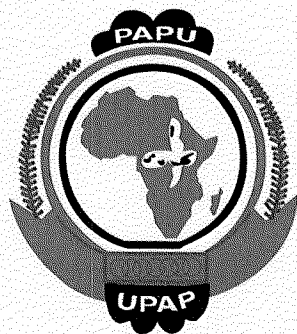


# MEMORANDUM OF UNDERSTANDING (MoU)

Between the

**PAN AFRICAN POSTAL UNION  
(PAPU)**



And

**SHIP2MYID**

ship2myid

*Sum*

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**

Ship2MyId (MapMyID Inc) of 430 Brightmore Downs, Alpharetta, GA USA - 30005, and herein referred to as "Ship2MyId.", represented by Santosh Gopal, 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**

- 3- PAPU is a specialized agency of the African Union (AU) responsible for postal services in Africa. It is a continental intergovernmental body whose vision is to facilitate the development of a single, resilient, efficient and sustainable postal territory in Africa by spearheading the development of postal services and fostering cooperation between stakeholders with a view to promoting reforms in the postal network's physical, digital and financial dimensions.
  - a) Ship2MyID is in business of providing its multi-patented digital technology platform as a service to boost new revenue generation for postal operators.
  - b) Ship2MyId, and PAPU have shared common aims and goals;
  - c) Ship2MyId and PAPU need to forge cooperation ties to contribute towards achieving their mutually-beneficial objectives;
  - d) The Parties are willing to create a formal platform for cooperation.

*AG*  
*SCM*

## **IT IS HEREBY AGREED AS FOLLOWS:**

### **Article 1-Objectives and Areas of Cooperation**

**1.1.** 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 Ship2Myld. 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."

**1.2.** 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."

**1.3.** Ship2Myld's Vision is to empower Postal Operators of all PAPU (and UPU) nations by leveraging its Multi-patented digital technology platform and services, offering unique lifetime Digital IDs to their citizens that ensure privacy protection and establish a foundation for seamless transactions without the need for traditional addresses, thereby unlocking the potential for comprehensive digital interactions/ecosystem.

**1.4.** Without limitation to the generality of the objectives, the possible areas of collaboration may include:

Joint collaboration and promotion by the Parties for postal operators in PAPU member countries to generate new revenue. The services are as follows, including but not limited to,

- a) Digital Identities, Digital Addresses;
- b) KYC infrastructure;
- c) Direct to consumer marketing & engagement;
- d) eCommerce & Market place;
- e) Cross border capabilities;
- f) Ability to do shipping transactions without the need of addresses etc.

*ad*  
*scm*

### **1.3 Obligations of the Parties**

#### **1.3.1 PAPU shall:**

- a) Leverage Ship2MyID' multi-patented digital platform and services in pursuit of the Union's digital Vision.
- b) Facilitate a partnership agreement for all PAPU Member States or facilitate individual partnership agreement across interested Member States of PAPU.

#### **1.3.2 Ship2MyID shall:**

- a) Support PAPU in every way possible to help digitally transform postal services of PAPU Member states.
- b) Offer its entire platform along with its multi-patent IP rights for this joint engagement.
- c) Help each member country to create its own consumer digital data hub
- d) Work with PAPU to jointly develop a go-to-market strategy that helps both parties to 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**

2.1 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 Ship2MyID 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.

*GM*  
*SEM*

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:

<b>For Ship2MyId</b> Mr. Santosh Gopal CEO E-mail: <a href="mailto:santosh@ship2myid.com">santosh@ship2myid.com</a>  #430 Brightmore Downs, Alpharetta, GA USA - 30005	<b>For PAPU</b> Dr. Sifundo Chief Moyo Secretray General E-mail: <a href="mailto:sc@papu.co.tz">sc@papu.co.tz</a>  Plot 114, Block Z, Golf Course, Sekei, P.O. Box 6026 Arusha, United Republic of Tanzania
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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.

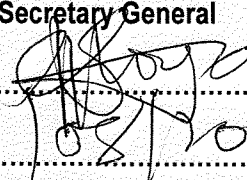
11.1 No Party shall have the power to create a liability against the other Party in any manner or for any purpose whatsoever or engage in any conduct which could be prejudicial or detrimental to the other Party.

Handwritten signatures in black ink, appearing to be 'AS' and 'SUN'.

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.


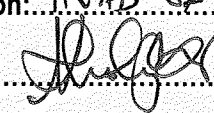
Thus, done and signed at Amsha on this the 31<sup>st</sup> day of August 2023.

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 PAPU/ARUHA on this the 31<sup>st</sup> day of AUGUST 2023.

FOR AND ON BEHALF OF SHIP2MYID

Name: Mr. Santosh Gopal	In the Presence of:
Designation: CEO, Ship2MyID	Name: <u>ASHOK PRASAD</u>
Signature: 	Designation: <u>HEAD OF GLOBAL POSTAL PARTNERS</u>
Date: <u>31/08/2023</u>	Signature: 
	Date: <u>31 Aug 2023</u>