CRITECH MULTIPURPOSE VENTURES
(BN 2530136)

PREPARED BY

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CONTRACT AGREEMENTS BETWEEN CRITECH MULTIPURPOSE VENTURES AND
INTERNATIONAL MICROFINANCE ORGANIZATION NETWORK (IMON) ON THE DEVELOPMENT OF LMS CROWDFUNDING SYSTEM WITH 10 VIDEO CLIPS

AGREEMENT made as of the 25th day of April, 2018 by and between CriTech Multipurpose Ventures (CMV), with its office at Excellent Bus-stop, Opposite RBK Filling State, Off Olojuoro Road, Ibadan, Nigeria with Reg. Code (BN 2530136) and International Microfinance Organization Network (IMON) with an office located at 1101 Connecticut Ave NW Suite 405, Washington DC 20036, USA. ("Customer").

The Customer and CMV agree that CMV shall perform software development services and Video Shooting Service for the Customer and that such work shall be provided in accordance with the following terms and conditions:

1.   **DEFINITIONS**

As used in this document the following terms shall have the meanings set forth below:

(1.1)   "Acceptance" shall have the meaning stated in Section 8 of this Agreement.

(1.2)   "Acceptance Test" shall mean the testing process for the COMPUTER PROGRAM performed in accordance with the Test Plans, as specified in Section 8 of this Agreement.

(1.3)   "Agreement" shall mean this agreement, any attached exhibits or schedules and any amendments to this Agreement which are in writing and signed by both parties.

(1.4)   "COMPUTER PROGRAM" shall mean the LMS Crowd-funding software program and Documentation identified in Sections 2.1 (c) and 3, respectively, of this Agreement individually or collectively, together with all amendments enhancements and modifications thereto which have been accepted by Customer.

(1.5) "Documentation" shall mean the documents identified in Section 3 of this Agreement.

(1.6) "Error" shall mean an error in the code of the COMPUTER PROGRAM which prevents the COMPUTER PROGRAM from operating in all material respects in accordance with the Documentation and the RFP.

(1.7) "Functional Specification" shall have the meaning given it in Section 3.1 (a) of this Agreement.

(1.8) "Hardware" shall mean the computer equipment identified in **Schedule "G"** to this Agreement.

(1.9) "Installation" shall have the meaning given it in Section 7.3 of this Agreement.

(1.10) "Installation Site" shall mean Customer's official website above stated.

(1.11) "System Design Specification" shall have the meaning given it in Section 3.1 (b) of this Agreement.

(1.12) "Source Listings" shall mean the human-readable instructions together with annotations thereto which comprise the source code of the COMPUTER PROGRAM.

(1.13) "Test Plans" shall mean the procedures and objectives of the Acceptance Test for the COMPUTER PROGRAM, as specified in Section 8 of this Agreement.

(1.14) **"**RFP" shall mean Customer's Request for Proposal dated April, 2018, a copy of which is attached hereto as **Schedule "D"** and made a part hereof.

(1.15) "Work" shall mean the computer consulting and programming services performed by CMV for Customer hereunder.

2. **STATEMENT OF WORK**

(2.1) On or before the dates set forth in the Implementation Schedule attached hereto as **Schedule "A"** and made a part hereof, CMV shall deliver to Customer:

    (a) The Functional Specification to be attached to this Agreement as **Schedule "B"** and made a part hereof upon its Acceptance;

(b)   The System Design Specification to be attached to this Agreement as **Schedule "C"** and made a part hereof upon its Acceptance;

(c)   Computer software programs, in source code format, to be developed by CMV consistent with the System Design Specification and which have the capabilities described in the Functional Specification (the "COMPUTER PROGRAM"). However, to avoid doubt, the COMPUTER PROGRAM shall have all of the functions, features, performance, compatibility and enhancement characteristics described in the RFP. In the event of any inconsistency between the Functional Specification and the RFP, the RFP shall prevail; and

(d)   Documentation in addition to the System Design and Functional Specification, as identified in Section 3.1(c) of this Agreement.

