



RESELLER AGREEMENT

1. OVERVIEW

KEDAS RD is an accounting billing system that as a tool allows its users a comprehensive management of their processes optimizing their resources and time. "KEDAS" (hereinafter "the application" or by its full name): is the registered trademark and name of the application and / or software owned by the commercial company GRUPO CASSIMMIT, S.R.L. available for download on mobile devices and for use on the web.

KEDAS as an accounting billing system, allows the User who connects with the web system or the mobile application, once registered accepts the terms and conditions and privacy policies, then you can register customers, suppliers, employees, create payroll, inventories, catalog of accounts, entries, journals and accounting reports, financial statements, normal and recurring payments, supplier invoices, credit and debit notes, purchase orders, accounts receivable, credit notes, quotes, financial statements and graphs, you drive, in order to make sales in different currencies from the point of sale (POS), among other services, as appropriate to the selected plan.

The privacy policies define the general terms and conditions of your use of the Site and the Services, these are registered on the main page of the system and for the use of this its acceptance and approval is necessary. This Reseller Agreement (this "Service Agreement") governs your use of KEDAS RD's Reseller Program(s) ("Reseller Programs") for the purpose of selling any of KEDAS RD's products and services (the "Services") to your own customers.

2. DESCRIPTION OF THE PARTIES INVOLVED

2.1. "KEDAS" (hereinafter "the application" or by its full name): is the registered trademark and name of the application and / or software owned by the commercial company GRUPO CASSIMMIT S.R.L., (GC, or company that develops the system), available for download on mobile devices and for use on the web.

2.2. "USER": is the natural or legal person who downloads the application to his mobile or makes use of it on the web, being a direct client of Grupo cassimmit SRL (company that develops the system), and automatically generating a contractual obligation with the services he acquires.

2.3. "REPRESENTATIVE": is a natural person acting on behalf of a legal entity, that is, a company or company, which downloads and / or uses the KEDAS billing and business

management system on the web, being a direct client of Grupo cassimmit SRL (company that develops the system), and automatically generating a contractual obligation with the services it acquires.

- 1.1. "**ASSOCIATE Jr**": is the natural or legal person who resells the right to use the KEDAS accounting system, having the duty to report each client or third person who buys the right to use the system to its parent company, being a direct client of Grupo cassimmit SRL (company that develops the system), and automatically generating a contractual obligation. **The Jr associate** will generate in exchange, for each reported client who has contracted the KEDAS accounting billing system, an economic remuneration for each subscribed client, in the amount of one thousand Dominican pesos (RD \$ 1,000.00) or its equivalent in US dollar; seindo cash after the first payment made by the referred client, without having a partnership with Grupo Cassimmit S.R.L., **The Jr. associate** has no employment relationship with KEDAS or its parent company. You may also, without contractual liability, be certified in KEDAS to offer outsourcing services and technical support if required by KEDAS in exchange for an economic compensation, which will be measured based on time and on the basis of the work done.
- 1.1. "**ASSOCIATE pro**": is the natural or legal person who resells the right to use the KEDAS accounting system, having the duty to have direct contact with the acquiring client, must support it and be in total communication, generating twenty percent (20%) of each monthly payment for each reported client, after the payment to be made by each client, therefore, it must support and monitor them, and are responsible for the values perceived and not perceived by concept of use of the system by third parties., without having a partnership with Grupo Cassimmit S.R.L., A PRO associate, has no employment relationship with KEDAS or its parent company. You may also, without contractual liability, be certified in KEDAS to offer outsourcing services and technical support if required BY KEDAS in exchange for an economic compensation, which will be measured based on time and on the basis of the work done.
- 1.2. "**BETA ASSOCIATE**": is the natural or legal person that offers and resells the right to use the KEDAS accounting system, to its own clients, this plan is designed for accountants and / or professionals in tax, financial or commercial matters. You may also, without contractual liability, be certified in KEDAS to offer outsourcing services and technical support if required BY KEDAS in exchange for an economic compensation, which will be measured based on time and on the basis of the work done. (SPECIFY conditions)
- 1.3. "**RESELLER**": is the natural or legal person, authorized seller, who buys the use of the system in bulk and resells it, making its own the customers or third parties who acquire the right of use for the agreed time, therefore, must give support and follow-up to them, in addition you can have resellers under your charge that you can manage from a panel of reserllers created for such purposes, therefore they will be responsible for the values perceived and not perceived by concept of use of the system by third parties., without having a partnership with Grupo Cassimmit S.R.L., A reseller has no employment

