

WORDEGO RESELLER PROGRAM AGREEMENT

This Wordego Reseller Program Agreement ("**Agreement**") is entered into by and between Wordego Inc, a corporation organized under the laws of the State of Delaware, with its principal office at 222 W Merchandise Mart Plaza, Suite 1212, Chicago, IL, 60654, USA ("**Company**"), and the entity or individual identified below ("**Reseller**") on ****/****/**** ("**Effective Date**").

Hereinafter, the Company and the Reseller may be referred to individually as a "**Party**" and collectively as the "**Parties**".

1. PARTIES

Company:	Wordego Inc.	Reseller:	*****
Address:	222 W Merchandise Mart Plaza Suite 1212, Chicago, 60654, IL, USA	Address:	*****
Officer:	Dr. Okan Erol	Officer:	*****
Title:	President & CEO	Title:	*****
Email:	okan@wordego.com	Email:	*****

2. DEFINITIONS

- 2.1. **Brand Elements:** Brand Elements refers to the trademarks, service marks, names, logos, marketing collateral, or similar materials provided by the Company for use under this Agreement.
- 2.2. **Customer:** The Customer is the person or entity to whom the Reseller markets and sells the Services, using the Services as an end-user, without reselling, redistributing, sharing, transferring, or using the Services to provide services to others.
- 2.3. **Customer Data:** The Customer Data refers to the Customer's tag management system (Google Tag Manager) data and any other data provided by the Customer.
- 2.4. **Force Majeure:** Force Majeure encompasses extraordinary events and factors beyond the Parties' reasonable control, including but not limited to wars, acts of terrorism, strikes, civil commotions, embargoes, natural disasters, pandemics, quarantine restrictions, internet failures, or events or factors caused by government agencies, business partners, trading partners, or service providers.
- 2.5. **Services:** The Services encompasses the full suite of the Company's services as described in Exhibit A.
- 2.6. **Service Agreement:** The Service Agreement refers to the then-current version of the Company's agreements regarding the provision of the Services.
- 2.7. **Web Store:** The Web Store refers to the Customer's website or websites, utilizing the Services.

3. RIGHTS AND RESTRICTIONS

- 3.1. **Rights:** Subject to the provisions of this Agreement and during the Term, the Company grants the Reseller a non-transferable, non-sublicensable, and non-exclusive right to market and sell the Services to Customers for use on their Web Store under a Service Agreement. These rights include but are not limited to a) actively identifying and engaging potential Customers to promote and sell the Services; b) providing potential Customers with accurate and detailed information about the Services, including their features, benefits, and pricing as provided by the Company; c) organizing and conducting demonstration meetings with potential Customers to showcase the Services; d) maintaining post-sale communication with Customers to support proper use of the Services, resolve issues in coordination with the Company, and enhance Customer satisfaction. The Reseller may not market or sell the Services for further use, resale, redistribution, sharing, or transfer by third parties.
- 3.2. **Restrictions:** The Reseller will not a) use the Services to develop similar or competing products or services; b) reverse engineer, decompile, disassemble, or modify the Services; c) attempt to discover the Services' source code, object code, underlying structure, know-how, or algorithms; d) create derivative works of the Services; e) copy any element of the Services; or f) remove, obscure, or modify any proprietary or other notices in the Services. The Reseller agrees to indemnify the Company for any damage, loss, and expense regarding the preceding violations.
- 3.3. **Identification:** During the Term, the Company grants the Reseller the right to use the Company's Brand Elements solely to identify itself as a Company Reseller in connection with authorized activities. The Reseller will clearly identify the Company as the developer or provider of the Services and will not a) register or acquire domain names containing terms similar to the Services or the Company's domains; b) challenge or assist in challenging the

Company's trademark rights in the Brand Elements; c) attempt to register trademarks confusingly similar to the Brand Elements; or d) use the Brand Elements except as expressly permitted in this Agreement.

- 3.4. **Non-Exclusive:** The rights granted to the Reseller are non-exclusive. Nothing in this Agreement will prohibit the Company from entering into reseller, referral, affiliate, contractor, license, services, or other agreements with any party worldwide, either during or after the Term.