3.   DOCUMENTATION

(3.1) CMV shall provide Customer with the following Documentation by the dates set forth in the Implementation Schedule:

(a)   CMV shall prepare the Functional Specification describing each business function to be performed by the COMPUTER PROGRAM. The Functional Specification shall include:

(i)   All of the business functions identified in the RFP

(ii)   Customer's current procedures for the purchase and sale of securities in the over the counter market;

(b)   CMV shall prepare a System Design Specification for each business function described in the Functional Specification, which shall include (by way of example and not limitation):

(i)   Data inputs and outputs, including codes and acronyms

(ii)   Program descriptions,

(iii)   File descriptions, formats and layouts

(iv)   Report descriptions and layouts

(v)   Screen descriptions and layouts

	(vi)	Interface requirements and descriptions
	(vii)	Processing flow charts
	(viii)	Programming standards
	(ix)	Processing narratives
	(x)	Editing rules
	(xi)	Error detection procedures
	(xii)	Performance and response time requirements
	(xiii)	Hardware and communication requirements and
	(ix)	RDBMS requirements

(c) User, operations and training manuals for the COMPUTER PROGRAM.

(d) The crowd-funding software code shall be provided to IMON after we delivered the project.

(3.2) All Documentation shall be produced in accordance and compliance with the standards identified in **Schedule "E"** attached hereto and made a part hereof. Two (2) copies of all Documentation shall be provided in printed form and one copy in electronic form compatible with Microsoft Word, version 6.0.

4. <u>CHARGES / PHASES</u>

(4.1) Subject to paragraph 4.2, Customer shall pay CMV one thousand, five hundred and seventy United States dollars ($1,570) for the Work, payable as follows:

(a) One hundred and fifty-seven dollars ($157) upon execution of this Agreement **is accepted on the 1st of May, 2018.**

(b) Three hundred and fifty dollars ($350) upon Acceptance of the 10 Video Clips **latest on the 15th of May, 2018;**

(c) Four hundred and seventy-one dollars ($471) upon delivery and Installation of the COMPUTER PROGRAM (LOAN MANAGEMENT SYSTEM – LMS WITH CROWDFUNDING FUNCTIONALITY) and confirmation by Customer that the COMPUTER PROGRAM's program files listed in **Schedule "F"** attached hereto and made a part hereof reside

on the Hardware's program libraries **latest 1 month after the delivery of 10 video clip: Delivery Deadline: - 9th of June, 2018;**

(d)   Five hundred and ninety-two dollars ($592) upon Acceptance of the COMPUTER PROGRAM with Operations and Training Documentation to Customer and upon the later of:

(i)   Expiration of the warranty period or

(ii)   All warranty claims having been properly satisfied by CMV.

Latest after 5 business days from Phase 3 dated on the 15th of June, 2018.

(4.2)   In the event that: (a) the Customer does not give its Acceptance of the Functional Specification or the System Design Specification within the time frames specified in Section 8 of this Agreement or (b) Customer and CMV fail to reach agreement with respect to a fixed charge for development of the COMPUTER PROGRAM within ten (10) business days after the last date by which the System Design Specification can be Accepted, either party may terminate this Agreement upon ten (10) business days prior written notice. This Agreement shall terminate automatically five (5) business days after the receipt of such notice by the receiving party if an agreement on the Functional Specification, System Design Specification or fixed charge, as applicable, has not been reached in writing by the expiration of such five (5) day period. In the event that this Agreement is terminated in accordance with this paragraph 4.2, within five (5) business days after the effective date of termination, CMV shall refund all monies paid by Customer in accordance with this Section.

(4.3)   The Customer shall pay any sales or use tax imposed by the Washington DC State and/or Washington DC City government(s) in connection with the COMPUTER PROGRAM.

(4.4)   Invoices shall be payable within thirty (30) days after Customer's receipt of CMV's invoice, so long as the amounts stated therein are not reasonably in dispute.

5. OWNERSHIP

(5.1) CMV acknowledges that Customer shall have exclusive, unlimited ownership rights to all Work performed hereunder, to all materials and/or deliverables prepared for the Customer hereunder and all ideas, concepts, inventions, designs, techniques conceived by Customer or jointly with CMV hereunder, as a combination of components and/or individually, and whether or not this Agreement is satisfactorily completed, all of which shall be deemed **work made for hire** and made in the course of services rendered and shall belong exclusively to the Customer with the Customer having the right to obtain, hold and render, in its own name patents, copyrights and registrations therefor. In the event that certain other ownership rights do not originally vest in Customer as contemplated hereunder, CMV agrees to irrevocably assign, transfer and convey to the Customer all rights, title and interest therein. CMV and its personnel shall give Customer, and any person designated by Customer, all reasonable assistance and shall execute all necessary documents to assist and/or enable Customer to perfect, preserve, register and/or record its rights in all such Work, deliverables or material.

