<u>**RESELLER AGREEMENT**</u>

This Reseller Agreement (the "Agreement") is effective ...., 20.....

BETWEEN: Upperlink Limited (the "Company"), a company duly incorporated and existing under the laws of the Federal Republic of Nigeria with its head office located at ASSBIFI House, 4 ASSBIFI Road, Alausa, CBD, Ikeja, Lagos, Nigeria.

AND: [RESELLER NAME] (the "Reseller"), an individual/ company incorporated and existing under the laws of the Federal republic of Nigeria with his/its head offices/address located at ....

1.   APPOINTMENT

1.1   Appointment

Company appoints Reseller and Reseller accepts appointment as an independent non-exclusive Reseller to market its domains on all its available extensions. Domains specified in Annexure A to this Agreement with special conditions for registration are to be strictly complied with before they are registered. Reseller shall at all times adhere to the standard terms, conditions, rules and policies of the Company as may be issued by Company from time to time, and shall be solely responsible for all its acts and omissions in the course of acting as an Authorized Reseller of the Company's domains. Company Services means the services agreed to between the parties from time to time with any exclusions, additions or discounts Company may make.

1.2   Sub-Resellers

Reseller may appoint sub-resellers, resellers or agents ("Sub-resellers") to market, domains provided that the reseller incorporates these terms and conditions in its agreement with the sub reseller. Reseller shall be liable for the acts and omissions of any such Sub-resellers.

2.   OBLIGATIONS OF RESELLER

2.1   Reseller Program

Resellers can benefit from the company's reseller program which allows movement from one level to another with access to higher levels of discount. Reseller should aim to increase its registration volume to benefit from the program.

2.2.   Marketing and Service Support

Reseller shall use reasonable efforts to market and sell domains and shall comply with the policies, programs, and requirements regarding marketing and support as may be communicated by Company to Reseller from time to time. Reseller shall provide first level support to her clients while the Company will then provide second level technical support to the Reseller.

2.3   Registration Confirmation

Reseller may request for registration via electronic mail or its API. Company will also provide Reseller with the capacity to register directly into Company's software. Acceptance by Company of the registration shall occur (a) when the registration is entered into Company's software, (b) when a registration request is provided to Reseller via electronic mail, if requested by Reseller. Reseller is obliged to ensure that domain orders made on the platform are registered and confirmed in his account on completion of registration.

2.4   Reseller as Registrant

Where you as a reseller register a domain name as the Registered Name Holder, you agree to be bound by the same terms in Upperlink's Registrant Agreement as a Registered Name Holder and shall comply with the terms of the Agreement.

2.5   Whois Data Reminder
At least annually, a Reseller must present to the registrant the current Whois information, and remind the registrant that provision of false Whois information can be grounds for cancellation of their domain name registration. Registrants must review their Whois data, and make any corrections.

2.6.   Registrant Educational Information
Reseller must ensure that it maintains on its website a link to ICANNs Registrant Educational Information maintained at https://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm

2.7.   Obligations Related to Proxy and Privacy Services.
Where the Reseller uses a Privacy Proxy Service, the Reseller must ensure that it adheres to ICANN's Specification on Privacy and Proxy Registrations in Annexure B to this Agreement.

2.8.   Archiving/Information Request
Reseller shall ensure it archives records of its client's registrations and transactions for record/dispute resolution purposes. Reseller shall not withhold Registrars information upon request by the Registrant of its Sponsoring Registrar details.

2.9.   Requirements for Technical Expertise/Experience
Reseller must ensure that they have the requisite technical expertise/experience required for the domain business.

2.10   Observance of Company Policies and Effects of Non Compliance
Company will keep Reseller informed of Company's domain registration policies and procedures, and Reseller agrees to follow such policies and procedures. Failure to comply with the provisions of this agreement may result in termination of this Agreement pursuant to Section 8.2 of this Agreement

3.   **OBLIGATIONS OF COMPANY**
3.1.   Where the Reseller requests for a registration by the company on her behalf, Company is obliged to fulfill the request however, where the registration is not completed, Reseller will inform the client of its failure to do so immediately and the Company will not be liable for failure to register such domain.

3.2.   Company shall provide second level support to Resellers clients.

3.3.   The Company will not sell domains directly or willfully poach any of its Reseller's clients.

4.   **PRICES, PAYMENTS AND REFUNDS**
4.1.   Reseller's Purchase Price and Price changes
Payment channels are available to the Client including Bank Deposits, Online Transfer and Account Credits. Prices for domains are listed in Annexure A. Company may at any time change pricing or the Reseller's purchase price with notice and without liability, but any registration request accepted by Company before a price change takes effect shall be invoiced at the previous price. No refunds will be made for domain registration except where a registration is incomplete or a reversal is automatically done from the payment channel.

