**Memorandum of Understanding**

Signed on February \_\_, 2018

By and Between

**RDB**

**Rwanda Development Board**

Of KN 5 Rd., KG 9 Ave.

P.O. Box 6239

Kigali, Rwanda

By its authorized manager/s.

And

**Exelot Ltd and/or Exelot HK Ltd.**

Of Hativa 8 Rd., Cargo Area,

Ben-Gurion Airport, Israel

Or of Unit 1001, Workstation 43

Lindhurst Terrace, Central, Hong Kong

By its authorized manager/s.

**Whereas** Exelot has developed and is the sole owner of certain proprietary technology and software for cross-border e-commerce logistics, and specializes in cross-border e-commerce shipping and delivery (hereinafter also: “Exelot system,” “technology,” or “solution”), and;

**Whereas** the state of Rwanda, by the Ministry of Commerce and Trade (“MINICOM”) and the Rwanda Development Board (“RDB”), has expressed its interest to develop its e-commerce and e-commerce logistics for both export and import, and;

**Whereas** the state of Rwanda has authorized DP World (“DPW”) to establish a logistics platform in Kigali (“KLP”), and Exelot and the RDB have mutually agreed to cooperate in order to include e-commerce logistics and integrate Exelot’s solution with KLP systems, and;

**Whereas** in October 2017 Exelot submitted a proposal and budget for a 24-month period program to the MINICOM and RDB for “Fulfilling the Republic of Rwanda’s national e-commerce strategic roadmap” and which has been approved by the state of Rwanda (hereinafter also: “Proposal” and “Project”);

**It is hereby agreed as follows:**

1. **East Africa e-commerce logistics hub**
   1. Parties will cooperate to enable and increase e-commerce import and export businesses in Rwanda.
   2. Exelot will manage the project in full coordination with the RDB and DPW.
   3. Exelot, with the support of the RDB, will integrate its systems and solution through the KLP as a regional e-commerce logistics hub for Rwanda and neighboring East African countries.
2. **Exelot’s responsibilities**

Exelot shall implement its software and interface it with the KLP systems to enable logistics services, as detailed in **Appendix A** hereto, including:

* 1. Exporting e-commerce goods through the KLP.
  2. Importing products by end-customers in Rwanda or neighboring countries from global e-commerce shops to Rwanda.
  3. “Pick and pack” fulfillment at the KLP for both export and import.
  4. Interfacing the Exelot system and integrating Exelot’s solution to KLP systems to enable the import and export of e-commerce through the KLP.

1. **Train local e-commerce export entrepreneurs**

Exelot and RDB will define a detailed program to train Rwandan exporters for selling their products on various global e-commerce platforms and Exelot shall train exporters and local mentors. Training will include building e-shops, marketplace promotions, sales, and logistics. Exelot’s ongoing support framework for program graduates will be defined separately.

1. **Logistics services**

Exelot will cooperate and contract with Rwandan state companies, including but not limited to IPOSITA and ISCO as well as with other privately-owned service companies, to interface its system and in order to enable exporters and local end customers/importers a best-in-class optimized e-commerce logistic service including shipping, customs clearing, pick up, delivery, and payments, or any additional service as shall be required for e-commerce logistics in Rwanda.

1. **RDB responsibilities:** RDB will do its outmost to support Exelot’s activities and the project’s fulfillment by any means of sub-contractor supervision, contacts, promotion, campaigns, state support, and regulations, or as shall be defined and agreed upon between RDB and Exelot. RDB will cooperate with Exelot to contact state authorities in order to enable service for Rwandan exporters and those in neighboring East African countries.
2. **Intellectual property**: Neither the Rwandan state, the RDB, any Rwandan ministry or authority, nor DPW or the KLP, shall have any right in Exelot’s technology, or technological knowledge, IP, any commercial names of Exelot, whatsoever.

Exelot shall not have any right in any proprietary technology, technological knowledge, IP, any commercial names of DPW, if any, of the RDB.

1. **Price list:** Service rates will be defined during the program and shall be included under the program price list. Exelot will collect payments directly, or indirectly by a local payment provider, and transfer any relevant payments to DPW and any specific provider along the logistic chain, as shall be agreed specifically with any such provider.
2. **Budget and advance payment:** The project’s budget is 1.5M USD as stated in Exelot’s proposal and the amount of 500,000 USD shall be paid to Exelot in advance, before February \_\_, 2018, in order to enable the project to begin on March 1, 2018. Other payments shall be settled according to proposal and project roadmap.
3. **Project management**: Exelot will nominate a project manager who will supervise and coordinate all project activities according to the agreed program; RDB will nominate a point-of-contact manager to ensure optimal coordination. Exelot, RDB, and DPW will convene periodic management meetings to coordinate and control the project’s milestones and achievements.
4. **Miscellaneous**

10.1 The parties hereby acknowledge that they have signed this MOU following a duly signed authorization and by the managers who are duly authorized to sign it.

10.2 The parties agree not to make any undertaking or commitment on behalf of the other party without prior consent.

10.3 This agreement is shall be valid over the program’s entire duration.

10.4 Any change, correction, or additional clause to this agreement shall be done only in writing and under the parties’ signatures.

10.5 Parties undertake to keep under strict confidentiality any confidential information related to technology and unique methods unless approved by the revealing party in writing. This obligation does not apply to situations in which the Rwandan or Israeli law requires the provision of data, information, and/or documents.

10.6 Any disagreement between parties which shall not be amicably solved shall be subject to an agreed arbitration in Hong Kong under the Hong Kong official arbitration institute.

#### Signed on behalf of EXELOT Signed on behalf of RDB

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#### Signature Signature

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#### Name Name

#### \_\_\_\_\_\_

#### Title Title

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**Appendix A - Services**

Services which shall be provided by Exelot through its system and/or subcontractors:

(The scope of services to be provided and their duration will be defined separately.)

* Contact and interfaces with trade sites for the purpose of receiving information about e-commerce.
* Receiving sea or air shipments of e-commerce products sourced from e-commerce sites that Exelot serves.
* Unloading shipments from containers.
* Storing shipments in a bonded warehouse or warehouses.
* Receiving order data from Exelot’s system to WMS warehouse management systems.
* Arranging orders for shipment in Rwanda or to neighboring countries (“pick and pack” fulfillment).
* Affixing labels according to data from Exelot’s system.
* Transmitting data and handling all customs aspects by local customs agents.
* Preparing shipment paperwork in accordance with the requirements of customs and the airline or shipping companies that will transport the goods.
* Transportation for air or sea delivery by airlines or shipping companies.
* Transferring packaged and palletized shipments with orders to Israel for receiving, clearing customs, and distribution by Exelot to end customers in Israel.
* Processing exceptional reports.
* Processing goods to be return to suppliers or other countries whether by air or sea.
* Other digital information that will be developed or used by Exelot’s system.
* Training local entrepreneurs in the use of e-commerce platforms.