6. CONFIDENTIALITY

(6.1) As used herein, "Confidential Information" shall include all information and data furnished by CUSTOMER to CMV, whether in oral, written, graphic or machine-readable form, including without limitation, specifications, user, operations or systems manuals, diagrams, graphs, models, sketches, technical data, research, business or financial information, plans, strategies, forecasts, forecast assumptions, business practices, marketing information and material, customer names, proprietary ideas, concepts, know-how, methodologies and all other information related to CUSTOMER's business. Confidential Information shall also include the COMPUTER PROGRAM and confidential information received by CUSTOMER from a third party. In order for any information provided verbally by CUSTOMER to CMV to come within the definition of Confidential

Information, it shall be identified as confidential at the time of disclosure and within five (5) business days after verbal disclosure thereof by CUSTOMER, such information shall be documented in writing specifying that CUSTOMER considers such information confidential.

(6.2) Notwithstanding anything to the contrary contained in this Agreement, Confidential Information shall not include information: (a) in the public domain (other than as a result of a breach of this Agreement); (b) generally known and disclosed to CMV by persons or entities engaged in a comparable business (other than as a result of a breach of this Agreement or any other agreement to which such persons or entities are parties); (c) in CMV's possession prior to its receipt from Customer pursuant to this Agreement or (d) independently developed by CMV.

(6.3) CMV agrees to maintain the confidentiality of the Confidential Information using procedures no less rigorous than those used to protect and preserve the confidentiality of its own proprietary information and shall not, directly or indirectly: (a) transfer or disclose any Confidential Information to any third party; (b) use any Confidential Information other than as contemplated under this Agreement or (c) take any other action with respect to the Confidential Information inconsistent with the confidential and proprietary nature of such information. CMV further agrees to return all Confidential Information (and all copies thereof) to the Customer upon termination of this Agreement.

(6.4) CMV shall be permitted to disclose the Confidential Information to its employees having a need for access thereto in connection with performance of the Work and who have executed confidentiality agreements containing provisions similar to those contained in this Agreement and specifying that the Customer is a third party beneficiary thereunder entitled to enforce the provisions thereof as though a party thereto. CMV shall take steps, no less rigorous than those it takes to protect its own proprietary information, to prevent its employees from acting in a manner inconsistent with the terms of this Agreement.

7.   DELIVERY, INSTALLATION & SOFTWARE PREPARATION

(7.1) The COMPUTER PROGRAM shall be developed, delivered and implemented in accordance with Implementation Schedule attached hereto as **Schedule "A"**. CMV understands that Customer has contracted for the licensing and/or purchase and delivery of other items of computer software and/or hardware comprising a major computer system to be implemented for Customer and therefore it is vital that the dates stated in the Implementation Schedule be met otherwise Customer will incur substantial additional expense and injury. In the event that CMV fails to perform in accordance with the Implementation Schedule, CMV shall assign additional qualified staff to the development, delivery and implementation, as applicable, of the COMPUTER PROGRAM. Without limiting any of its rights under this Agreement and at law, CMV shall pay Customer two hundred dollars ($200), as liquidated damages, for each business day after the fourth business day that it fails to complete a task, milestone or other delivery required to be made or performed in accordance with this Agreement and/or terminate this Agreement in accordance with Section 15.

(7.2) Installation of the COMPUTER PROGRAM shall be the responsibility of CMV. As a condition to such installation, Customer shall prepare the Installation Site in accordance with the site preparation requirements identified in **Schedule "H"** attached hereto and made a part hereof. At such time that the Installation Site has been prepared, Customer shall give written notice thereof to CMV and within five (5) business days after receipt of Customer's notice by CMV, CMV shall inspect the Installation Site and either give its approval or disapproval. In the event CMV does not approve the site, it shall provide detailed reasons therefor within three (3) business days after its inspection in which case Customer shall correct the deficiencies identified by CMV and the inspection process shall be repeated.

