

**SCHEDULE B  
(ENTERPRISE RESELLER AGREEMENT)**

This Enterprise Reseller Agreement ("Agreement") is made effective as of \_\_\_\_\_, 2019  
by and between Ocular Compliance Tech PTE LTD, 111 North Bridgeroad # 08-18  
Peninsula Plaza 17098 Singapore ("OcularKYC"),

and **[Private Label Company Name]:**

\_\_\_\_\_

principally located at **[Private Label Company Legal Address]:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RECITALS**

WHEREAS, OcularKYC provides KYC/AML/REGTECH services

WHEREAS, OcularKYC allows private labeling of its KYC/AML/REGTECH services to  
Resellers who wish to market and sell the KYC/AML/REGTECH services under its own brand;  
and

WHEREAS, OcularKYC wishes to expand its market share by retaining Reseller to  
assist in marketing its KYC/AML/REGTECH services under a private label for Reseller and  
Reseller wishes to undertake certain duties and responsibilities for marketing the KYC/AML/  
REGTECH services.



NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **AGREEMENT**

### **SECTION ONE - MARKETING THE KYC/AML/REGTECH SERVICES**

1.01. Appointment. Subject to the terms and conditions of this Agreement, OcularKYC hereby appoints Reseller as a non-exclusive Reseller of the KYC/AML/REGTECH services. In connection with such appointment, OcularKYC grants Reseller a non-exclusive and non-transferable right to promote, market and solicit orders for the KYC/AML/REGTECH services from businesses wishing to utilize the KYC/AML/REGTECH services ("Prospects"). Reseller shall identify prospective Prospects that meet OcularKYC's criteria as set forth in this Agreement and its general policies and procedures. Reseller will obtain all information and documentation reasonably required by OcularKYC.

1.02. Approval of Prospects. Reseller acknowledges that all Prospects utilizing the KYC/AML/REGTECH services are to be approved by OcularKYC in its sole discretion and Prospects will be able to utilize the KYC/AML/REGTECH services effective only upon such approval. Therefore, Reseller will not make any promise to or create any impression with a prospective Prospect that it will be approved prior to OcularKYC's review and approval. Further, Reseller acknowledges that all aspects of the KYC/AML/REGTECH services are subject to the management and approval of OcularKYC and Reseller shall make no representations to the contrary.

1.03. KYC/AML/REGTECH Services Agreement. Prospects will be presented by OcularKYC or Reseller with an online or written application and/or agreement that will govern the relationship between the Prospects and OcularKYC in regard to the KYC/AML/REGTECH services ("Prospect Agreement, Terms of Use and / or KYC/AML/REGTECH Services Agreement"). Reseller shall use only that form of Agreement that has been approved and supplied by OcularKYC. Reseller shall not make any changes or modifications to any Agreement without the prior written consent of OcularKYC. OcularKYC reserves the right to amend or change in any manner the agreements between Prospects and OcularKYC to be used by Reseller, including changes to any and all fees due from Prospects for any services that are not included in Resellers monthly unlimited usage tiered pricing program.

1.05. Independent Contractors. The relationship of OcularKYC and Reseller is that of independent contractors. Neither Reseller nor Reseller's employees, consultants, contractors or agents are agents, employees, partners or joint ventures of OcularKYC, nor do they have any authority to bind OcularKYC by contract or otherwise to any obligation. They will not represent to the contrary, either expressly, implicitly, by appearance or otherwise.



1.06. Compliance With Laws. Reseller will comply with all applicable international, national, state, regional and local laws and regulations in performing its duties hereunder and in any of its dealings with respect to the KYC/AML/REGTECH services.

1.07. Reseller Covenants. Reseller will: (i) conduct business in a manner that reflects favorably at all times on the KYC/AML/REGTECH services and the good name, good will and reputation of OcularKYC; (ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to OcularKYC, the KYC/AML/REGTECH services or the public; (iii) make no false or misleading representations with regard to OcularKYC or the KYC/AML/REGTECH services; (iv) not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to OcularKYC or the KYC/AML/REGTECH services; (v) promote proper use of KYC/AML/REGTECH services, and (v) make no representation, warranties or guarantees to potential Prospects with respect to the specifications, features or capabilities of the KYC/AML/REGTECH services that are inconsistent with the literature distributed by OcularKYC.

## **SECTION TWO - THE KYC/AML/REGTECH SERVICES**

2.01. Providing the KYC/AML/REGTECH services. During the respective term of each agreement entered by a Prospect and OcularKYC as a result of Reseller's efforts under this Agreement, if such Prospect is current in payment of the monthly gateway fee, and is otherwise not in default under its respective agreement, OcularKYC shall provide the KYC/AML/REGTECH services for the benefit of such Prospect. In doing so, OcularKYC shall use commercially reasonable efforts to provide the KYC/AML/REGTECH services and maintain them in an uninterrupted and error-free fashion consistent with its practices in effect as of the date of this Agreement. However, the parties acknowledge that KYC/AML/REGTECH services are a computer network based service which may be subject to outages and delay occurrences. In such an event, OcularKYC shall use commercially reasonable efforts to diligently and promptly remedy any and all material interruptions. OcularKYC will further provide adjustment, repairs and replacements within its capacity from time to time that are necessary to enable KYC/AML/REGTECH services to perform its intended function in a reasonable manner. Nonetheless, OcularKYC will not be liable in any manner for any interruptions, outages, or other delay occurrences relating to the KYC/AML/REGTECH services.

2.02. Installing the KYC/AML/REGTECH services. Reseller will be responsible for integration of the KYC/AML/REGTECH services into the Prospect(s) operating systems for all Prospect(s) that are approved by OcularKYC for the KYC/AML/REGTECH services. Reseller agrees to stay current with respect to information concerning the KYC/AML/REGTECH services and, where appropriate, attend OcularKYC's training with respect to the KYC/AML/REGTECH services. Reseller can also elect to have OcularKYC white label its customer service and or support to Resellers brand for an additional cost.



### SECTION THREE - PAYMENT OF FEES

3.01. Fees. During any period of time in which this Agreement remains in full force and effect, compensation to Reseller will be paid as set forth in the attached Exhibit A and/or Exhibit B and/or Exhibit C which is made a part of this Agreement. The compensation plan set forth in Exhibit A and/or Exhibit B and/or Exhibit C shall be held in strict confidence by Reseller. OcularKYC shall have the right to change the compensation plan as set forth in Exhibit A and/or Exhibit B and/or Exhibit C at any time in its sole discretion by providing ten (10) days' notice to Reseller. Reseller authorizes OcularKYC to deposit funds directly into Reseller's authorized bank deposit account, and OcularKYC will automatically deduct all amounts for Reseller's obligations under this Agreement.

3.02. Offset Rights, Security Interests. OcularKYC shall have the right of offset against any funds credited to or owing from OcularKYC to Reseller for any obligation of Reseller to OcularKYC, including, without limitation, obligations of Reseller under this Agreement. This right of offset may be exercised by OcularKYC at any time and without notice to Reseller whether or not the obligations of Reseller to OcularKYC are then due. As security for all existing and future obligations of Reseller to OcularKYC, Reseller hereby grants to OcularKYC a security interest in all money, instruments and other property of Reseller that may now or hereafter be held by OcularKYC, all deposit accounts of Reseller now or hereafter arising, all rights and interests of Reseller under this Agreement, and all rights of Reseller to receive compensation hereunder.

### SECTION FOUR - TERM AND TERMINATION

4.01. Term. The initial term of this Agreement shall be for a period of three (3) month, commencing on the date first set forth below. This Agreement shall thereafter be automatically renewed for additional terms of one (1) month each unless either party notifies the other no later than ninety (90) days prior to the end of the current term that it does not wish to renew this Agreement.

4.02. Default. Either party shall have the right to terminate this Agreement at any time if:

(a) the other party breaches any of the provisions of this Agreement and fails to cure such breach within thirty (30) days of its receipt of written notice thereof from the non-breaching party; or

(b) the other party (i) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (ii) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or assignment or composition for the benefit of creditors.



4.03. Failure to Comply with Rules. OcularKYC may immediately terminate this Agreement for any material default knowingly or intentionally caused by Reseller with respect to its obligations to comply with OcularKYC policies or rules if OcularKYC reasonably determines that the default is of such a serious nature that an opportunity to cure such default is not practical or warranted. OcularKYC may, at its sole discretion, effect such termination upon delivery of written notice to Reseller without regard to any provisions for cure of default.

4.04. Regulatory Demand. If Visa, MasterCard, NACHA or any federal, state or other type of regulatory agency having jurisdiction over the subject matter of this Agreement makes a demand that either OcularKYC or any of its vendors discontinue or substantially modify any of the KYC/AML/REGTECH services, either party in its sole discretion may terminate this Agreement upon written notice to the other, in which case neither party shall be deemed to be in default by reason of such termination.

4.05. Early Termination Penalty. An early termination fee will apply if Reseller terminates this agreement for any reason prior to the current term of the agreement. The early termination fee is equal to 30 days of the monthly minimum currently being billed at the time of notice by the Reseller regarding their termination.

## **SECTION FIVE - OBLIGATIONS.**

5.01. Confidential Information. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the KYC/AML/REGTECH services and the knowhow, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party. Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by the disclosing party; (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party's obligations under this section or by breach of a third party's confidentiality obligations; (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party's confidentiality obligations; or (iv) is independently developed by the receiving party. As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party's Confidential Information; (ii) not use the disclosing party's Confidential Information in any fashion except to perform its duties hereunder or with the disclosing party's express prior written consent; (iii) disclose the disclosing party's Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the receiving party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary





precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The receiving party shall promptly notify the disclosing party of any unauthorized disclosure or use of the Confidential Information. The receiving party shall cooperate and assist the disclosing party in preventing or remedying any such unauthorized use or disclosure.

5.02. Indemnification. Reseller agrees to indemnify, defend, and hold harmless OcularKYC, its employees or agents from and against any loss, liability, damage, penalty or expense (including attorneys' fees, expert witness fees and cost of defense) they may suffer or incur as a result of (i) any failure by Reseller or any employee, agent or affiliate of Reseller to comply with the terms of this Agreement; (ii) any warranty or representation made by Reseller to OcularKYC being false or misleading; (iii) any representation or warranty made by Reseller or any employee or agent of Reseller to any third person other than as specifically authorized by this Agreement, or (iv) any losses on ACH transactions or credit card transactions for Prospects submitted by Reseller to OcularKYC.

5.03. Disclaimer of All Warranties. THE KYC/AML/REGTECH SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. OcularKYC DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, TO RESELLER AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF PROSPECTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OcularKYC OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF OcularKYC' OBLIGATIONS.

5.04. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE KYC/AML/REGTECH SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL OcularKYC'S TOTAL LIABILITY TO RESELLER OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY RESELLER UNDER THIS AGREEMENT REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE.



5.05. Taxes. Reseller shall pay, indemnify and hold OcularKYC harmless from (i) any sales, use, excise, import or export, value-added, or similar tax or duty, and any other tax or duty not based on OcularKYC' income, and (ii) all government permit fees, customs fees and similar fees which OcularKYC may incur with respect to this Agreement. Such taxes, fees and duties paid by Reseller shall not be considered a part of, a deduction from, or an offset against, payments due to OcularKYC hereunder.

5.06. Reseller represents and warrants to OcularKYC as follows:

(a) Reseller has the full power and authority to execute, deliver and perform this Agreement. This Agreement is valid, binding and enforceable against Reseller in accordance with its terms and no provision requiring Reseller's performance is in conflict with Reseller's obligations under any charter or any other agreement (of whatever form or subject) to which Reseller is a party or by which it is bound.

(b) If other than a sole proprietorship, Reseller is duly organized, authorized and in good standing under the laws of the state of its organization and is duly authorized to do business in all other states in which Reseller's business make such authorization necessary or required.

(c) Except as otherwise disclosed in writing by Reseller to OcularKYC on or before the effectiveness of this Agreement, neither Reseller nor any principal has been subject to any (i) criminal conviction (excluding traffic misdemeanors or other petty offenses); (ii) bankruptcy filings; (iii) Internal Revenue Service liens; (iv) federal or state regulatory administrative or enforcement proceedings; or (v) restraining order, decree, injunction or judgment in any proceeding or lawsuit alleging fraud or deceptive practices.

5.07. Audit Rights. OcularKYC shall have the right, at its sole cost and expense, to have an independent certified public accountant, conduct during normal business hours and not more frequently than annually, an audit of the appropriate records of Reseller to verify the volume of KYC/AML/REGTECH services licensed or otherwise distributed by Reseller and Reseller's calculation of amounts payable to OcularKYC therefore in the case where the Agreement specifies that Reseller is required to make payments to OcularKYC with respect to KYC/AML/REGTECH services. If the amounts accrued are different than those reported, Reseller will be invoiced or credited for the difference, as applicable. Any additional amounts shall be payable within thirty (30) days of such invoice. If the deficiency in the amounts paid by Reseller is greater than five percent (5%) of the amounts reported by Reseller for any reporting period, Reseller will pay the reasonable expenses associated with such audit, in addition to the deficiency.