4. DUTIES AND OBLIGATIONS

- 4.1. **Execution of Services:** In accordance with the then-current Service Agreement, the Company will a) regularly analyze and process Customer Data; b) set up the Services on the Customer's Web Store, ensuring real-time operation; c) customize the Services' types and contents for the Customer; d) provide technical support to the Customer as needed.
- 4.2. **Documentation and Marketing Materials:** The Company will supply electronic documentation and marketing materials in English, including but not limited to product sheets, presentations, case studies, and promotional literature, as deemed appropriate. The Reseller will use the most current version of these materials for marketing and sales and may translate them into local languages at its expense. The Reseller will indemnify the Company against claims related to translated materials caused by the Reseller's negligence or willful misconduct.
- 4.3. **Reseller Conduct:** The Reseller must a) represent the Company and the Services positively and professionally; b) refrain from disparaging the Services or engaging in misleading, deceptive, illegal, or unethical conduct; c) avoid making representations or commitments about the Services inconsistent with the Company's descriptions.
- 4.4. **Customer Approval:** The Reseller must register each Customer on the Company's CRM platform before marketing or selling the Services. The Company retains sole discretion to approve or disapprove each Customer prior to any marketing or selling activities, in accordance with the Customer Eligibility Criteria outlined in Exhibit A.
- 4.5. **Service Agreements and Warranties:** The Reseller must ensure that each Customer enters into the relevant Service Agreement before using the Services. The Reseller may not alter, negotiate, or remove the terms of the Service Agreement or make any warranties or representations on the Company's behalf.
- 4.6. **Pricing, Invoicing, and Payment:** The procedures for the Customers' and Reseller's pricing, invoicing, and payment for the Services are outlined in Exhibit A.
- 4.7. **Costs, Expenses, and Taxes:** Each Party will bear and pay their respective costs, expenses, and taxes related to the execution, delivery, and performance of this Agreement.
- 4.8. **Technical Support:** The Reseller does not have the right to provide technical support to Customers. Technical support will only be provided by the Company.
- 4.9. **Records and Audit:** The Reseller must maintain accurate and complete records of all activities conducted under this Agreement. Upon the Company's written request, the Reseller will provide evidence of these records to ensure compliance with the Agreement.
- 4.10. **Company Sources:** The Company may grant the Reseller access to internal software, systems, email networks, or Customer Data ("**Company Sources**") at its discretion. Access and use of the Company Sources are limited to the Reseller's activities under this Agreement and subject to the Confidential Information obligations in Section 7.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. **Intellectual Property Rights and Ownership:** Except as expressly outlined in this Agreement, neither Party grants any rights or licenses to the other. The Services, encompassing content, information, and copies, are protected by copyright and intellectual property laws. The Company retains all rights, title, and interest in the Services, underlying software, and all improvements, updates, modifications, and enhancements thereof, including all intellectual property rights, copyrights, trade secrets, trademarks, service marks, goodwill, and confidential and proprietary information. The Reseller will not acquire any ownership rights in these assets.
- 5.2. **Feedback:** Should the Reseller provide feedback about the Services ("**Feedback**"), the Company may use it without restriction. This includes any Feedback originating from a Customer and subsequently submitted to the Company by the Reseller.

6. WARRANTIES AND INDEMNIFICATION

- 6.1. **Warranties:** Each Party represents and warrants that a) they have the legal power and authority to enter into and perform this Agreement; b) their execution and performance will not violate any other agreement to which they are a party; and c) they will comply with all applicable laws in connection with their performance under this Agreement.

- 6.2. **Indemnification:** Each Party will defend, indemnify, and hold the other Party (including its officers, directors, employees, representatives, resellers, referrals, affiliates, and agents) harmless against third-party claims, losses, liabilities, damages, costs, or expenses, arising from or related to their breach or alleged breach of this Agreement.

7. CONFIDENTIAL INFORMATION AND NON DISCLOSURE

- 7.1. **Confidential Information:** Confidential Information refers to all software, documentation, data, code, algorithms, designs, inventions, business methods, innovations, and all administrative, commercial, financial, and technical information, whether disclosed in writing, verbally, or electronically by one Party to the other Party. Confidential Information also includes Customer Data as defined under this Agreement, as well as any other proprietary or non-public business-related information shared during the course of this Agreement. Information that is publicly available, independently developed without reliance on disclosed materials, or lawfully obtained from a third party without confidentiality obligations shall not be considered Confidential Information.
- 7.2. **Obligations of the Parties:** Each Party agrees, declares, and undertakes to maintain the confidentiality of all Confidential Information received from the other Party and to use it solely for fulfilling its obligations under this Agreement. The receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the disclosing Party. The receiving Party shall take reasonable measures to protect the secrecy of the Confidential Information, ensuring that it is not used, copied, or shared beyond what is strictly necessary for the execution of this Agreement. The receiving Party shall apply at least the same level of care that it employs to protect its own confidential information of a similar nature.
- 7.3. **Legal Disclosure Exceptions:** If the receiving Party is required to disclose any Confidential Information due to a valid and binding legal obligation, court order, or regulatory requirement, it shall, if legally permissible, provide the disclosing Party with prompt written notice to allow for protective measures to be taken. In such cases, the receiving Party shall disclose only the minimum required information and shall continue to protect all other Confidential Information as far as legally possible.
- 7.4. **Deletion of Confidential Information:** Upon termination of this Agreement, each Party shall cease using the other Party's Confidential Information and, within 30 (thirty) days, delete any retained Confidential Information, except where retention is required for legal, regulatory, or compliance purposes. Any retained Confidential Information shall remain subject to the confidentiality obligations in this Agreement.