(7.3) Installation shall be deemed complete when each of the data screens identified in **Schedule "I"** attached hereto and made a part hereof, can be displayed on the Hardware's terminal devices.

(7.4)   The Customer agrees to reasonably cooperate with CMV with respect to this Agreement including without limitation, providing all information and access to key personnel needed to develop and/or implement the COMPUTER PROGRAM.

8.   ACCEPTANCE

(8.1)   The Documentation developed by CMV pursuant to Section 3 of this Agreement shall be delivered for Customer's Acceptance not later than the dates specified in the Implementation Schedule. Customer shall have thirty (30) calendar days (the "Review Period) to review each item of Documentation and either approve or reject such Documentation in accordance with this Section.

(8.2)   If an item of Documentation is unsatisfactory in any material respect, Customer shall prepare a detailed written description of its objections and deliver them to CMV not later than seven (7) business after expiration of the Review Period. CMV shall thereupon undertake to modify the Documentation to respond to such objections and shall do so within ten (10) business days of receipt of Customer's objections.

(8.3)   Customer shall prepare Test Plans consistent with the Documentation on or before the date which is thirty (30) calendar days prior to the date the COMPUTER PROGRAM is scheduled for Installation. The Test Plans shall include procedures required to demonstrate that the COMPUTER PROGRAM operates in all material respects in accordance with the Documentation and RFP. In the event of an inconsistency between the RFP and the Documentation, the RFP shall prevail. Customer shall prepare the data necessary for performing the Acceptance Test. Customer shall perform the Acceptance Test within ten (10) business days after Installation is complete.

(8.5)   Within five (5) business days after completion of the Acceptance Test, Customer shall either give its Acceptance of the COMPUTER PROGRAM or disapprove such results and provide detailed written reasons for such disapproval.

(8.6) If the COMPUTER PROGRAM or any portion thereof fails to pass the Acceptance Test, CMV will correct all Error(s) not later than fourteen (14) calendar days after receipt of Customer's notice describing the Error(s). Within fourteen (14) calendar days after such corrections have been made, Customer will retest the COMPUTER PROGRAM. If the COMPUTER PROGRAM still fails the Acceptance Test after corrections having been made in accordance with this paragraph (8.6), Customer may at its option, grant CMV additional time in Customer's sole discretion to correct the outstanding Error(s).

(8.7) Acceptance of the COMPUTER PROGRAM shall be deemed to have occurred upon execution of an Acceptance Certificate, the form of which is attached hereto as **Schedule "J".**

9. <u>LIMITED WARRANTY</u>

(9.1) CMV warrants that the COMPUTER PROGRAM, upon Acceptance and for a period of unlimited year thereafter, will operate without an Error. CMV also warrants that it has inspected the SOFTWARE for computer viruses and that the SOFTWARE shall be free of all viruses when delivered. Furthermore, CMV warrants that the SOFTWARE shall be compatible with and able to support date calculations for the years 2018 and beyond and have all of the capabilities and functions required by Customer as defined in Customer's RFP. In the event of an inconsistency between the RFP and the Documentation, the RFP shall prevail. EXCEPT FOR THE FOREGOING, CMV MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(9.2) CMV shall respond to service requests within one (1) hour of Customer's notice and shall have completed all necessary corrections not later than three (3) hours after Customer's notice. In the event that, during any ninety (90) day period, CMV shall fail two (2) times to correct an Error within the time periods aforesaid, Customer shall be entitled, at CMV's cost and expense, to employ its own

personnel or a third party contractor of its own choosing to correct Errors occurring thereafter if CMV shall again fail to correct an Error within the prescribed time period.

(9.3) CMV shall perform services at the Installation Site during the warranty period at no additional charge to Customer. Alternatively, with Customer's prior consent, CMV shall be entitled to log-in to Customer's computer system and access the COMPUTER PROGRAM for the purposes of Error diagnosis, correction and installation.

(9.4) CMV shall be responsible for any cause of failure on the COMPUTER PROGRAM not performing the listed tasks or any bugs. If CMV fails to correct the bugs or any error on the COMPUTER PROGRAM, CMV shall in addition pay Customer an amount equal to twenty-five percent (25%) of all monies payable by Customer to CMV for the Work

10.   <u>INTELLECTUAL PROPERTY INDEMNIFICATION</u>

(10.1) CMV agrees to defend and/or handle at its own expense, any claim or action against Customer for actual or alleged infringement of any intellectual or industrial property right, including without limitation, trademarks, service marks, patents, copyrights, misappropriation of trade secrets or any similar property rights, based upon the COMPUTER PROGRAM or Customer's use thereof. CMV further agrees to indemnify and hold Customer harmless from and against any and all liabilities, costs, losses, damages and expenses (including reasonable attorney's fees) associated with such claim or action. Customer shall reasonably cooperate with CMV in the defense of such claim or action to the extent that such cooperation is given at such times and in a manner that does not negatively affect Customer's business in Customer's sole discretion and further, CMV reimburses Customer's expenses and pays Customer at Customer's hourly billing rate for all such assistance.

(10.3) If the COMPUTER PROGRAM becomes or in CMV's reasonable opinion is likely to become the subject of any such claim or action, then, CMV shall use best

efforts at its sole expense to either: (a) procure for Customer the right to continue using the COMPUTER PROGRAM as contemplated hereunder; (b) modify the COMPUTER PROGRAM to render same non-infringing (provided such modification does not adversely affect Customer's use as described in the RFP) or (c) replace same with equally suitable, functionally equivalent, compatible non-infringing COMPUTER PROGRAM. If none of the foregoing is possible, CMV shall have the right to terminate this Agreement upon: (i) payment to Customer of all monies paid by Customer for the Work and (ii) if this Agreement is terminated in accordance with this paragraph within the first twenty four (24) months after Acceptance, CMV shall in addition pay Customer an amount equal to twenty percent (20%) of all monies payable by Customer to CMV for the Work as liquidated damages.

11.   LIMITED REMEDIES & LIABILITY

(11.1) In all cases involving performance or non-performance of the COMPUTER PROGRAM, Customer's primary remedy shall be correction of the Error(s). For all other failure(s) by CMV to perform in accordance with this Agreement, including without limitation, if the COMPUTER PROGRAM is not Accepted by Customer (due to no fault of the Customer) or an Error cannot be corrected within the time periods specified in Section 9 of this Agreement, the Customer shall be entitled to terminate this Agreement in accordance with Section 15 and/or recover damages subject to paragraph 11.2.

(11.2) CMV's liability to Customer shall be limited to: (a) the charges payable by Customer under Section 4 of this Agreement; plus (b) the amount of any liquidated damages payable by CMV pursuant to the various sections of this Agreement. The foregoing limitation of liability shall not apply to the: (a) payment of costs, damages and attorney's fees referred to in Section 10 for CMV's indemnity obligation; (b) claims for personal injury or damage to real or personal property caused by willful or negligent acts of CMV, its employees or

contractors or (c) damages resulting from violation of Section 6 of this Agreement for breach of confidentiality and non-disclosure obligations.

(11.3) IN NO EVENT SHALL CMV OR THE CUSTOMER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. CHANGE IN SCOPE

(12.1) CMV and the Customer recognize that it may be desirable for the Customer to make changes to the Functional and/or System Design Specifications (a "Revision") during the performance of this Agreement. Customer may request Revision by giving notice thereof to CMV specifying the nature of the change(s) desired (the "Revision Notice").

(12.2) Within ten (10) calendar days after CMV has received the Revision Notice, it shall provide Customer with a proposal identifying: (a) any addition or reduction in the cost associated with performing the Work; (b) the effect, if any, to the payment schedule identified in Section 4; (c) the revisions required and to be made to the Documentation; (d) the effect, if any, with respect to the delivery and implementation milestones identified in **Schedule "A"** attached hereto and (e) any other change which would be required to any of the other sections or schedules to this Agreement (the "Revision Proposal").

(12.3) Upon Customer's written approval of the Revision Proposal, CMV shall, within ten (10) calendar days thereafter, revise the Functional and/or System Design Specification(s) (the "Revised Specifications") and submit them for Customer's approval. CMV shall not develop or implement any Revision until such time that the Customer has approved the Revised Specification(s) in writing. Upon Customer's approval of the Revised Specification(s), this Agreement shall be deemed amended to reflect the terms and conditions of the Revision Proposal.

