

PARTNERSHIP AGREEMENT

BETWEEN

Plada Infotech Services Pvt Ltd., Mumbai, India

AND

4th Wave Inc., Toronto, Canada



4th Wave PARTNERSHIP AGREEMENT

This Agreement is made and entered into this **Jan 14, 2023** (“**Effective Date**”) by and between 4th Wave Inc, registration number 736455874 with its registered office at The Exchange Tower, 130, King Street West Suite 1800 Toronto, Ontario, Canada, Postal Code M5X 1E3 (“4th Wave”) and

Plada Infotech Services Pvt Ltd, Company Identification Number (CIN) U72900MH2010PTC209364. whose place of business with its registered offices at Plada House, Santosh Anil Mishra Compound, Mogra Pada, Mogra Village, Opp. Colopen Company, Andheri East, Mumbai : 400069(India) (hereinafter referred to individually as a “**Party**” and collectively as “**the Parties**”), with its principal place of business located at India (the “**Partner**”).

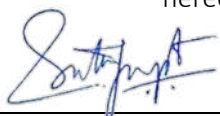
WHEREAS 4th Wave is in the business of developing and marketing computer software for Financial Institutions such as Banks and Non-banking Financial Institutions under the trademark of “4th Wave”

AND WHEREAS Partner is in the business of providing value added services of selling point of sales terminal, eCommerce and Value Added Services at various locations that it-is present and wishes to market and promote certain 4th Wave Products and Services (as hereinafter defined) in Territory (as India & Area Country hereinafter defined);

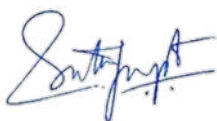
AND WHEREAS 4th Wave wishes to appoint Plada as its Partner on a non-exclusive basis for the period of 60 months from the date of signing of this agreement for India & Area Countries;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereto acknowledge, the Parties hereby agree as follows:

1. **Definitions.** In this Agreement, the following terms shall have the following respective meanings:
 - a) “Agreement” means this Partner Agreement and all Exhibits hereto.
 - b) “4th Wave Products and Services” means the 4th Wave services, solutions and business use cases listed in Exhibit A attached hereto, as amended from time to time in accordance with the terms hereof.
 - c) “Partner” means company or individual authorized to represent and or resale “4th Wave Products and Services” in the specified “Territory”
 - d) “Roles and Responsibilities” means the various roles and responsibilities that the Partner will perform and 4th Wave will perform pursuant to this Agreement, as listed in Exhibit B attached hereto, as amended from time to time in accordance with the terms hereof.
 - e) “Service Attachment” means the services and business use cases that the Partner will perform. The format of the Service Attachment is attached hereto as Exhibit C, as amended from time to time in accordance with the terms hereof.



- f) “Client Attachment” means the Client Attachment & Pricing Details in the form attached hereto as Exhibit D, as amended from time to time in accordance with the terms hereof, and sets out what 4th Wave Products and Services the end customer is signing up for from the Partner, with the pricing, revenue share and roles and responsibilities between 4th Wave and Partner.
- g) “Confidential Information” means any and all information that is disclosed by one Party to the other Party and that relates to a Party’s business or the Parties’ business relationship hereunder, including, but not limited to, information concerning finances, products, services, customers and suppliers. Any Confidential Information disclosed in tangible form shall be marked as “CONFIDENTIAL” or “PROPRIETARY” or by a similar legend by the disclosing Party prior to disclosure. Any Confidential Information disclosed orally or visually shall be identified as such prior to, concurrent with or following disclosure and summarized in writing by the disclosing Party to the receiving Party within thirty (30) calendar days of the disclosure. Confidential Information shall not include information which (i) is in or comes into the public domain without breach of this Agreement by the receiving Party; (ii) was in the possession of the receiving Party prior to receipt from the disclosing Party and was not acquired by the receiving Party from the disclosing Party under an obligation of confidentiality or non-use; (iii) is acquired by the receiving Party from a third party not under an obligation of confidentiality or non-use to the disclosing Party; or (iv) is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party.
- h) “Effective Date” means the date first written above.
- i) “Intellectual Property” means all rights in and to any design, invention, improvement, discovery, original work of authorship, patents, patent applications, copyright, copyright applications, inventions, processes, know-how or trade secrets and any and all other intellectual property rights, whether or not copyrightable, patentable, registrable or otherwise, used in or pertaining to the 4th Wave Products and Services, including all Software, computer software, source codes, detailed design documents, programmers’ notes and object code in all forms pertaining thereto.
- j) “Software” means the 4th Wave software application provided to Partner for use in respect of the 4th Wave Products and Services, and all activation codes or similar necessary for its use.
- k) “Term” means the period commencing on the Effective Date and terminating as set forth in Article 10 hereof.
- l) “Territory” refers to India & Area Country and any other country agreed in writing by the Parties at a later date.
- m) “Trademarks” means all trademarks, service marks, logos, brand names, trade names, domain names and/or slogans used by 4th Wave in connection with its Services from time to time (whether registered or unregistered).



