



ILOCX Digital Authorization Contract

DATE:

▶ **Parties**

- (1) ILOCX Ltd, a company registered in England and Wales, with company number 11077776 whose registered office is 23 Northumberland Avenue, London, WC2N 5AP, UK, (hereinafter known as “ILOCX”)

AND

(2) Company name	Medi Bridge Network LLC
Company registered in (State/Country)	Ohio
Company/EIN Number	99-1358924
Registered Office	350 Belmar Boulevard
	Avon Lake
	Ohio
	44012
	USA

(Herein known as the “Company”)

RECITALS

WHEREAS, the Company wishes to authorize the Provider to sign a specific license agreement digitally on behalf of its Chief Executive Officer (CEO) and Board of Directors;

WHEREAS, the Provider offers services/software capable of performing such digital signatures;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Authorization

The Company hereby authorizes the Provider to digitally sign only the license agreement terms attached hereto as Exhibit A, which may be issued as agreed with the Company and specified on their listing page.

Scope of Authorization

The Provider's authorization is strictly limited to the digital signing of the license agreement terms specified in Exhibit A. Any other document or agreement outside this scope shall not be digitally signed by the Provider without written permission from the Company.

Verification and Security

The Provider shall implement necessary security measures to ensure the authenticity, integrity, and confidentiality of the digital signatures. The Provider shall provide verification tools or methods for the Company to validate any digitally signed document.

Term and Termination

This Contract shall be valid for a period of 3 (three) years from the effective date.

Governing Law

This Contract shall be governed by and construed in accordance with the laws of England and Wales.

Amendment

This Contract may only be amended in writing signed by both parties.

Entire Agreement

This Contract, including Exhibit A, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties.

Exhibit A

Purpose

Licensee holds this license to promote the Licensor's product to their audience, with a view increasing the Licensor's sales, which in turn will increase royalties accrued.

Product Details:

An aggregated and adaptable set of complementary technologies, working across multiple sectors.

Initial price per license:

TBD

Royalties

License will accrue royalties equal to 10% of the Gross Revenues from the recorded and officially filed revenue, minus license sales, and divided by TBD, the total amount of licenses issued. Royalties may be reported and paid dynamically, as revenue is made, at minimum royalties must be paid annually, within 28 days of the Licensor's recorded and officially filed annual tax return. Each Party is responsible for the payment of any taxes, fees or levies due separately.

Term

This License is for an Initial Term of 50 years with new terms to be set each 1 year by the Licensor. The Licensor may offer to buy the License back from the Buyer ("a 'Buyback").

Special Conditions

Minimum requirements to qualify for royalties are a share of the Licensor's information and Promotional Message by the Licensee or an individual acting for the Licensee on social media.

This License must be valid and deemed qualified to benefit from Royalties, the Rollover or Buy-back.

Breach of any of the terms of this License may result in termination of this License without recompense.

License Management

This License can be digitally managed by The International Licensing Organisation, to benefit from their license storage and distribution of royalties you must agree to their Buyer Terms and maintain an account in good standing.

Reporting Requirements

The Licensor agrees that if any material or significant change occurs with the Company, a responsible representative of the Company must inform the Licensee without any delay and issue an announcement containing details of the matter.

The Licensor agrees to provide to the Licensee an Annual Gross Revenue report, due 14 days after the Year end.

Jurisdiction

This Agreement shall be governed by the laws of United Kingdom and the parties exclusively submit to the jurisdiction of the Courts of United Kingdom . In the event of any dispute arising under any provision of this Agreement, the dispute shall first be attempted to be resolved through negotiations.

If a dispute cannot be resolved by the parties within 7 days of the dispute arising, the dispute may be referred by either party to the process of dispute mediation or online commercial arbitration administered by JAMS, Inc. pursuant to its Streamlined Arbitration Rules and Procedures (the “Rules”) or any other online dispute resolution (ODR) center agreed upon between the parties. The mediation or arbitration rules shall be nominated by the mediator or the arbitrator.

Entire Agreement

This Licence sets out the entire agreement between the Parties in connection with the subject matter of this Licence and supersedes all prior oral or written agreements, arrangements or understandings between them.

The Parties acknowledge that they have not entered into this License in reliance upon any warranty, representation, covenant, undertaking, agreement, term or condition which is not set out in this Licence.

The Parties irrevocably and unconditionally waive any right they may have to claim damages

and/or to rescind this Licence for any misrepresentation or for any breach of any warranty not contained in this License unless such misrepresentation or warranty was made or given fraudulently.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

[Redacted signature area]

Name of CEO Name of Authorized Signatory for Provider

Print name:

Date:

Signed on behalf of ILOCX Ltd:

[Redacted signature area]

Edward Fitzpatrick | Director

Date:
