

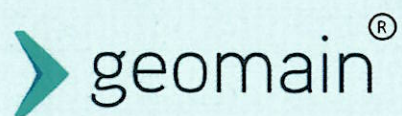
MEMORANDUM OF UNDERSTANDING (MoU)

Between the

**PAN AFRICAN POSTAL UNION
(PAPU)**



And



SCM

This Memorandum of Understanding (MoU) is entered into by and between the Pan African Union (PAPU), a specialized institution of the African Union, headquartered at **Plot 114, Block Z, Golf Course, Sekei, P.O. Box 6026 Arusha, United Republic of Tanzania**, (hereinafter referred to as PAPU), represented by its Secretary General, Dr. Sifundo Chief Moyo, on the one hand;

And

Geomain Inc. of 8 The Green, Suite # 15070, Dover, DE 19901, United States of America, which owns the Geomain >GEOMAIN, and herein referred to as "Geomain", represented by its Co-Founder & CEO, Sol Alavi and Co-Founder & CMO Hugh Sutherland, on the one hand;

Who shall collectively be referred to as the "Parties" and individually as the "Party", as the case may be.

PREAMBLE

- 1- The Parties agree to establish close cooperation between them.
- 2- The Parties agree to meet periodically and to deal with matters of common interest to both at all levels to implement the provisions of this protocol in the best possible conditions and to review the progress of their collaboration.

Whereas

- a) PAPU was established in the year 1980, and is a specialized institution of the African Union, whose primary objective is to coordinate all activities aimed at developing postal services on the African continent. Its vision is to ensure the implementation of a single postal territory that provides innovative, integrated and inclusive policy guidelines for the development of the postal sector in Africa.
- b) Geomain has been in the business of Location Based Services since 2016, and has developed a novel method of identifying location using a domain-like custom identifier that can be registered via App for GPS-accuracy location. Geomains are primarily a Universal Digital Identity, and for purposes of postal services can be used as an Address for Life.
- c) Geomain and PAPU have shared and common aims and goals;
- d) Geomain and PAPU need to forge cooperation ties to contribute towards achieving their mutually-beneficial objectives;
- e) The Parties are willing to create a formal platform for cooperation.




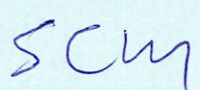
IT IS HEREBY AGREED AS FOLLOWS:

Article 1-Objectives and Areas of Cooperation

- a) The objective of this MoU is to set the basis for a working framework for both Parties to refer to, as they embark on a joint mission to digitally transform Africa using Geomain's technology and services. Their goal is to build an entire digital ecosystem that will help Africa to leapfrog to become a Digital continent. The Parties shall do this by empowering every African citizen with a free Digital ID, that may be used anywhere. This purpose of the MoU is to endeavor to be in full conformity to the PAPU's published Mission to "To spearhead development of the postal sector in Africa and encourage cooperation among stakeholders, with a view to promoting reforms in physical, electronic and financial postal network."
- b) PAPU's Vision: "To be one Postal network in Africa, as part of the global Postal network that guarantees modern quality products and services for customer satisfaction."
- c) Geomain's Vision: "We envision a world where our technology empowers Post globally, to become the Custodians of the Geomain Universal Digital ID (also an Address for Life); thus, transforming Post into a modern organization delivering cutting edge services and solutions for the benefit of the people in a sustainably profitable manner."

1.2 Without limitation to the generality of the objectives, the possible areas of collaboration may include:

- a) jointly declaring our intent to proactively empower Postal Operators across Africa to become the Custodians of the Geomain Digital ID within their respective national jurisdictions;
- b) helping Designated Postal Operators across Africa to sell services to businesses, that shall significantly enhance postal revenues, on a sustained basis, for decades to come.
- c) helping Postal operators to become the hubs for Digital Transformation having a massive impact on not just postal operations, but also Government eServices, along with the logistics, financial services, to name a few.
- d) fostering mutual cooperation in all other aspects consistent with the mandates and objectives of both parties and the spirit of this MoU.
- e) Both parties agree that the goal set here above reinforces and helps turn to reality our respective Vision Statements:

1.3 Obligations of the Parties

13.1 PAPU shall:

- a) Have an option to use the Geomain >PAPU in all its print and online materials to indicate addresses. This can be in addition to the conventional address format as currently used.
- b) notify every PAPU Member of this MoU, and where possible support and facilitate the signing of Re-Seller Agreements between Geomain and interested PAPU Member's Designated Operator, allowing them to earn revenue from sale of Geomain services.
- c) encourage every PAPU Member to register a Geomain for their Postal Headquarters, and further register sub-Geomains to identify the location of every Post Office in every PAPU Member country in pursuit of giving every Post office in Africa a Digital ID, Address and web presence.
- d) work with Geomain to jointly develop initiatives that help both parties to help meet the Purpose and Goals of this MoU.



1.3.2 Geomain shall:

- a) support PAPU in every way possible to help digitally transform PAPU Member nations.
- b) pursuant to this MoU, sign separate Re-Seller Agreements with each of the interested PAPU Member nations, allowing them to earn revenue from sale of Geomain services that are listed in Appendix-A of this MoU.
- c) provide the Geomain solution and services to all PAPU Members on agreed commercial terms with respective members.
- d) work with PAPU to jointly develop other Digital initiatives that help both parties to help meet the Purpose and Goals of this MoU.

1.3.3 This MoU is non-exclusive and will not hinder the liberty of either Party to work with any other person or organization if such Party elects to do so. Both parties agree that on the first anniversary of signing this MoU, they shall evaluate the possibility of signing a long-term Sponsorship Agreement on mutually agreeable terms.

ARTICLE 2 - Assignment or Transfer to Third Parties

1.1 The Parties' responsibilities under this MoU are not assignable or transferable without the prior written consent of both Parties.

ARTICLE 3 – Financial Arrangements

3.1 The Parties agree that they will each use their own resources or funding sources to perform their respective responsibilities under this MoU.

ARTICLE 4 - Privileges, Immunities, and Facilities of Geomain and PAPU

4.1 Nothing in this MoU may be interpreted or construed as a waiver, expressed or implied, or a modification of the privileges, immunities, and facilities either Party enjoys by virtue of its status or Instruments setting it up.

4.2 Unless it is in writing under the hand of an authorized signatory of that Party, any waiver of a privilege of the said Party shall not be valid.

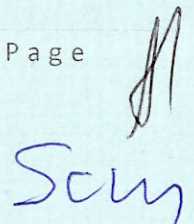
ARTICLE 5 - Entry into Force, Duration, and Termination

5.1 This MoU shall enter into force on the date of the last signature by an authorized signatory of either Party and shall remain in effect unless terminated by either Party by thirty (30) days written notice to the other. The MoU shall terminate sixty (60) days after receipt of such notice.

5.2 Notwithstanding its termination, the provisions of this MoU shall survive to the extent necessary to permit an orderly settlement between the Parties and to bring on-going activities to a proper close with the least disruption to the pending work.

ARTICLE 6 - Channels of Communication and Notice

6.1 In the framework of this MoU, notices and processes that shall be given or served to the Parties will be communicated through the fully authorized Officials whose contacts and *Domicilium citandi et executandi* are as indicated below:

Handwritten signature and name 'Sclm' in blue ink.

<p>For Geomain</p> <p>Sol Alavi Co-Founder & CEO E-mail: sol@geomain.com</p> <p>Hugh Sutherkand Co-Founder & CMO hugh@geomain.com</p> <p>Geomain Inc. of 8 The Green, Suite # 15070, Dover, DE 19901, United States of America</p>	<p>For PAPU</p> <p>Dr. Sifundo Chief Moyo Secretray General E-mail: sc@papu.co.tz</p> <p>Plot 114, Block Z, Golf Course, Sekei, P.O. Box 6026 Arusha, United Republic of Tanzania</p>
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6.2 Either party may change its domicilium citandi et executandi provided that it shall notify the other party of any such change within not less than seven (7) days before such change.