2. **Appointment**

2.1 Appointment. Subject to the terms and conditions of this Agreement, 4th Wave hereby appoints the Partner to market and promote the 4th Wave Products and Services, and to solicit purchase orders for the 4th Wave Products and Services, in the Territory.

2.2 Rights by 4th Wave. 4th Wave agrees that during the term of this agreement, it will not engage in any business activity in the Indian market with any third party other than Plada.

3. **Trademarks and Intellectual Property**

(a) Ownership. The Partner acknowledges 4th Wave's exclusive ownership of the Trademarks and Intellectual Property and acquires no right, title or interest in or to the Trademarks or Intellectual Property hereunder. Any and all goodwill associated with the Trademarks and/or Intellectual Property will inure exclusively to the benefit of 4th Wave. During the Term or anytime thereafter, the Partner shall not attempt to register any of the Intellectual Property or the Trademarks or any trademarks, service marks, logos, brand names, trade names, domain names and/or slogans confusingly similar to the Trademarks in its own name or in the name of any third party.

(b) Limited Rights. 4th Wave hereby grants to the Partner for the Term, and subject to the terms and conditions herein, a personal, limited, non-exclusive, non-transferable, non-sub-licensable and revocable right to use the Trademarks in connection with the marketing and promotion of the 4th Wave Products and Services in the Territory in accordance with the terms and conditions of this Agreement. During the Term, Partner shall have the right to denote to prospective customers that they are the authorized of 4th Wave in the Territory.

(c) Software Licence. Partner may use the Software (inclusive of any activation codes) only in the course of performing its obligations in respect of the 4th Wave Products and Services set out herein, and in respect of training others for such use.

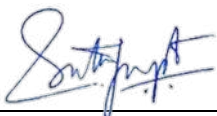
4. **Partner's Obligations**

In addition to such other duties and obligations as are set forth in this Agreement, the Partner shall:

(a) Diligently market and promote the 4th Wave Products and Services, and solicit purchase orders for the 4th Wave Products and Services, within the Territory;

(b) Maintain in the Territory an office and an adequately trained sales force conversant with the 4th Wave Products and Services;

(c) Develop marketing materials for the 4th Wave Products and Services suitable for use in the Territory, including modifications of 4th Wave's pre-approved promotional materials as appropriate;



- (d) Participate in trade shows and exhibitions in the Territory where such participation may promote the 4th Wave Products and Services;
- (e) Perform active negotiations in relation to contract signing between Partner and the customer.
- (f) Assist 4th Wave in providing support services to 4th Wave customers in the Territory for customer(s) onboarded by the Partner;
- (g) Fully and promptly answer all communications from 4th Wave and its customers in the Territory;
- (h) Render such assistance as 4th Wave may reasonably request with respect to credit and collection matters;

5. **4th Wave's Obligations**

In addition to such other duties and obligations as are set forth in this Agreement, 4th Wave shall:

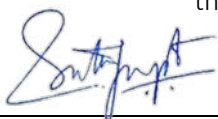
- (a) Assist the Partner by providing an adequate supply of price lists, catalogues and other promotional literature at no charge to the Partner;
- (b) Provide initial training and field sales support to the Partner's sales force at no charge to the Partner, with the duration and content of the training to be determined by 4th Wave in consultation with the Partner.

6. **Quotes and Proposal**

Partner shall invoice all customers directly. Payments due to 4th Wave shall be paid by the Partner to the 4th Wave bank account at Partner's cost after deducting appropriate taxes. In case of delay of release of the payments to 4th Wave, 4th Wave reserves the right to lock the license key for its 4th Wave Products and Services after giving two notices, in writing, to the Partner after 30 days and 60 days of the payment due dates.