relationship with KEDAS or its parent company. (The minimum amount that must be acquired by those interested in being a KEDAS reseller is 10 accounts equivalent to 10 years.) You may also, without contractual liability, be certified in KEDAS to offer outsourcing services and technical support if required in exchange for an economic compensation, which will be measured based on time and on the basis of the work done.

1.4. Together, they may refer to or call the whole as: "**THE PARTIES**".

2. DESCRIPTION OF SERVICES AND COSTS

The User, Representative, Associate: Jr, Pro and Beta, and the Reseller may download and use the online web system for different modalities or plans including the services to be provided through our different plans to be described below:

2.1. Plan Emprende for 20 US dollars, or its equivalent in Dominican pesos at the rate of the day:

- 300 sales invoices per month
- 2 Users with access to KEDAS
- Inventory Management
- POS - Point of Sale
- 2 Invoice Templates
- Accounting
- Reports
- 24/7 Support

2.2. Plan Impulsa for 30 US dollars, or its equivalent in Dominican pesos at the rate of the day:

500 monthly sales invoices
 4 users with access to KEDAS
 Inventory Management
 POS - Point of Sale
 3 Invoice Templates
 Accounting
 Reports
 24/7 Support
 Metrics with graphs
 API integrations
 Multi-currency

2.3. Plan Crece for 50 US dollars, or its equivalent in Dominican pesos at the rate of the day:

- Unlimited Sales Invoices
 6 Users with access to KEDAS
 Inventory Management
- POS - Advanced Point of Sale

5 Invoice Templates

Accounting

Reports

24/7 Support

Metrics with graphs

API integrations

Multi-currency

Mobile App

Business Consulting

NCF Management

Legal Advice

2.4. These plans must be paid for at the beginning of each calendar month. Directly contact KEDAS or its parent company: Grupo Cassimmit S.R.L., which may, at its discretion, include advertisements within the application.

2.5. These plans can be customized as required by the final consumer of the same, in case of modification, KEDAS will provide the party involved with the final amount to pay for the different functions you wish to acquire and add to your profile.

3. SPECIFIC PROVISIONS OF SERVICES, COSTS AND SUSPENSION

3.1. **Personalization of the service.** For the customization of the plans to be resold by the Partner: Jr, Pro and Beta, and the Reseller, they will have at their disposal a list of wholesale prices located on the platform or panel of resellers.

3.2. **The reseller platform, or panel,** is the secure web location within your account on our website from where you can access our pricing and service catalog, view availability, and control and manage your reseller panel.

3.3. **Costs of services.** You may set your own pricing and pricing rules for the available services, subject to the platform-compatible pricing rules, set by us, in the price catalog. Likewise, you can make discounts to your clients, eliminating the commission or part of it that could generate when selling our services.

3.3.1. **Prices and rates.** Subject to the terms and conditions of this Agreement, you acknowledge that all prices and fees for available services are subject to change at any time and at our discretion.

3.3.2. The User, Representative, Associate: Jr, Pro and Beta, and the Reseller, declare that they have full and express consent and the authority of the client to make the charges of place using the KEDAS platform, or their own platform.

3.3.3. The User, Representative, Associate: Jr, Pro and Beta, and the Reseller, understand that annually their respective accounts and / or reseller panel will be charged for affiliation, account maintenance, or membership the sum of fifty US dollars (US\$50.00) or its equivalent in Dominican pesos.