6.3 Either Party may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated for specific activities or projects.

6.4 Notices may be sent by e-mail and shall be deemed to have been received by the addressee eight (8) working hours after receipt of the confirmation.

ARTICLE 7- Administration

7.1 For the administration of this MoU, each of the Parties shall assign a person who will serve as the focal point for the implementation thereof. The focal point shall coordinate the operationalization and implementation of the programmes internally within their Party while facilitating information flow between the Parties.

ARTICLE 8 – Amendments

8.1 The terms and conditions of this MoU shall only be amended or varied by a mutually agreed written amendment signed by authorized Officials from both Parties.

ARTICLE 9 - Settlement of Dispute




9.1 The Parties confirm that they shall exercise good faith efforts to resolve any dispute between the Parties arising from or in connection with this MoU through mutual negotiation, consultations, and mediation.

ARTICLE 10 – Confidentiality

10.1 Each Party agrees to treat with utmost confidentiality all documents, information, and/or data obtained in the course of the execution of this MoU and deemed confidential by the other Party or which due to the nature of such information should be treated as confidential and shall not disclose same without the prior written confirmation of the Party.

ARTICLE 11 – No Agency Relationship or Partnership

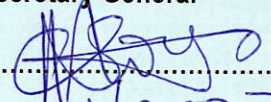
Nothing contained or implied in this MoU shall constitute authority on the part of either Party to enter into any binding obligation on behalf of or to commit or bind the other to any agreement or to represent the other in any capacity.

11.1 No Party shall have the power to create a liability against the other Party in any manner or for any purpose whatsoever or engage in any conduct which could be prejudicial or detrimental to the other Party.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have signed this Memorandum of Understanding on the dates and at the venues hereunder stated, in two (2) original copies in the English language.

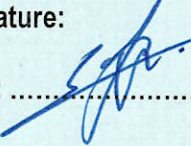
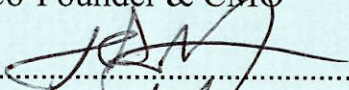
Thus, done and signed at Arusha on this the 31st day of August 2023.

FOR AND ON BEHALF OF THE PAN AFRICAN POSTAL UNION (PAPU)

Name: Dr. Sifundo Chief Moyo	In the Presence of:
Designation: Secretary General	Name.....
Signature: 	Signature.....
Date: <u>31/08/2023</u>	Date:

Thus done and signed at Arusha on this the 31st day of August 2023.

FOR AND ON BEHALF OF THE ASSOCIATION OF GEOMAIN

<p>Name: Mr. Sol Alavi</p> <p>Designation: Co-Founder & CEO</p> <p>Signature: </p> <p>Date: 31 JUL 2023</p>	<p>In the Presence of:</p> <p>Name: Hugh Sutherland</p> <p>Designation: Co-Founder & CMO</p> <p>Signature..... </p> <p>Date: 31/8/2023</p>
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GEOMAIN SERVICES & REVENUE PROJECTIONS FOR PAPU MEMBERS

Currently, the following Services are available within the **Geomain Post Partners Module (GPPM)** for Postal Members, with each helping to generate revenue for PAPU Members

1. SALE of Business, Government & (Premium) Personal Category Geomain Names. Premium category Personal Geomains are those Geomains that are 2, 3 or four characters long, and can also be without a country suffix, e.g. >ADAM.
2. **RENEWAL** of Geomain Names [same pricing as above]
3. **VERIFICATION**: In-person verification of Geomain Names so a green check mark appears. Critical for Banking, eCommerce, KYC etc. and also helps to confirm age as well as existence of a Government-issued ID.
4. **Planned new GPPM** features and revenue streams:
 - i. **eSTAMPS** Module, earn revenue on every stamp generated by GPPM.
 - ii. **GeoPage Advertising**, earns ad revenue from Businesses (video & Banners)
 - iii. **GeoXX** Single Sign-On Subscription Plans (paid)