7. **Confidentiality**

- (a) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance, in writing, by the disclosing Party or except as expressly permitted by this Agreement, the receiving Party will not, except as required by law or court order, use Confidential Information of the disclosing Party or disclose it to any third party for the Term and for a period of 1(ONE) year thereafter. The receiving Party may disclose Confidential Information of the disclosing Party only to those of its employees or contractors who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee or contractor, such employee or contractor shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement.



Without limiting the forgoing, the receiving Party shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees or contractors.

The receiving Party shall use the same degree of care to avoid disclosure of the disclosing Party's Confidential Information as the receiving Party employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

- (b) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon the disclosing Party's earlier request, the receiving Party will deliver to the disclosing Party all of the disclosing Party's property or Confidential Information in tangible form that the receiving Party may have in its possession or control. The receiving Party may retain one copy of the Confidential Information in its legal files. It shall destroy any electronic copies of such Confidential Information.

8. Infringement of Intellectual Property Rights

The Partner agrees that if it is notified or otherwise obtains knowledge of any actual or alleged infringement of the Trademarks or any other intellectual property rights of 4th Wave by a third party in the Territory, the Partner will promptly notify 4th Wave. No legal proceedings shall be instituted by the Partner against any third party in respect of any such actual or alleged infringement without the prior written consent of 4th Wave.

9. Term and Termination

- (a) Term. This Agreement shall commence on the Effective Date and shall, unless earlier terminated pursuant to the provisions hereof, continue for a term of FIVE (5) year following the Effective Date (the "Initial Term").
- (b) Renewal Term. Upon expiration of the Initial Term and each Renewal Term thereafter, this Agreement will be automatically renewed for an additional one year term (the "Renewal Term") unless terminated by either Party upon thirty (30) calendar days written notice to the other Party prior to the expiration of the Initial Term or any Renewal Term.
- (c) Termination for Material Breach. This Agreement may be terminated by either Party immediately by written notice of such termination to the other Party in the event of a material breach by the other Party. "Material breach" shall include: (i) any violation of the terms of this Agreement that a Party has failed to cure within 10 calendar days after receipt of written notice by the other Party of such violation, (ii) any activity, direct or indirect, including by supporting a third party, of Partner which challenges the validity or ownership of the Trademarks or any other intellectual property rights of 4th Wave, (iii) an act of gross negligence or willful misconduct of a Party, or (iv) the insolvency, liquidation or bankruptcy of a Party.
- (d) Effect of Termination. Upon termination of this Agreement, the Partner shall cease all marketing and promotion of, and the solicitation of business for 4th Wave, and promptly return to the 4th Wave all promotional literature and other similar materials or effects which 4th Wave may have furnished to the Partner in connection with its activities hereunder. Upon any termination of

this Agreement, 4th Wave and the Partner shall not be liable to each other for any amounts whatsoever, including for loss of future commissions, goodwill, investments, advertising or promotional costs or like expenses, other than in respect to actual outstanding payments prior to such termination

10. **Force Majeure**

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, pandemics acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

In the event the interruption of the excused Party's obligations continues for a period in excess of thirty (30) calendar days, either Party shall have the right to terminate this Agreement upon thirty] (30) calendar days' prior written notice to the other Party.

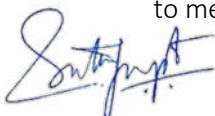
11. **Limitation of Liability**

Except for violations of Article 3, 4, 6, 7, 8, or 9, neither Party shall be liable to the other Party for any special, incidental, consequential, indirect or punitive damages (including loss of actual or anticipated profits) arising in any way out of this Agreement, however caused and on any theory of liability. Notwithstanding the above, 4th Wave shall not be liable for any loss of revenue or profit, direct or indirect, actual or anticipated, special, incidental, consequential or punitive damages to the Partner, or third parties including for death, accidents or personal injury of the Partner or its sales force.

