party of the liability or claim and give all necessary information, reasonable cooperation, and exclusive authority to evaluate, defend and settle the claim.

Confidentiality. The parties acknowledge that in the course of the Company's rendering the Services, the parties will be exposed and may have access to each other's Confidential Information. The parties shall protect each other's Confidential Information with the same degree of care as they use to protect their own Confidential Information but no less than a reasonable degree of care. Further:

- The term "Confidential Information" shall mean all non-public information of either part, whether or not marked as confidential or proprietary, including, without limitation, client lists, client information, supplier lists, financial information, contractual information, logos, designs, pricing information, internal business organization information, marketing, business and expansion plans and all other business documents, notes, records, research and development, intellectual property, technologies,

processes, procedures, programs, systems, products and methods of either party, and all written, oral or electronic information concerning any of the preceding.

- Confidential Information shall not include any information which:
 - (a) was in the public domain at the time it was disclosed, or thereafter enters the public domain through no fault of the party alleged to have violated this section;
 - (b) was available to a party at the time of disclosure to that party, or thereafter becomes known by that party, on a non-confidential basis;
 - (c) information which is independently developed by either party without use of or reference to the other party's Confidential Information; or
 - (d) is disclosed or used by a party with the other party's advance written approval.
- In addition, the parties hereby agree that during the Term and at all times after the termination or expiration of this engagement they shall:
 - (i) hold the Confidential Information in trust solely for the benefit and use of the other party;
 - (ii) not directly or indirectly sell, transfer, assign, disclose or divulge Confidential Information to any person or entity without the prior written permission of the disclosing party; and
 - (iii) not directly or indirectly use Confidential Information for any purpose other than the fulfillment of their obligations under this engagement.
- Except as otherwise provided herein, upon the expiration or termination of the CCS services engagement, the parties will return all records, files and other documents, or copies thereof, relating to the business operations of the other party and the Confidential Information then in their possession. Cancellation fees, payment of past due invoices and a general release of liability may apply.

Resolution of Conflict. Both parties agree that during the thirty (30) day period after notice is given to the other party of a dispute with regard to these T's & C's, they will use their best efforts to resolve any dispute through good faith negotiations. After this period, except for paragraph 7 above, any dispute arising with regard to these T's & C's which has not been resolved shall be submitted to binding arbitration in Nigeria.

The arbitration shall be conducted in accordance with the commercial legal rules of the Nigerian Bar Association by a single, mutually agreed independent arbitrator with at least ten years of experience in technology law, to be chosen in accordance with said

rules The cost of the arbitration is to be shared equally by the parties, except that each Party shall be responsible for its own attorneys' fees and expenses.

Referral & Reseller Terms and Conditions

Hackify.io, a business registered with CAC in Nigeria ("Hackify") will pay Referral Fees and/or Commissions to the eligible Referral Company (as such terms are defined below), and the Referral Company is eligible to participate in Hackify's Referral Program ("Program"), subject to the following terms and conditions ("**Terms and Conditions**"):

1. **BACKGROUND.** Hackify.io is in the business of providing various information technology-related services including, without limitation, network and security design services, engineering and implementation services, and regulatory compliance diagnostic consulting and implementation services (collectively, the "**Services**"). Under the banner of Hackify's *ASSESS. ADDRESS. MAINTAIN*© offerings, the Services are divided into three categories, namely:

(i) diagnostic assessment and network evaluation services ("**Assess Services**");

(ii) solution installation or remediation services ("**Address Services**"); and network maintenance and support services ("**Maintain Services**").

The business entity (for purposes of the Program, "**Referral Company**") that has signed and submitted a duly completed, signed and effective Registration Agreement for the Hackify Technologies, Inc. Referral and Reseller Programs ("**Registration Agreement**") may refer potential Clients to Hackify for the Services in accordance with these Terms and Conditions and the Registration Agreement. IF REFERRAL COMPANY DOES NOT ACCEPT THESE TERMS AND CONDITIONS IN THEIR ENTIRETY, IT SHOULD NOT MAKE ANY REFERRALS TO HACKIFY WITH RESPECT TO ANY OF THE SERVICES. REFERRAL COMPANY SHOULD VISIT THIS PAGE FROM TIME TO TIME TO VIEW ANY CHANGES TO THESE TERMS AND CONDITIONS. HACKIFY HEREBY RESERVES THE RIGHT TO SUPPLEMENT OR CHANGE THESE TERMS AND CONDITIONS FROM TIME TO TIME, WITHIN ITS SOLE DISCRETION.