5.   **TRADEMARKS, TRADE NAMES**
Reseller acknowledges that Company and/or its parent or affiliates are the sole and exclusive owners of the name "Upperlink" and any abbreviations or variations thereof, and of any and all of Company's

trademarks and trade names, service marks, trade logos and trade dress (collectively "Trademarks") as Company may unilaterally amend periodically (registered or not). Reseller agrees not to register or use any mark(s) that are similar enough to be construed as Company Trademarks. Reseller acquires no rights to the Trademarks, and Reseller hereby assigns and transfers to Company all rights that it may acquire in and to the Trademarks, whether by operation of law or otherwise

7. TERM

This Agreement's term ("Term") shall begin on the Effective Date and continue for one year, shall be automatically renewed annually, provided that either party hereto may terminate this Agreement at any time with 30 days' advance written notice, and further provided that this Agreement shall terminate automatically if Reseller makes no purchases from Company hereunder for a period of 90 calendar days, such termination to be effective as of the next calendar day after such period elapses.

8. TERMINATION

8.1. Either party can terminate this Agreement without cause by giving 30 days' written notice to the other.

8.2. This Agreement may be terminated for cause upon written notice:

a) By either party upon 5 days' written notice if the other commits a material breach of the Agreement and fails to cure it within the 5 days;

b) By Company immediately if Reseller files for or has instituted against it any proceedings as to its bankruptcy, insolvency, reorganization, liquidation, receivership, or dissolution or there is an assignment for the benefit of creditors;

8.3. EFFECT OF TERMINATION

a) Upon termination of this Agreement, Company may terminate any or all registration requests.

b) Upon termination, Reseller may transfer its domains and clients to the Company or as may be agreed by both parties.

c) Termination will discharge and release Company from all obligations and liability under this Agreement, except as it expressly accepts for prior registration requests. The sole fact of this Agreement's termination shall not make either party liable to the other for any compensation, reimbursement, losses or damages whatsoever, though Reseller shall remain obliged to pay all outstanding balances on its domain registrations.

9. CONFIDENTIALITY

9.1. Confidential Information

Prior to and during the Term hereof, Company may convey to Reseller proprietary and confidential information about Company Products, services, strategy and analysis. For the Term of this Agreement (including renewals) and for 2 years thereafter, Reseller shall not disclose to any third party any such information marked CONFIDENTIAL, PROPRIETARY, STRICTLY PRIVATE, or INTERNAL DATA, or which, though not so marked, could reasonably be construed as confidential or sensitive, such as the terms of this Agreement (all collectively "Confidential Information"), nor shall it use any such Confidential Information for its own benefit, except as provided herein. Any reliance on such Confidential Information is at Reseller's own risk. Nothing in this Section grants or implies any rights by license, estoppel, or otherwise. Confidential Information does not include information (i) in the public domain at the time of disclosure or which enters the public domain after such disclosure through no fault of Reseller, (ii) generally disclosed to third parties by Company without restriction, (iii) communicated to Reseller by a third party with the unrestricted right to do so, or (iv) approved for release by Company in writing.

10. LIMITATION OF LIABILITY AND REMEDIES; INDEMNITY

10.1. Limitation of Liability; Sole Remedy
Any liability of Company under this Agreement is expressly limited to the price paid by Reseller for the domains involved. Reseller's sole remedy against Company in any dispute concerning this Agreement shall be to seek recovery of that amount, upon payment of which Company shall be released from all further obligations and liability to Reseller.

10.2. Indemnity
a) Except as otherwise stated herein, Reseller shall indemnify and hold harmless Company against any and all claims, legal actions, losses, damages, liabilities, costs and expenses asserted against, imposed upon or incurred by Company arising out of or relating to (i) any misrepresentation or breach of warranty or covenant by Reseller under this Agreement; (ii) any actual or alleged act or omission of Reseller in the course of its performance of its business; (iii) any claim of infringement arising from the registration of domain. THIS INDEMNITY IS COMPANY'S SOLE LIABILITY AND RESELLER'S SOLE REMEDY FOR INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.

11. FORCE MAJEURE
Company shall not be liable for any failure to perform due to causes beyond its control, including but not limited to fire, flood, earthquake, explosion, accident, acts of public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine, labor disputes, acts of God or government, any such event of force majeure affecting Company 's third-party partners, or judicial action.

12. Governing Law; Jurisdiction
This Agreement and any controversy arising out of or in relation to it shall be governed by the laws of the Federal Republic of Nigeria and, subject to Section 12.3 below, the parties hereby submit to the jurisdiction of the State and Federal courts of the Nigeria which shall have exclusive jurisdiction over all controversies in connection herewith. Reseller hereby waives any right to assert any rights or defenses within any other jurisdiction or to require that litigation regarding this Agreement take place elsewhere.

12.1. Severability
If any provision of this Agreement shall be declared void, invalid, or illegal, the validity or legality of all other provisions of the Agreement shall not be affected thereby.