12. **Representation & Warranties**

Each of the Parties represents and warrants to each other that:

- a) it is duly constituted, organized and validly existing under the laws of the country of its incorporation and solvent;
- b) this Agreement is executed by a duly authorized representative of that Party;
- c) it has the legal right and full power and authority to execute and deliver, and to exercise its rights and perform its obligations under this Agreement and all the documents which are to be executed by it as envisaged by this Agreement;
- d) once duly executed, this Agreement will constitute a legal, valid and binding obligations of such party;
- e) there are no actions, suits or proceedings or regulatory investigations pending, or to its knowledge, threatened against it that might adversely affect the ability of it to meet and carry out its obligations under this Agreement;



- f) nothing contained in this Agreement will result in a breach of any provision of its constitutional documents or result in a breach of any agreement, license or other instrument, order, judgment or decree of any court, governmental agency or regulatory body to which it is bound;
- g) its execution and performance of this Agreement shall not infringe any third party's Intellectual Property Rights, other proprietary rights or rights of publicity or privacy;
- h) its execution and performance of this Agreement shall not violate any third-party rights, laws, statutes, ordinances or regulations (including the laws and regulations governing export control) and it is compliant with all applicable laws and regulations; and
- i) it shall not violate any laws regarding unfair competition, anti-discrimination or false advertising, money laundering or financial crime.

13. **Independent Contractors**

It is understood that the Parties hereto are independent contractors and engage in the operation of their own respective businesses.

Neither Party hereto is to be considered the Partner of the other Party for any purpose whatsoever and neither Party has any authority to enter into any contract or assume any obligation for the other Party or to make any warranty or representation on behalf of the other Party.

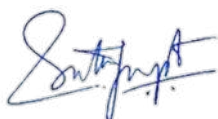
Each Party shall be fully responsible for its own employees, servants and agents and the employees, servants, and agents of one Party shall not be deemed to be employees, servants and agents of the other Party for any purpose whatsoever.

14. **Non-Publicity**

Each of 4th Wave and Partner agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

15. **No warranty**

4th Wave does not make any warranty, express or implied, with respect to the 4th Wave Services, their merchantability, or their fitness for any particular purpose and all such warranties are expressly excluded and precludes the Partner from making any warranties to the customer on behalf of 4th Wave.



16. **Anti-money laundering provision**

- a) The Partner and 4th Wave declares that it does not intend, by entering into this Agreement, to undertake any activities or transact any business related to money laundering in any manner whatsoever. Further the Partner and 4th Wave undertakes to keep each other harmless and indemnified against any claims, actions or liability in connection with money laundering which may be brought against either party as a result of this Agreement.
- b) The Partner shall obtain all requisite customer information and know your client documents (as required by 4th Wave) from the customer and provide all assistance to enable 4th Wave to perform customer due-diligence if agreed mutually.
- c) The Partner and 4th Wave agrees that the both parties will comply with the UN Security Council Resolution(s) prohibiting the financing of terrorism and also comply with the appropriate anti-money laundering legislation passed by the respective local authorities.

17. **Assignment**

Neither Party may, without written approval of the other, assign this Agreement or transfer its interest or any part thereof under this Agreement to any third party, except that a Party may assign its rights or obligations to its subsidiary or a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning Party.

18. **Indemnity**

Each party hereby agrees to indemnify, defend, and hold the other party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any claim that, taking the claimant's allegations to be true, would result in a breach by the indemnifying party of any of its warranties and covenants set forth

19. **Injunctive Relief**

Each of 4th Wave and Partner acknowledge that a violation of Article 3, 7, 8 or 9 would cause immediate and irreparable harm for which money damages would be inadequate. Therefore, the harmed Party will be entitled to injunctive relief for the other Party's breach of any of its obligations under the said Articles without proof of actual damages and without the posting of bond or other security.

20. **Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the English laws. The Parties hereto agree to attorn to the courts of Singapore and such courts shall have the exclusive jurisdiction in respect of any dispute in relation hereto.

21. **General**

This Agreement constitutes the entire agreement of the Parties with respect to the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties, except Exhibit A, Exhibit B, Exhibit C and Exhibit D.



22. Survival of Provisions

The following provision of this Agreement shall survive the termination of this Agreement: Articles 3,7, 8, 9, 11 (e), 15, 17 19 and 20 and all other provisions of this Agreement that by their nature extend beyond the termination of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of
4th Wave Inc.,

By: 

Name: Sutanu Gupta
Title: President

Signed for and on behalf of
Plada Infotech Services Pvt Ltd.,

By:

Name: ShailesKumar G Damani
Title: Director

Current list of 4th Wave's 4th Wave products

1. Universal Payments
2. InstaCredit & Micro Lending
3. Money Transfer and Remittances
4. Bill Payments
5. Promotions and Loyalty
6. Community eCommerce
7. Peer to Peer Transfers
8. Agency Banking
9. Supply Chain Financing & Collections
10. Loan Against PoS Receivables

A handwritten signature in blue ink, appearing to read "Santajoyt", is located below the list of products.