2. **RELATIONSHIP OF PARTIES.** The relationship between Hackify and the Referral Company (collectively, the "**Parties**" and individually, a "**Party**") shall at all times be that of independent contractors. Referral Company shall make no warranty either expressed or implied on behalf of Hackify and shall not incur any expenses on behalf of Hackify. Hackify authorizes Referral Company solely to refer to Hackify potential Clients for its Services in accordance with Hackify's standard prices, terms and conditions, as established and/or revised from time to time by Hackify within its sole discretion. Referral Company has no authority, without the prior written consent of Hackify, to bind Hackify to any contract, representation, understanding, act or deed concerning Hackify, the Services, or any other service or product. Referral Company shall make no representations or warranties concerning the Services or Referral Company's agency relationship with Hackify, unless such warranty or representation is authorized in writing

by Hackify. Referral Company shall not make any representations or warranties concerning prices, terms or delivery, performance of the Services, terms of payment, or conditions of sales except to the extent such representations are authorized in writing by Hackify. The rights granted to Referral Company hereunder are non-exclusive and non-territorial.

3. REFERRAL COMPANY OBLIGATIONS. Until either Party cancels the Registration Agreement through written notice to the other Party, Referral Company shall use no less than commercially reasonable efforts to endorse and promote Hackify and the Services, as well as to refer and forward potential Clients (including, but not limited to, business acquaintances, Clients, clients, and associates) of the Services to Hackify. Referral Company shall adhere to and comply with any prevailing practices and procedures and written instructions from Hackify that relate to the referral of Clients for the use of the Services. Referral Company shall be available to meet, either in person or via telephone conference, at least once per month to discuss current and potential referrals, as well as issues and support that Referral Company may need to further develop any referral prospects. Referral Company shall provide to Hackify on a monthly basis, an accounting of the Clients to whom Referral Company has mentioned the Services and any progress relating to such discussions. For each referred potential Client, Referral Company shall provide to Hackify a **“Client Referral Submission Form”** as provided by Hackify. Referral Company shall be available and willing to formally introduce Hackify to the referred potential Client (**“Referred Business”**). Such introduction may be by telephone conference call and/or by an in-person meeting, based upon the Parties’ mutual agreement. Subject to the other provisions of these Terms and Conditions, Referral Company shall be entitled to compensation hereunder only for those Referred Businesses with whom Referral Company has had direct personal contact and to whom Referral Company has directly endorsed and recommended the services of Hackify and for whom Hackify has not provided any prior Services. By submitting a Client Referral Submission Form, Referral Company is representing that it has the authority to make the referral in accordance with these Terms and Conditions and it has no conflict of interest either with the Referred Business or with Hackify. Referral Company represents that neither it nor, to its knowledge, no director, officer, shareholder, partner or member of Referral Company, is also a legal affiliate of Hackify.

4. **ELIGIBILITY.** Until either Party terminates the Registration Agreement by written notice to the other Party, for each qualifying Referred Business that Referral Company shall be eligible to earn Referral Fees and/or Commissions for new Clients referred by Referral Company to Hackify, to the extent that the Referred Business signs a contract with Hackify for the applicable Services within six months after the date of the referral hereunder by Referral Company. To be eligible for a Referral Fee or Commission, the Referred Business must not already be a Hackify client or an Active Lead/Prospect (defined below) and must not have already (previously) been referred by another Referral Company partner. A Hackify “Active Lead/Prospect” shall mean any organization which is already in Hackify’s prospect spreadsheet/database and has been contacted during the 24 months prior to the date of the referral by a Hackify sales representative (or authorized partner). Referral Company must also be in full compliance with all of these Terms and Conditions, the Registration Agreement and any other contract between the Parties in order to receive any Referral Fees or Commissions. Hackify will inform the Referral Company within 30 days after its receipt of a Client Referral Submission Form whether the designated Referral Business is ineligible for a referral fee and commissions.