3.4. Payment method. The parties acknowledge that purchases of the services available in KEDAS must be made in the KEDAS electronic commerce system , and through the channels provided, such payments may be made by both the User, Representative, Associate: Jr, Pro and Beta, and the Reseller, but this does not exempt from responsibility that the interested parties and involved carry out the procedures of the collections of place.

3.5. Suspension. It is understood that in the absence of payment of one month or more of the service provided, it will be suspended until payment is made.

3.5.1. KEDAS accounts are suspended after three (03) months without use, the User, Representative, Associate: Jr, Pro and Beta, and the Reseller, understand that after this date KEDAS or its parent company have no responsibility for data storage, so it will be their sole and exclusive responsibility for the loss of important or unimportant data of customers who are in a state of suspension.

3.6. User, Representative, Associate: Jr, Pro and Beta, and Reseller, agree to indemnify and hold harmless from and against all liabilities, costs, expenses, damages and losses (including direct, indirect or consequential ones, loss of profits, loss of reputation and all legal interest, penalties and costs [calculated on a full indemnity basis] and other professional costs and expenses) suffered or incurred by us arising out of or in connection with any of the transactions. processed by us on your behalf that are fraudulent in nature. These fraudulent transactions may result, among others, from misrepresentations in the registration of name and bank accounts or in the transfer process, or the use of stolen or stolen credit cards.

4. SPECIFIC PROVISIONS ON SERVICE CHARGES

4.1.1 charge your customers. You authorize us to charge each of your customers based on the pricing rules you have entered in the reseller panel, designated by you, for the services they purchase through your reseller panel.

4.2. It is understood that in the cases of being an Associate: Jr, Pro and Beta, and Reseller, you act with an introductory agent on behalf of KEDAS, that is, when your customer purchases services that you offer for sale ("Prospective KEDAS customer"), and enters into a contract directly with KEDAS for the Services (including, for the avoidance of doubt, contracting in accordance with KEDAS' terms of service). As such, you are authorized to offer for sale services in accordance with the terms of the Contract. In addition, you agree to the following:

- 4.2.1.** It has NO authority to bind. You have no authority, nor will you offer or allow any person to offer yourself, or otherwise create the impression that you are authorized to bind us in any way, and you will not take any action that would reasonably create the impression that you are authorized to do so.
- 4.2.2.** It has NO authority to contract or negotiate. You will not make or enter into any contract or undertaking or incur any liability for us or on our behalf, including the provision of the services or their price, and you will not negotiate any of the terms for the provision of the services with KEDAS.
- 4.2.3. HAS OBLIGATION** to disclose limits on authority. You will disclose to each KEDAS Prospective Client that you are our filing agent and do not have the authority or ability to negotiate or vary services or enter into any contract on our behalf for those services.
- 4.3. Sales agent.** You act as a sales agent on behalf of KEDAS when your customer purchases KEDAS services that you offer for sale and the customer enters into a contract with you for such services ("Agent Customer"). In such capacity, you are authorized to offer for sale KEDAS services at the agreed price. You further agree that: That you will enter into a contract with the customer on our behalf. The terms of such contract shall be made in accordance with the terms stipulated by KEDAS; and the services you offer for sale on our behalf shall be at the retail price range established by KEDAS.
- 4.4. Indemnities.** You agree to fully indemnify us against all liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, lost profits, loss of reputation and all legal interest, penalties and costs [calculated on a full indemnity basis] and all other professional costs and expenses) suffered or incurred by us arising from, or related to, any claim made against us as a result of your actions or omissions as an introductory agent or sales agent, Associate: Jr, Pro and Beta, or Reseller.
- 4.5. Customer service.** By default, we will provide 24/7 customer support services to both our customers and representatives and to you as an Associate: Jr, Pro and Beta, and Reseller, for services you offer for sale; however, this customer service will be limited to your own customers, having the obligation and duty to assist you in any difficulty or breakdown that may arise in the service offered, so you are obliged to attend the talks, workshops and other training that were carried out by KEDAS in order to be able to assist your own customers in case of doubt in the use of the system as in case of possible breakdowns in the service or bad use of this.
- 4.5.1.** As an Associate: Jr, Pro and Beta, and Reseller, you are responsible for the actions and omissions of your sub-resellers. If you provide training and/or technical assistance to your sub-resellers, it must be reasonable. In the event that a sub-reseller cancels a

sub-reseller account, you, or we, will use reasonable efforts to transition that sub-reseller's customers to another reseller's or sub-reseller's account.

5. SPECIFIC PROVISIONS OF THE COMMISSIONS

5.1. Payment of commissions. "Commission Payments" are made monthly and represent commissions earned in the immediately preceding month. For each service sold through your reseller panel, your commission will be calculated as the difference between your sale price and cost, and/or any applicable refunds or surcharges. Commission payments may be cancelled or suspended at any time due to surcharges or suspected fraud. To receive commission payments, you will need to set up a payee and assign it to your reseller panel. To receive payment of your possible commissions you must provide a payment method compatible with those provided by KEDAS.

5.1.1. Nothing in this agreement prevents you, as an Associate: Jr, Pro and Beta, and Reseller, from giving the commission that corresponds to your sub customers or sub resellers.

5.1.2. The parties acknowledge and agree that commission payments may take 1-5 business days to post to the deposit account once initiated, depending on the method of commission payment and currency selected. Payments due on holidays or weekends will be reflected in your account from the next business day. KEDAS does not expressly assume any responsibility in this regard.

5.2. About the marketing service. Occasionally, we may also offer various marketing services. Marketing services may include discounts, promotions, telemarketing services, email marketing services, or online advertising services (individually and collectively, "Marketing Services"). Marketing Services are designed to help you market products and services to your customers more effectively. Marketing Services will be offered on an optional basis. You acknowledge and agree that (1) the Marketing Services are provided for convenience only, and we make no representations or warranties with respect to them; (2) we reserve the right to modify, change or discontinue any aspect of the Marketing Services at any time; (3) if you opt in (or not) the Marketing Services, it may take up to ten (10) business days for your changes to become effective; (4) we will select all Marketing Services, and you will not be permitted to customize them; and (5) your participation in some Marketing Services, in particular discounts and promotions, may reduce your commission payments and/or result in negative commission payments.

5.3. Reserves. KEDAS and its parent company reserve at their sole and exclusive discretion, the right to suspend the services contracted by the User, Representative, Associate: Jr, Pro and Beta, or the Reseller, if one of these comes to give indications of improper use, or of having or being fraudulent of the services provided.

6. TERMS AND TERMINATION

6.1.Term and Termination. If we do not receive notice from you, we will automatically continue to provide you with access to the reseller panel indefinitely and charge the payment method you registered with us and our then-current annual license fee rates. You agree that you will be responsible for notifying us in the event that you wish to terminate your use of the Reseller Panel. You must notify us of your intention to terminate use no later than three days prior to your billing date. We reserve the right, at our discretion and without notice, at any time and for any reason, to suspend your reseller panel access or use thereof. After termination, your customers' services will be in default with us or a related entity. Neither you nor your customers will receive refunds for the services purchased.

6.2.Notifications. You agree that all notices (except those relating to your breach of this Agreement) that we send to you may be posted on our website and will be deemed given within fifteen (15) days of posting. Notices of default will be sent to the email address that the Reseller has on file with us or by express mail to the mailing address that the Reseller has on file with us.

7. COPYRIGHT PROVISIONS

7.1.Trademark. The User, Representative, Associate: Jr, Pro and Beta, and the Reseller will use the trademark, including any copyright, trademarks, service marks, or any other intellectual property of Cassimmit Group SRL or its parent or affiliated companies, provided in the reseller's control center for all advertisements for any of the KEDAS services that you want to resell. You are prohibited from removing the KEDAS mark from any of the KEDAS Services.

7.1.1. You may not register any trademark that is substantially similar to those owned by KEDAS or its parent or affiliated companies, or register or maintain any Internet domain name that contains trademark terms owned by KEDAS or its parent and affiliated companies (or domain names that may be confused with them). You will not use any intellectual property of KEDAS or its parent or affiliated companies in your advertising, except as specifically authorized by us. You further agree not to use the trademarks of KEDAS or those of its parent or affiliates, including the URLs of our websites, as key terms in any online advertising campaign.