8. TERM AND TERMINATION

- 8.1. **Term:** This Agreement is effective as of the Effective Date and continues for an initial term of 1 (one) year ("**Term**"). It will automatically renew for successive 1 (one) year periods unless either Party provides notice of non-renewal at least 30 (thirty) days before the current Term ends.
- 8.2. **Termination:** Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within 15 (fifteen) days after receiving notice of such breach.
- 8.3. **Consequences of Termination:** Upon expiration or termination, the Reseller must cease all marketing and sales activities related to the Services and discontinue the use of Brand Elements.
- 8.4. **Survival:** Following termination, any Service Agreements granted before termination will survive under the terms of the applicable Service Agreement, with no extensions or renewals without the Company's prior written consent. Additionally, sections 2. Definitions; 3.2. Restrictions; 3.3. Identification; 3.4. Non-Exclusive; 4.2. Documentation and Marketing Materials; 4.3. Reseller Conduct; 4.7. Costs, Expenses, and Taxes; 4.9. Records and Audit; 4.10. Company Sources; 5. Intellectual Property Rights; 6. Warranties and Indemnification; 7. Confidential Information and Non-Disclosure; 8.3. Consequences of Termination; 8.4. Survival; 9. General Provisions; Exhibit A; and all other essential parts of the Agreement will continue to remain in effect.

9. GENERAL PROVISIONS

- 9.1. **Independent Contractors:** The Parties are independent contractors. This Agreement does not constitute either Party as a partner of the other or create any other form of legal association that would give either Party the express or implied right, power, or authority to create any duty or obligation on behalf of the other Party.
- 9.2. **Entire Agreement:** This Agreement constitutes the entire, complete, and exclusive agreement between the Parties, superseding all prior written or oral agreements, contracts, and communications concerning the subject matter hereof.
- 9.3. **Amendment:** No modification or amendment to this Agreement, in whole or part, will be effective without the written consent of both Parties.
- 9.4. **Assignment:** Neither Party may assign, transfer, or license this Agreement to third parties without the other Party's written consent.

- 9.5. **Severability:** If any provision of this Agreement is held to be void, invalid, illegal, or unenforceable, it will be severed from the Agreement. The remaining provisions will continue in full force and effect. The Parties will negotiate in good faith to substitute a valid, legal, and enforceable provision for the invalid, illegal, or unenforceable provision.
- 9.6. **Delays or Omissions:** No delay or omission in exercising any right upon a breach of this Agreement by the other Party will impair such right, nor will it be construed as a waiver of the breach.
- 9.7. **Force Majeure:** Neither Party will be liable for any delay or failure in performing their rights and obligations, directly or indirectly caused by Force Majeure, for the duration of such Force Majeure.
- 9.8. **Notifications:** All notifications under this Agreement must be in writing and will be considered sufficiently made if a) personally delivered against signature; b) sent to the Parties' registered addresses by overnight courier with tracking capability or by certified mail; or c) sent by email with return receipt.
- 9.9. **Governing Law and Dispute Resolution:** This Agreement will be governed by the laws of the State of Delaware, without regard to conflict of law provisions. Any dispute arising from this Agreement will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in Dover, Delaware, United States of America.

EXHIBIT A

This Exhibit A constitutes an integral and inseparable part of the Wordego Reseller Program Agreement ("**Agreement**"). During the Term of the Agreement, the Parties may modify or amend this Exhibit A in whole or in part, with mutual written consent. Such modification or amendment will not affect the validity of any Agreement provisions, nor its Term.

10. COMPANY SERVICES

- 10.1. **Wordego Web App:** Wordego Web App is the Company's proprietary artificial intelligence-driven visitor analytics platform, providing online businesses in-depth insights into visitor value. Utilizing advanced artificial intelligence, the Wordego Web App processes Customer Data to segment visitors in real-time into categories like Gold, Silver, Bronze, and Copper, enabling online businesses to tailor their marketing and advertising strategies based on this data with precision.
- 10.2. **Wordego Shopify App:** Wordego Shopify App is the Company's proprietary artificial intelligence-driven visitor analytics platform, specifically designed for Shopify-hosted ecommerce businesses. It seamlessly integrates with Customer Web Stores via Shopify APIs and analyzes Customer Data using artificial intelligence technology to segment visitors in real-time such as Gold, Silver, Bronze, and Copper, enabling businesses to precisely tailor their marketing and advertising strategies.