13. PROJECT MANAGERS & MEETINGS

(13.1) The Customer and CMV shall each designate prior to the commencement of Work under this Agreement a project manager to whom all communications may be addressed, and who shall have complete responsibility and authority for the Customer and CMV, respectively, in all aspects of this Agreement.

(13.2) The project managers shall meet at least weekly. CMV's project manager shall render a written status report as of the middle and end of each calendar month, such report to be delivered to Customer's project manager within three (3) business days after the end of such half month.

(13.3) CMV's project manager shall be available upon five (5) business days' notice to attend meetings of the Customer's management.

14. TRAINING

(14.1) CMV shall provide thirty (30) hours of training to Customer in the use, operation and maintenance of the COMPUTER PROGRAM. The training curriculum and CMV's instructors assigned thereto is identified in **Schedule "K"** attached hereto and made a part hereof. Training will be conducted in not less two or greater than three (3) hour sessions per day at Customer's offices in New York. CMV shall assume and be responsible for the payment of all transportation, room and board expenses of its employees in furnishing such training.

15. TERMINATION

(15.1) If a party (the "Defaulting Party") is in material breach of or default under this Agreement, and the Defaulting Party does not remedy that breach or default within thirty (30) calendar days after receipt from the other party of written notice of that default or breach (provided that if the breach or default is one that cannot be remedied within such thirty (30) day period, this Agreement may be terminated effective immediately upon written notice to the Defaulting Party), the other party shall after the expiry of such thirty (30) calendar day period have the right to

terminate this Agreement effective immediately upon written notice to the Defaulting Party.

(15.2) Either party may terminate this Agreement, at any time, by written notice in the event that the other: (a) files a voluntary petition in bankruptcy or under any similar insolvency law; (b) makes an assignment for the benefit of creditors; (c) has filed against it any involuntary petition in bankruptcy or under any similar insolvency law if any such petition is not dismissed within sixty (60) days after filing or (d) a receiver is appointed for, or a levy or attachment is made against, substantially all of its assets, if any such petition is not dismissed or such receiver or levy or attachment is not discharged within sixty (60) days after the filing or appointment.

(15.3) For the purposes of paragraph 15.1 and 15.2, Customer shall be in material breach of or default under this Agreement and CMV may terminate this Agreement only if the breach or default relates to Customer's obligation to pay CMV any amount payable hereunder when due and the breach or default is not remedied within the applicable time period specified therefor. CMV's rights and remedies in respect of any other breach of or default under this Agreement shall be limited to such rights and remedies other than termination of this Agreement.

16. GENERAL

(16.1) The professional personnel provided by CMV shall be appropriately trained in the technical skills to perform their duties. Customer may require CMV to replace any person who is performing Work pursuant to this Agreement, if Customer in Customer's sole but reasonable discretion determines that such person is unfit or otherwise unsatisfactory. The personnel of each party, when on the premises of the other, shall comply with the security and other personnel regulations of the party on whose premises such person is on.

CMV recognizes that its employees identified in **Schedule "L"** are particularly qualified to perform the services under this Agreement and CMV agrees not to

remove such personnel from the performance of Work hereunder until such time that their respective tasks have been satisfactorily completed.

(16.2) Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the forgoing, the Customer shall be entitled to assign its rights and obligations hereunder to any one of Customer's subsidiaries without any further consent from CMV. For purposes of this paragraph 16.2, a "subsidiary" shall be any entity in which Customer owns or controls at least fifty percent (50%) of such entity's stock or other evidence of ownership.

(16.3) No modifications of this Agreement shall be valid or binding on either party unless acknowledged in writing and signed by the duly authorized officer of each party. All notices or other communications given under this Agreement shall be in writing, sent to the address hereinbefore set forth as principal place of business or such other addresses as CMV or the Customer may designate in writing by certified mail (return receipt requested) or personal delivery. Notice shall be deemed given upon receipt.

(16.4) CMV understands and agrees that violation of Section 6 of this Agreement may cause damage to the Customer in an amount which is impossible or extremely difficult to ascertain. Accordingly, without limitation to any other remedy available at law, the Customer may be entitled to injunctive relief restraining CMV from continuing to violate the terms and provisions of said section.