7.1.2. No copyright, patent, trademark, service mark or other proprietary right or license is granted or attributed to you hereunder, except for the limited trademark license provided to Basic and Professional resellers.

7.2.Third Party Services. The parties have the right to sell or resell services provided by third parties.

8. LIABILITY

8.1.Limitation of civil liability. Other than as set forth above, neither party, User, Representative, Associate: Jr, Pro and Beta, and Reseller, shall be liable to the other, under any circumstances, whether in agreement, tort (including negligence), breach of statutory duty or otherwise, for: 1. loss of profits, sales, revenue or business; 2. loss of anticipated savings; 3. loss or damage to trade reputation; 4. loss of agreements or contacts; 5. loss of use or corruption of software, data or information; 6. any loss arising from the improper termination of this contract or any decision not to renew within its term, or 7. any loss that is an indirect or secondary consequence of any act or omission of the party in question.

8.1.1. Neither party may benefit from the limitations and exceptions set forth in this clause in relation to liabilities arising from willful breach.

8.1.2. Nothing in this agreement shall limit or exempt either party's liability for: death or personal injury caused by its negligence or the negligence of its employees, agents or (as applicable); fraud or fraudulent misrepresentation; liability under any indemnification in this service agreement; and any matter for which it would be unlawful to waive or limit liability.

9. OTHER PROVISIONS

9.1.Return or transfer guarantee. If within thirty (30) days of the date you purchase our services, you wish to cancel your reseller account for any reason, you are entitled to a full refund of the annual license fee only. Neither you nor your customers are entitled to refunds for services purchased, and you will not receive any commission payments, if applicable. Your Reseller account is non-transferable and cannot be sold separately or in conjunction with the sale of an existing site or business. If we have an interested third party, at our discretion, after you notify us, we may transfer your account to that third party.

9.2.Customer Notices. If there are any material revisions, modifications, suspensions or other changes to the Services that require notice to the customer, you will assist us in giving notice to your customers.

9.3.Confidentiality. You agree to exercise a reasonable level of care and discretion to prevent and restrict the use, disclosure or reproduction of our confidential information. "Confidential Information" includes, but is not limited to, any customer information, order, domain name, service-specific or marketing information, or any other non-public

information found in your reseller control center. Confidential Information does not include any information, however designated, that is or subsequently becomes publicly available without constituting a breach by you of any obligation under this Agreement;

9.4. Misrepresentations. You will not make or give false or misleading representations, warranties, claims or other promises about the price, quality, value, inclusiveness, deliverability or availability of any of the Services beyond what is contained in the terms and conditions. We reserve the right to suspend or terminate your account for breach of these terms.

10. LEGAL PROVISIONS

10.1. THE PARTIES declare that they are in full physical and mental capacity to sign agreements of this nature, declare to be subject to their own will to contract, so they give faithful testimony of knowing and accepting everything stipulated herein under the august faith of the oath.

10.2. THE PARTIES declare to adhere to the provisions contained in the Dominican Civil Code and Civil Procedure, especially in articles 1134 and 1135 which stipulates the following: OTHER PROVISIONS:

Art. Article 1134.- Legally formed conventions have the force of law for those who have made them. They cannot be revoked, except by their mutual consent, or for such reasons as are authorized by law. They must be carried out in good faith.

Art. Article 1135.- Conventions bind, not only what is expressed in them, but also all the consequences that equity, usage or law give to the obligation according to its nature.

10.3. THE PARTIES declare that for what is not foreseen in this contract they will refer to the common law. In case of disputes, they must adhere to the jurisdiction of the courts corresponding to the legal direction of KEDAS or its parent company.

In the city of Santo Domingo Este, Province of Santo Domingo, on the twenty-fourth (24th) day of July of the year two thousand twenty-three (2023).

SIGNATURES:

By KEDAS:

For the contracting party:

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