12.2. Dispute Resolution
Disputes will be categorized as Domain Registration Disputes and Registrar Services Dispute
Domain Dispute Resolution
Reseller agrees to be bound by ICANN's UDRP on all domains subject to the UDRP and its related policies and NIRA's UDRP for Nigerian CCTLDs

If a Reseller is dissatisfied with the resolution of a complaint treated in accordance with the Complaints Handling Process, if any dispute, claim, controversy or difference of any kind whatsoever arising out of connection with this AGREEMENT, or breach thereof (the "Dispute"), the parties shall attempt to settle such dispute in the first instance within thirty (30) Days from the date upon which one party has given written notice of the Dispute to the other party, by discussions between or among the parties ("Discussion Period"). If the Dispute cannot be settled within the discussion period, then the matter may be referred to arbitration to be conducted pursuant to the Nigerian Arbitration and Conciliation Act. Cap A18, Laws of the Federation of Nigeria, 2004.

12.3.   No Waiver
Any failure of either party to enforce at any time, or for any period of time, any provision of this Agreement, shall not constitute a waiver of such provision or in any way affect the validity of this Agreement.

12.4.   Complete Agreement
This Agreement with its Annexure contains the parties' entire Agreement and supersedes all previous communications, representations or agreements, oral or written, regarding its subject matter. No addition to or modification hereof shall bind either party unless reduced to writing and duly executed by the parties as this Agreement was, subject, however, to revisions Annexure A, which Company may revise at any time pursuant to Section 12.5.

12.5.   Annexure
The Annexure attached hereto are incorporated herein by this reference, and Company has the right to amend in writing any of those Annexures in its sole discretion.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT effective as of the date first above written.
THE COMMON SEAL OF THE WITHIN NAMED UPPERLINK LIMITED was duly affixed in the presence of:

_____   _____

Director   Secretary

IN WITNESS WHEREOF, the parties have executed this AGREEMENT effective as of the date first above written.
THE COMMON SEAL OF THE WITHIN NAMED .... was duly affixed in the presence of:

_____   _____

Director   Secretary

ANNEXURE A

Reseller Pricing

Reseller's Preferred Plan

ANNEXURE B

SPECIFICATION ON PRIVACY AND PROXY REGISTRATIONS

Until the earlier to occur of (i) January 1, 2017, and (ii) the date ICANN establishes and implements a Privacy and Proxy Accreditation Program, Reseller agrees to comply, with the terms of this Specification, provided that ICANN and the Working Group may mutually agree to extend the term of this Specification. This Specification may not be modified by ICANN or Registrar.

1. Definitions.
For the purposes of this Specification, the following definitions shall apply.
1.1 "P/P Customer" means, regardless of the terminology used by the P/P Provider, the licensee, customer, beneficial user, beneficiary, or other recipient of Privacy Services and Proxy Services.
1.2 "Privacy Service" is a service by which a Registered Name is registered to its beneficial user as the Registered Name Holder, but for which alternative, reliable contact information is provided by the P/P Provider for display of the Registered Name Holder's contact information in the Registration Data Service (Whois) or equivalent services.
1.3 "Proxy Service" is a service through which a Registered Name Holder licenses use of a Registered Name to the P/P Customer in order to provide the P/P Customer use of the domain name, and the Registered Name Holder's contact information is displayed in the Registration Data Service (Whois) or equivalent services rather than the P/P Customer's contact information.
1.4 "P/P Provider" or "Service Provider" is the provider of Privacy/Proxy Services, including Registrar and its Affiliates, as applicable.

2. Obligations of Reseller.
For any Proxy Service or Privacy Service offered by the Reseller or its Affiliates, and used in connection with Registered Names Sponsored by Upperlink, the Reseller and its Affiliates must require all P/P Providers to follow the requirements described in this Specification and to abide by the terms and procedures published pursuant to this Specification.

2.1 Disclosure of Service Terms.
P/P Provider shall publish the terms and conditions of its service (including pricing), on its website and/or Reseller's website.

2.2 Abuse/Infringement Point of Contact.
P/P Provider shall publish a point of contact for third parties wishing to report abuse or infringement of trademarks (or other rights).

2.3 Disclosure of Identity of P/P Provider.
P/P Provider shall publish its business contact information on its website and/or Resellers website.

Terms of service and description of procedures.
The P/P Provider shall publish on its website and/or Reseller's website a copy of the P/P Provider service agreement and description of P/P Provider's procedures for handling the following:

2.4.1 The process or facilities to report abuse of a domain name registration managed by the P/P Provider;

2.4.2 The process or facilities to report infringement of trademarks or other rights of third parties;

2.4.3 The circumstances under which the P/P Provider will relay communications from third parties to the P/P Customer;

2.4.4 The circumstances under which the P/P Provider will terminate service to the P/P Customer;

2.4.5 The circumstances under which the P/P Provider will reveal and/or publish in the Registration Data Service (Whois) or equivalent service the P/P Customer's identity and/or contact data; and

2.4.6 A description of the support services offered by P/P Providers to P/P Customers, and how to access these services.

3. Exemptions.
Reseller is under no obligation to comply with the requirements of this specification if it can be shown that:

3.1 Registered Name Holder employed the services of a P/P Provider that is not provided by Reseller, or any of its Affiliates;

3.2 Registered Name Holder licensed a Registered Name to another party (i.e., is acting as a Proxy Service) without Reseller's knowledge; or

3.3 Registered Name Holder has used P/P Provider contact data without subscribing to the service or accepting the P/P Provider terms and conditions.