Exhibit B

Roles and Responsibilities and Cost Incidence

The section below outlines the various roles and responsibilities between the parties and the cost incidence and remarks:

A. Business Development

Items	Plada	4th Wave	Cost Borne by	Remarks
Making List of Target Customers	Yes		Plada	
Making the marketing pitch deck	Yes	Yes	Each bears their part of cost	
Initial Customer Calling	Yes		Plada	
Initial Prospect interaction (through Web and telephone calls)	Yes		Plada	With Active support from 4th Wave
Knowledge transfer for Marketing		Yes	Each bears their part of the cost	Through remote meetings with the team members plus materials that will be shared, give access to the application
Physically making the presentation with prospects	Yes		Plada	With remote assistance from 4th Wave
Client entertainment and other expenses	Yes	Yes	Plada & 4th Wave	
Setting up the demo-able Zone and giving		Yes		Hardware provisioning to be done by Plada. The

access to the prospects				hardware requirements to be shared from 4th Wave
Proof of Concept if any with prospects (Jomopay Integration)	Yes	Yes	Use case configuration cost will be borne by 4th Wave, rest of cost, if any, to be borne by Plada	
Country Specific licensing or other regulatory undertaking	Yes			Currently there are no regulatory requirements . This is place holder for the future.

B. Commercial Negotiation & Legal Expenses:

Items	Plada	4th Wave	Cost Borne by	Remarks
Commercial Agreement between Plada and 4 th Wave	Yes	Yes	Each to bear their cost	
Legal Agreement Drafting and reviewing for the Customers	Yes		Plada	Inputs from 4th Wave
Other non-specific legal expenses such as consulting with Legal personnel	Yes		Plada	If its end customer related, then it is Plada responsibility
Enforcement of any disputes for the revenue collection or	Yes		Plada	

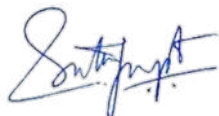
any other such incidents with customers				
Regulatory reporting and expenses pertaining to it, if any	Yes		Plada	
Enforcement of Commercial License with customers	Yes		Plada	

C. Project Implementation & Management:

Items	Plada	4th Wave	Cost Borne by	Remarks
Project Management	Yes		Plada	Inputs from 4th Wave
Project Change Management	Yes			Inputs from 4th Wave
Technical Implementation		Yes	4th Wave	
Training		Yes	4th Wave	

D. Platform Hosting & Services (when Plada operates in SaaS model)

Items	Plada	4th Wave	Cost Borne by	Remarks
Hardware & Software Provisioning	Yes		Plada	Inputs from 4th Wave
Platform Installation	Yes		Plada	4th Wave to Install. Costs to be agreed on case-to-case basis
Hosting	Yes		Plada	Inputs from 4th Wave
Other Costs	Yes		Plada	



E. Post Implementation Support

Post Implementation Support				
Items	Plada	4th Wave	Cost Borne by	Remarks
Post Implementation Customer On-Site Support	Yes		Plada	Initially from 4th Wave, if required. 4th Wave cost will paid on actuals
Level 1 Support	Yes			Initially from 4th Wave on the same lines as item (1)
Level 2 Support		Yes	4th Wave	
Help desk Support for the Clients	Yes			Portal access to be given by 4th Wave

F. Market Awareness & Campaigns:

Market Awareness & Campaigns				
Items	Plada	4th Wave	Cost Borne by	Remarks
Social Media Advertisement	Yes		Plada	
Promotions and Campaigns	Yes		Plada	
Loyalty Management	Yes		Plada	



Exhibit C

Format for the Service Attachment

Client Name	
Client Business Address	
Client Authorized signatory Name	
Client Authorized signatory Designation	
Partner Name	
List of Solutions provided to the Client through the Partner	
Revenue share between the Partner and 4th Wave on Project Implementation and Set Up Fee by the solution list	
Revenue Share between the Partner and 4th Wave on yearly support and maintenance fee by the solution list	
Revenue Share between the Partner and 4th Wave on the transactional revenue generated from the Client	
Client Billing Cycle	<ol style="list-style-type: none"> 1. Implementation: 2. Yearly Support and Maintenance: 3. Transactional Revenue:



Exhibit D

Commercial Agreement

4thWave and Partner will work revenue share. The revenue share between Partner and 4thwave will be 50% each (50% to Partner and 50% to 4thwave) on the total revenues earned from the Platform in the territory for any financial year.