5. **COMPENSATION.** Unless otherwise agreed by the Parties in writing, for each Referred Business that is referred by Referral Company hereunder pursuant to all of these Terms and Conditions during the term of the Registration Agreement, if the Referred Company signs a contract with Hackify for the applicable Services within six months after the date of the referral hereunder by Referral Company, Hackify shall pay Referral Company a referral fee (“**Referral Fee**”) in the amount of TEN PERCENT (10%) of the net receipts of the first Statement of Work (SOW) sold by Hackify as a direct result of a referral and a commission (“**Commission**”) in the amount of TEN PERCENT(10%) of net receipts on monthly recurring license and monitoring fees sold by Hackify as a direct result of the subject initial referral. Net receipts are defined as gross billings, minus any account receivable write-offs, taxes, insurance specific to the performance of that project, refunds to the Client, payments not honored by a financial institution, as well as reimbursement payments for expenses incurred by Hackify on behalf of the Referred Business. Referral fees will be paid during the entire term of the end user agreement. Commission payments will be made in accordance with the State and Federal payroll tax guidelines for an independent contractor. Referral Company will receive our tax form at the end of each year for any year in which payments are made hereunder. Referral Company shall bear sole responsibility for payment of taxes owed by Referral Company on the Referral Fees and Commissions. Hackify will pay the Referral Fees and Commissions upon completion of the original applicable POW and by the 15th of the month following the date of payment by the Referred Business to Hackify. If the Referred Business was referred to Hackify from more than one authorized Referral Company, Hackify will pay the Commission to the Referral Company who first met the requirements set forth in Sections 3 and 4 hereof.

6. CONFIDENTIALITY; INTELLECTUAL PROPERTY. All documents, data files, information and other materials made available to Referral Company in connection with any referral hereunder, including without limitation all information regarding services, active clients, potential clients, marketing data, business plans, and technical information (collectively “**Confidential Information**”) shall be deemed to have been furnished to Referral Company in confidence and shall remain the exclusive property of Hackify both during and after the term of the Registration Agreement. Referral Company shall treat as trade secrets and keep in strict confidence all Confidential Information it acquires from Hackify at any time or develops for or on behalf of Hackify, and Referral Company will not at any time during the term of the Registration Agreement or thereafter use such Confidential Information for its own benefit or disclose or permit any of its employees, agents, or representatives to disclose such Confidential Information to any person or entity without a written consent from Hackify. Hackify shall retain full ownership of all documents and information that Referral Company provides to Hackify under the Registration Agreement. Hackify hereby retains ownership rights in and to certain intellectual property, including without limitation any Hackify trademark, service mark, trade dress, advertising, any associated goodwill, whether presently existing or later developed (collectively “**Intellectual Property**”). Referral Company agrees to sign any document as reasonably required to effect recording or protection of any such property.

7. TERM AND TERMINATION. Referral Company’s participation in the Program shall commence on the Effective Date of the Registration Agreement and shall continue until either Party terminates the same by providing the other Party with (60) days advance written notice. Upon termination of the Registration Agreement by either Party, all outstanding Referral Fees and/or Commissions due to Referral Company at that time shall be paid within thirty (30) days after Hackify collects all applicable amounts from the Referred Business. Hackify shall remain responsible for paying any and all Commissions and Referral Fees owed to Referral Company hereunder only for Referred Businesses referred to Hackify before the effective termination date of the Registration Agreement. Remuneration claims are waived unless made in writing to

Hackify within sixty (60) days of which such remuneration would have been payable. The provisions of these Terms and Conditions that call for obligations to continue after the termination of the Registration Agreement shall survive termination of such agreement.

8. LIMITATIONS OF LIABILITY. UNLESS OTHERWISE EXPRESSLY STATED IN WRITING BY HACKIFY, HACKIFY HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH REGARD TO SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF END USER ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Referral Company shall extend no warranties or guarantees, orally or in writing, in the name of Hackify or which would bind Hackify with respect to the performance, design, quality, merchantability, or fitness for a particular purpose of any of the Services. Neither Hackify nor its affiliates, subsidiaries, suppliers, or parent entities shall be liable to Referral Company or any third party for any special, consequential, incidental, indirect, tort or cover damages, including, without limitation, damages resulting from the use or inability to use the Services, delay of delivery and implementation, or loss of profits, data, business or goodwill, whether or not such party has been advised or is aware of the possibility of such damages. Hackify's liability for all claims of any kind arising out of or relating to this Agreement shall be limited solely to money damages and shall not exceed the amount of commissions paid to Referral Company under the Program. Either Party shall not be liable for, and is excused from, any failure to perform or delay in the performance of its obligations under this Agreement due to causes beyond its control, including without limitation, interruptions of power or telecommunications services, failure of its suppliers or subcontractors, acts of nature, governmental actions, fire, flood, natural disaster or labor dispute.

9. MISCELLANEOUS. No failure of Hackify to pursue any remedy resulting from a breach of these Terms and Conditions by Referral Company shall be construed as a waiver of that breach, nor as a waiver of any subsequent or other breach or relinquishment of any rights hereunder unless such waiver is signed and in writing. If any provision of these Terms and Conditions shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions hereof, and the validity, legality or enforceability of any of the remaining provisions hereof shall not be affected or impaired by such provision in any way. The Registration Agreement shall not be assigned by Referral Company, in whole or in part, without the express written consent of Hackify. This Agreement shall be construed in accordance with the laws of Nigeria and enforced only in Niigeria. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against either of the Parties. In the event of any dispute with respect to this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and other costs and expenses incurred in resolving such dispute. All notices required under this Agreement shall be directed to the addresses as set forth in the Registration Agreement. These Terms and Conditions and the Registration Agreement constitute the whole agreement between the Parties and supersede and cancel any and all previous agreements, understandings or negotiations, whether oral or written, between the Parties relating to the Program.

10. REPRESENTATIONS AND WARRANTIES.

10.1 MUTUAL. Each Party represents and warrants to the other that:

- (a) it has full power and legal right to perform its obligations under the Program;
- (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Agreement;
- (c) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms; and
- (d) it has all right, title or interest, or valid license to use, its respective marks, and that its grant of rights associated therewith do not violate any Proprietary Rights of any third party.

9. INDEMNIFICATION. Clients/end-users/ shall defend, indemnify, and hold Hackify, its affiliates, and any of their officers, directors, agents and employees harmless from and against any action, claim or suit brought against Hackify or its affiliates, including any and all losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from or out of:

- (a) any breach or alleged breach by Reseller of any representation, warranty or other obligation of Reseller hereunder;
- (b) any alleged or actual violation by Reseller of any laws, policies, guidelines, regulations, ordinances, rules and/or orders of any governmental authority or regulatory body having jurisdiction over Reseller and the subject matter hereof;
- (c) the negligence or willful misconduct of Reseller or its employees or agents;
- (d) Reseller's advertising, marketing, promotion, sale, or distribution of any of the Services; or
- (e) the inaccuracy of information provided to Hackify by Reseller regarding an End User.

10. NO WARRANTIES. HACKIFY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ENTIRELY ERROR-FREE. RESELLER ACKNOWLEDGES THAT THE SERVICES ARE COMPUTER NETWORK-BASED SERVICES, WHICH MAY BE SUBJECT TO OUTAGES, INTERRUPTIONS, ATTACKS BY THIRD PARTIES AND DELAY OCCURRENCES. IN SUCH AN EVENT AND SUBJECT TO THE TERMS HEREOF, HACKIFY SHALL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY MATERIAL INTERRUPTIONS AND WILL PROVIDE ADJUSTMENT, REPAIRS AND REPLACEMENTS WITHIN ITS CAPACITY THAT ARE NECESSARY TO ENABLE THE SERVICES TO PERFORM THEIR

INTENDED FUNCTIONS IN A REASONABLE MANNER. RESELLER ACKNOWLEDGES THAT HACKIFY DOES NOT WARRANT THAT SUCH EFFORTS WILL BE SUCCESSFUL. RESELLER'S RIGHT TO TERMINATE ITS PARTICIPATION IN THE PROGRAM AS NOTED HEREIN AS ITS SOLE REMEDY FOR ANY CONCERN RELATING TO THE SERVICES. HACKIFY HEREBY SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE SERVICES, OR OTHER SERVICES PROVIDED BY HACKIFY.

11. LIMITATIONS OF LIABILITY AND DISCLAIMERS. HACKIFY EXPRESSLY DISCLAIMS ANY LIABILITY OR LOSS ARISING FROM OR RELATED TO THE SERVICES, THIRD PARTY SERVICE PROVIDERS OR THE PROGRAM (HOWEVER ARISING, INCLUDING NEGLIGENCE). EXCEPT FOR CLAIMS ARISING FROM CRIMINAL OR WILLFUL MISCONDUCT, THE PARTIES AND THEIR VENDORS (AND ANY OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF THE PARTIES AND THEIR VENDORS) SHALL BE LIABLE ONLY FOR DIRECT, OUT-OF-POCKET DAMAGES, AND SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR BUSINESS, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT, CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, HACKIFY'S LIABILITY WITH RESPECT TO ANY CLAIM UNDER THE PROGRAM SHALL BE LIMITED TO THE AGGREGATE COMPENSATION PAID TO HACKIFY BY RESELLER DURING THE THIRTY (30) DAYS PRIOR TO ANY SUCH CLAIM OF LIABILITY.

12. OWNERSHIP AND USE OF DATA. Hackify shall retain full ownership of all data submitted by Reseller and/or the Approved End User in connection with End User's enrollment for and use of the Services and hosted or stored on Hackify servers. Hackify agrees to use such data only as necessary to perform Services for the Approved End User and for no other purpose, and hereby grants Reseller a royalty-free, fully paid up right, during Reseller's participation in the Program, to use such data only as necessary to perform its rights and obligations hereunder and for no other purpose. Nothing in this Agreement shall prevent or restrict Reseller from using any information it collects or receives independent of its performance under this Agreement.

13. INTELLECTUAL PROPERTY. As between the Parties, Hackify owns and retains all right, title and interest in and to all of its marks including, without limitation, Hackify.io (plain text), Hackify.io (stylized, with logo) and ASSESS. ADDRESS. MAINTAIN. SM (collectively, "**Hackify Marks**"), the Services, all content and documentation furnished to Reseller by Hackify hereunder, and the technology provided by Hackify to Reseller hereunder. No title to or ownership of any of the foregoing is granted or otherwise

transferred to Reseller or any other entity or person under this Agreement. Reseller shall not reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or trade secrets for any of the Services or related technology. Reseller shall strictly comply with all standards with respect to the Hackify Marks as may be furnished by Hackify from time to time. All uses of the Hackify Marks shall inure to the benefit of Hackify. Reseller shall not use, register or attempt to register and shall instruct its End Users not to use, register or attempt to register any Hackify Marks, or any trademarks or domain names that could reasonably be considered confusingly similar to any of the Hackify Marks. Reseller shall take, at its own expense, such action (including, without limitation, execution of affidavits or other documents) as Hackify may reasonably request to effect, perfect or confirm Hackify's ownership interests and other rights as set forth herein.

14. CONFIDENTIALITY AND NON-DISCLOSURE. Each Party that receives information ("**Receiving Party**") from the other Party ("**Disclosing Party**") agrees to use reasonable best efforts to protect all non-public information and know-how of the Disclosing Party that is either designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("**Confidential Information**"), and in any event, to take precautions at least as great as those taken to protect its own Confidential Information of a similar nature. The foregoing restrictions will not apply to any information that: (a) the Receiving Party can document it had in its possession prior to disclosure by the Disclosing Party; (b) was in or entered the public domain through no fault of the Receiving Party; (c) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; (d) is required to be disclosed by governmental or judicial order, requested in response to legal or governmental inquiries, or disclosed in connection with judicial and/or arbitral proceedings between the Parties; or (e) the Receiving Party can document was independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party. Upon request of the Disclosing Party, the Receiving Party will return to the other all materials, in any medium, that contain, embody, reflect or reference all or any part of any Confidential Information of the other Party. Each Party acknowledges that breach of this provision by it may result in irreparable harm to the other Party, for which money damages may be an insufficient remedy, and therefore that the other Party will be entitled to seek injunctive relief to enforce the provisions of this Section 14.