(16.5) Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from any cause beyond the reasonable control of such party, including but not limited to labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, lightning, utility or communication failures, earthquakes or other casualty.

If a delay or failure that CMV anticipates will cause an excusable delay, CMV by written notice shall inform Customer of the anticipated effect of such delay as soon as possible and in any event shall give written notice within ten (10) calendar days. Such notice shall contain a description of the steps CMV is taking to

alleviate the problem. Anything in this Agreement to the contrary notwithstanding, Customer may, if the COMPUTER PROGRAM has not been Accepted due to a problem described in this paragraph 16.5, by a date which is seventy five (75) calendar days after Acceptance Testing is to commence, terminate this Agreement upon fourteen (14) calendar days' notice to CMV; in such event, Customer may return all portions of the COMPUTER PROGRAM delivered prior to termination in which case CMV shall refund all payments made by Customer.

(16.6) The parties acknowledge that each has read all the terms of this Agreement, is authorized to enter into it, agrees to be bound by its terms and conditions and that it is the complete and exclusive statement of the agreement between the parties which supersedes all prior communications and agreements between the parties relating to the subject matter of this Agreement.

(16.7) Any forbearance or delay on the part of either party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce same.

(16.8) The provisions of Sections 5, 6, 10, 11, 15 and 16.3 through 16.12 shall survive termination of this Agreement or any portion thereof.

(16.9) The parties shall use all reasonable efforts to amicably resolve any dispute or controversy arising directly out of this Agreement by referring such dispute or controversy to a senior management executive of each party who was not directly involved in the procurement and day to day management of the COMPUTER PROGRAM. The management executive selected by each party shall have the authority to bind its company to the terms of any settlement agreed to. If the parties, after good faith efforts, fail to resolve the dispute or controversy, the matter shall be referred to mediation in accordance with the rules of CMV Dispute Resolution Services.

In connection with any breach or threatened breach by either party of the confidential information obligations of this Agreement, the non-breaching party may, at any time seek by application to the Washington DC Court for the Southern

District of Washington DC or the Supreme Court of the State of Washington DC for the County of Washington DC any such temporary or provisional relief or remedy ("provisional remedy") provided for by the laws of the United States of America or the laws of the State of Washington DC as would be available in an action based upon such dispute or controversy in the absence of this Section 16.9. No such application to either said Court for a provisional remedy, nor any act or conduct by either party in furtherance of or in opposition to such application, shall constitute a relinquishment or waiver of any right to have the underlying dispute or controversy with respect to which such application is made settled by mediation.

In any mediation proceeding, the parties shall select one mediator who has technical software systems knowledge of real time trading systems. In the event that the parties fail to agree upon a mediator, CMV Dispute Resolution Services shall be entitled to appoint a mediator with the required qualifications. Each party shall bear its own costs associated with such mediation. The mediation proceeding shall be kept confidential.

In the event that the mediation proceeding does not result in the resolution of the dispute, the parties shall submit the dispute to binding arbitration in accordance with the procedures set forth in **Schedule "M"** attached hereto an made a part hereof.

(**16.10**) Pending resolution of any dispute or controversy as provided in Section 16.9, each of the parties shall continue to perform its obligations under this Agreement and a failure to perform its obligations by either party pending the resolution process shall be deemed a separate breach of this Agreement.

(**16.11**) Any dispute arising under this Agreement shall be governed by the laws of the State of Washington DC.

17. CMV ACCOUNT DETAILS

The proposed amount to be paid to CMV as stated in **section 4.1** should be paid to the following account details: -

BANK NAME:	**ACCESS BANK PLC**
ACCOUNT NAME:	**AKINADE AYODEJI**
BANK ACCOUNT NUMBER:	**0056164488**
BANK SWIFT CODE:	**ABNGNGLA**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

CUSTOMER   **CRITECH MULTIPURPOSE VENTURES**

By: _____   **By: CRITECH**

Name: _____   **Name: AKINADE AYODEJI**

Title: _____   **Title: CHIEF EXECUTIVE OFFICER (CEO)**

Date: _____   **Date: 25TH of APRIL, 2018**