11. CUSTOMER ELIGIBILITY CRITERIA

- 11.1. **Customer Exclusivity:** The Customer must neither be an existing Customer of the Company nor be included in the Company's reseller, referral, or affiliate partner portfolios.
- 11.2. **Business Conduct:** The Web Store must be a legal and reputable online store, and it must not engage in the sale of any items that are illegal, unethical, harmful, or pornographic.
- 11.3. **Operational Requirements:** The Web Store must have been operational for at least 6 (six) months. Additionally, the Web Store must receive a monthly traffic of at least 100,000 (one hundred thousand) visitors.
- 11.4. **Language Requirements:** The Web Store's primary selling language must be one of the following languages: English, German, French, Spanish, Italian, Portuguese, Polish, or Turkish.
- 11.5. **Currency Requirements:** The Web Store's primary selling currency must be one of the following currencies: AED, ARS, AUD, BRL, CAD, CHF, CLP, COP, EUR, GBP, INR, MXN, NZD, PEN, PKR, PLN, SGD, TRY, USD.

12. PRICING, INVOICING, AND PAYMENT

- 12.1. **Customer Pricing, Invoicing, and Payment:** Customer pricing for both the Wordego Web App and Wordego Shopify App shall follow the Company's standard pricing plans as provided in marketing materials. The Reseller must adhere to these prices when quoting Customers, unless prior written approval from the Company. Invoicing and payment collection from Customers vary by product as follows:
- a) **Wordego Web App:** The Reseller will invoice the Customers for the Services, in full compliance with each Customer's Service Agreement. The Reseller is solely responsible for collecting all fees from the Customers.
- b) **Wordego Shopify App:** Due to Shopify's payment processing requirements, the Company will collect all fees directly from Customers via Shopify, which deducts its own fees and remits the net revenue to the Company. The Reseller will not invoice or collect payments from Customers for this Service.

12.2. Reseller Pricing, Invoicing, and Payment: For Wordego Web App, the Company will invoice the Reseller in United States Dollars for each Customer on the last day of each month, with a 15 (fifteen) day payment term. Each invoice will amount to 2/3 (two-thirds) of the net revenue generated by the Reseller from the Customer through the use of the Services on the Customer's Web Store. The net revenue is exclusive of any applicable taxes, as any taxes collected from the Customer are remitted directly to the appropriate government authorities and are not considered part of the Reseller's net revenue. The net revenue will be calculated and confirmed through direct invoices made to the Customer on a monthly basis.

If the Reseller is a U.S.-based entity, the Company will include applicable sales taxes on its invoices unless the Reseller provides a valid resale certificate exempting the transaction from sales tax. If the Reseller is a non-U.S.-based entity, the Company will invoice the Reseller exclusive of any taxes.

For currency conversions, the [European Central Bank Statistical Data Warehouse](#) exchange rates will be applicable.

The Reseller will make all payments to the Company in United States Dollars or other accepted currencies explicitly stated by the Company on the invoice, via PayPal or bank transaction. If an invoice remains unpaid as of the due date, the Company reserves the right to suspend the provision of the Services until the payment is received and to charge interest from the due date at a maximum rate permitted by law.

12.3. Company Pricing, Invoicing, and Payment: For Wordego Shopify App, the Reseller will invoice the Company in United States Dollars for each Customer on the last day of each month, with a 15 (fifteen) day payment term. Each invoice will amount to 1/3 (one-third) of the net revenue generated by the Company from the Customer through the use of the Services on the Customer's Web Store. The net revenue is exclusive of any applicable taxes, as any taxes collected from the Customer are remitted directly to the appropriate government authorities and are not considered part of the net revenue. The net revenue for each Customer will be calculated and confirmed through Shopify reporting and will be transparently reported on the Company's CRM platform on a monthly basis.

If the Reseller is a U.S.-based entity, they will include applicable sales tax when invoicing the Company, unless the Reseller determines that their service is not subject to sales tax under applicable state laws. If the Reseller is a non-U.S.-based entity, they will invoice the Company solely for the services without any additional taxes.

For currency conversions, the [European Central Bank Statistical Data Warehouse](#) exchange rates will be applicable.

The Company will make all payments to the Reseller in United States Dollars, via PayPal or bank transaction, within 15 (fifteen) days of receiving the invoice. A minimum balance of 100 (one hundred) United States Dollars is required for payouts. Any balance below this amount will be carried over to the next payment period.

AUTHORIZED SIGNATURES

Company

Reseller