5.08. Non-Solicitation of Prospects. Neither party shall without prior written consent (which consent may be withheld in either parties sole and absolute discretion), shall not knowingly cause or permit any of their employees, agents, principals, affiliates, subsidiaries or



any other person or entity (i) to solicit or provide services that compete with the other parties Services to any Prospect that has been accepted by either party; (ii) to solicit or otherwise cause any Prospect that has been accepted by either party or its vendors to terminate its participation in any of the other parties Services; or (iii) to solicit or market services to any Prospect that is already directly or indirectly provided any of the KYC/AML/REGTECH services by OcularKYC, whether or not such are provided under the terms of this Agreement. This section shall apply during the term of this Agreement and for five (5) years after any termination, cancellation or expiration of this Agreement. Either Party will remain responsible to the other party for resulting damages from such prohibited solicitation.

5.09. Trademarks. Subject to the limitations in this Agreement, OcularKYC grants Reseller the nonexclusive right and license to use OcularKYC' trademarks (the "Trademarks") during the term of this Agreement solely in conjunction with the marketing, promotion and resale of the KYC/AML/REGTECH services. OcularKYC grants no rights in the Trademarks or in any other trademark, trade name, service mark, business name or goodwill of OcularKYC except as licensed hereunder or by separate written agreement of the parties. Reseller agrees that it will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any Trademark or any other trademark, trade name or product designation belonging to or licensed to OcularKYC (including, without limitation registering or attempting to register any Trademark or any such other trademark, trade name or product designation). During the term of this Agreement, Reseller agrees not to use any trademark, trade name or product name confusingly similar to a trademark, trade name or product name of OcularKYC, except for the Trademarks expressly licensed hereunder. Upon expiration or termination of this Agreement, Reseller will immediately cease all display, advertising and use of all of the Trademarks and will not thereafter use, advertise or display any trademark, trade name or product designation which is, or any part of which is, similar to or confusing with any Trademark or with any trademark, trade name or product designation associated with OcularKYC or any of OcularKYC' products and services.

5.10. Intellectual Property. "Intellectual Property" means all of the following owned by a party: (i) trademarks and service marks (registered and unregistered) and trade names, and goodwill associated therewith; (ii) patents, patentable inventions, computer programs, and software; (iii) databases; (iv) trade secrets and the right to limit the use or disclosure thereof; (v) copyrights in all works, including software programs; and (vi) domain names. The rights owned by a party in its Intellectual Property shall be defined, collectively, as "Intellectual Property Rights." Other than the express licenses granted by this Agreement, OcularKYC grants no right or license to Reseller by implication, estoppel or otherwise to the KYC/AML/REGTECH services or any Intellectual Property Rights of OcularKYC. Each party shall retain all ownership rights, title, and interest in and to its own products and services (including in the case of OcularKYC, in the KYC/AML/REGTECH services) and all intellectual property rights therein, subject only to the rights and licenses specifically granted herein. OcularKYC (and not Reseller) shall have the sole right, but not the obligation, to pursue copyright and patent





protection, in its sole discretion, for the KYC/AML/REGTECH services and any Intellectual Property Rights incorporated therein. Reseller will cooperate with OcularKYC in pursuing such protection, including without limitation executing and delivering to OcularKYC such instruments as may be required to register or perfect OcularKYC's interests in any Intellectual Property Rights and any assignments thereof. Reseller shall not remove or destroy any proprietary, confidentiality, trademark, service mark, or copyright markings or notices placed upon or contained in any materials or documentation received from OcularKYC in connection with this Agreement.

## **SECTION SIX - GENERAL PROVISIONS**

6.01. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall nevertheless continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.

6.02. Drafting. No provision of this Agreement shall be construed against any party merely because that party or counsel drafted or revised the provision in question. All parties have been advised and have had an opportunity to consult with legal counsel of their choosing regarding the force and effect of the terms set forth herein. This Agreement shall be deemed to be jointly prepared by the parties and therefore any ambiguity or uncertainty shall be interpreted accordingly.

6.03. Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

6.04. Assignment. Neither party shall assign, delegate, subcontract, license, franchise, or in any manner attempt to extend to any third party any right or obligation under this Agreement except as otherwise permitted herein without the prior written consent of the other party; provided, however, OcularKYC may assign this Agreement and its rights hereunder to a purchaser of all or substantially all of its assets or stock.

6.05. Amendments. Except as otherwise provided in this Agreement, no provision of this Agreement may be amended, modified or waived except by a written agreement signed by both parties.

6.06. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and given by personal delivery, telecopy (confirmed by a mailed copy), or first class mail, postage prepaid, sent to the addresses set forth herein.



6.07. Section Headings: The section headings contained in this Agreement are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Agreement.

6.08. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

6.09. Entire Agreement; Binding Effect. This Agreement, including all schedules, exhibits and attachments thereto, sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

6.10. Jurisdiction; Venue; Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California (irrespective of its choice of law principles). The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in the United States District Court for the Central District of California or the Superior Court in and for the County of Los Angeles. Each party hereby agrees that such courts shall have exclusive personal jurisdiction and venue with respect to such party, and each party hereby submits to the exclusive personal jurisdiction and venue of such courts.

6.11. Attorney's Fees. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including expert witness fees and fees on any appeal

6.12. Survival. All representations, covenants and warranties shall survive the execution of this Agreement, and sections 3.02, 5.01, 5.02, 5.03, 5.04, 5.05, 5.07, 5.08, 5.09 and 5.10 shall survive termination of this Agreement.



IN WITNESS THEREOF, this agreement has been duly executed by the parties hereto, effective as of the date and year first above written.

DATED: \_\_\_\_\_, 2019

OcularKYC

By: \_\_\_\_\_

\_\_\_\_\_  
Name & Title

DATED: \_\_\_\_\_, 2019

"Reseller"

By: \_\_\_\_\_

\_\_\_\_\_  
Name & Title



**EXHIBIT B**

## All Inclusive Pricing

**Private Label fees:**

Set-Up Cost: 1499.00 USD (*one-time*)

Maintenance Cost: 499.00 USD / month

**Reseller Support Services**

Hourly support and training services are billed at \$135.00 per hour plus expenses to the Reseller.

Onsite training and support services are billed at \$800 per day plus expenses. Minimum two days.

**OcularKYC - Partner Private Label Support Options**

Level 1 - Branded Support - Available 6am EST to 6pm PST - Five days per week.

Includes 800# and email branded support staffed by OcularKYC support personnel delivering support under the clients branding.

Cost: \$4,700 per month.

Level 2 - Escalation Support - Available 6am PST to 6pm PST - Five days per week

Escalated telephone and email support to partner support personnel.

Cost: \$35 per instance.

Dedicated Staff for level 2 technical support \$5800 per month per staff member. Minimum staff requirements is two full time staff members to cover support hours of 6am EST to 6pm PST.

Partner Support

Training and Partner support available at no cost during the first 90 days and thereafter is \$15 per instance.



**Revenue Share::**

- PROPRIETARY SERVICES: 30% of the gross revenue shall be paid (monthly) to the Private Label Company Name for the life of the client (which shall survive account terminations by either party);
  - OMNI-CHANNEL ON•BOARDING™
    - Desktop and Mobile-friendly (via HTML5);
    - Android-Native (via Amazon App Store and Google Play App Store);
    - iOS-Native (via Apple App Store)
  - Global•KYC™
    - Persistent Scanning for "Negative News Footprint"
    - Persistent Scanning for "Negative Internet Footprint"
  - Essential•AML™
    - Persistent Scanning of 40+ Watchlists (e.g., OFAC, PEPs, etc.);
  - Biometric•AML™
    - Persistent Scanning of 4+ Face-Biometric-Enhanced Watchlists (e.g., FBI, Interpol, etc.);
  - Intel•SPIDER (*AI-Driven Persistent Monitoring*)
- 3RD PARTY SERVICES: 30% of any sale value over the wholesale "BASE";
  - PCI-Compliant Profile Hosting Management (*via IBM Blue Cloud a/o Amazon Web Services*)
  - SMS Verification (*via TWILIO*)
  - Reverse Telephone Number Lookup (*via Whitepages PRO*)
  - Credit Checks (*via Experian*)
  - Criminal Background Checks (*via LexisNexis*)
  - Transaction Processing / Monitoring (*via IBM Financial Services*)
  - Profile Diligence (*via Thomson Reuters KYC as a Service*)