15. GENERAL PROVISIONS.

15.1 RELATIONSHIP OF THE PARTIES. The Parties are independent contractors and nothing in this Agreement shall make them joint ventures, partners, employees, agents or other representatives of the other Party. Neither Party shall make any representation that suggests otherwise.

15.2 NON-SOLICITATION. Reseller shall not directly or indirectly, whether or not for compensation, engage in any business activity (whether as an employee, proprietor,

officer, director, agent, trustee, partner or creditor lending money for the purpose of establishing or operating any such business) that (a) induces or attempts to induce, directly or indirectly, any End User to modify or terminate such End User's business association with Hackify or (b) interferes with, disrupts or attempts to disrupt any present business relationship, contractual or otherwise, between Hackify and any End User, client, supplier, consultant, agent or employee of Hackify. The Parties acknowledge that any breach of these non-solicitation provisions will cause immediate, irreparable and continuing damage to Hackify for which there is no adequate remedy at law. The Parties acknowledge that any breach of these non-solicitation provisions will cause immediate, irreparable and continuing damage to Hackify for which there is no adequate remedy at law and that in the event of any breach or violation or threatened breach or violation of these non-solicitation provisions, Hackify shall be entitled to temporary, preliminary and permanent injunctive relief and such other legal and equitable remedies as may be provided by applicable law (without the necessity of posting any bond or other security), including damages, costs of suit and attorney's fees.

15.3 NOTICES. All notices to Reseller shall be given electronically, sent to the electronic mail address provided in the Registration Agreement and all notices to Hackify shall be in writing and sent to Hackify at its above-noted address. Either address may be updated in accordance with this Section.

15.4 AMENDMENT; SEVERABILITY. Hackify may amend these Terms and Conditions by posting a revised version hereof on its website at any time, provided that any amendment for any fee increase may become effective upon no less than thirty (30) days' notice.

15.5 GOVERNING LAW; JURISDICTION. This Agreement and performance under it will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Maryland, without reference or giving effect to its conflicts of law principles. Reseller hereby irrevocably consents to the personal jurisdiction of and venue in the state and federal courts located in Baltimore County, Maryland with respect to any action, claim or proceeding arising out of or related to this Agreement and agrees not to commence or prosecute any such action, claim or proceeding other than in such courts.

15.6 WAIVER. The failure of any Party to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect.

15.7 ASSIGNMENT. Reseller may not assign its rights or obligations under the Program without the prior written consent of Hackify. Subject to the foregoing, this Agreement will be binding upon, enforceable by and inure to the benefit of the Parties and their respective successors and assigns.

15.8 FORCE MAJEURE. Neither Party will be liable for any losses arising out of the delay or interruption of its performance of obligations under the Agreement due to any acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications, utility, Internet services or network provider services, acts or omissions of a third party, infiltration or disruption of the Services by a third party by any means, including without limitation, software viruses, Trojan horses, worms, time bombs or any other software program or technology designed to disrupt or delay the Services, or other catastrophes or any other occurrences which are beyond such Parties' reasonable control (each, a "**Force Majeure Event**"), provided that the Party delayed will provide the other Party notice of any such delay or interruption as soon as reasonably practicable, will use commercially reasonable efforts to minimize any delays or interruptions resulting from the Force Majeure Event and in no event will any failure to pay any monetary sum due under this Agreement be excused for any Force Majeure Event.

15.9 INTERPRETATION. This Agreement shall be construed in accordance with its fair meaning and not for or against either Party on account of which Party drafted this Agreement.

15.11 ENTIRE AGREEMENT. This Agreement sets forth the entire understanding and agreement of the Parties, and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the Parties, as to the subject matter of this Agreement.

15.12 WAIVER OF JURY TRIAL. EACH PARTY HEREBY AGREES TO WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY SUITS ARISING HEREUNDER.