



Zangze Stick & SERVICES Sales Agreement

This **Zangze Stick & SERVICES Sales Agreement ("Agreement")** is hereby entered into on this ____th day of _____, 2017 by and between the first Party, **Zangze Group AG ("Zangze" or "Company")**, a private Swiss Corporation whose Switzerland address for purposes of this Agreement is Ruessenstrasse 12, 6340 Baar / ZG, Switzerland, and who is herein represented by Rolf Wick **and**, the second Party, _____ (**"GROUP Buyer"**), a private company whose address for purposes of this Agreement is _____, and who is herein represented by _____, **and**, with Zangze, Company, and GROUP Buyer also known individually or collectively herein, as a **"Party"** or the **"Parties"**.

RECITALS :

WHEREAS, Zangze provides email, chat, instant messaging, data file transfer, and transfer of pictures or videos communication (**collectively, "SERVICES"**) to any type of Groups [informal "personal friends" Groups, or, established formal "business, social, or governmental" Groups ; **collectively "GROUP(s)"**] of as few as (2) people, or, as many as an unlimited number of people [**"User(s)"**], on a ZANGZE Internet Network Platform through which individualized and unique GROUP Virtual Private Networks (**"VPN"**) are available to enable the Users of any GROUP to securely communicate with-and-between other Users of the same GROUP. This is accomplished by each User utilizing a unique Zangze-issued, ISO-7816-Parts-1,2,3,4,8,9-Certified, Three-Factor-Authentication (**"3FA"**), RSA-Asymmetrically-Encoded, Multi-Layered-Minimum-4096-BIT, USB-Hardware Zangze Security Stick with embedded Smartcard [**"ZSS" or "Stick(s)"**] that is connected through their laptop or desktop computer, and operating under a written contract that must be entered into between each individual User and Zangze (**"User Contract"**) on the Zangze Website ;

WHEREAS, Zangze and GROUP Buyer now desire to immediately enter into this exclusive Agreement with each other for _____ Sticks (**"Initial Order"**) for _____ GROUP Buyer Users (**"Initial Users"**), upon satisfactory and mutually acceptable terms and conditions (**"TERMS"**).

NOW THEREFORE, for good and valuable consideration, the receipt of which is duly acknowledged by all of the Parties, the Parties hereby agree to proceed to enter into this Agreement specifically in full acknowledgement-of, and accordance-with, all of its' TERMS as set forth and defined hereinafter as follows:

[1] Stick & SERVICES Costs :

The cost of the Stick shall vary from time-to-time at the sole discretion of Zangze (with due notice to be given by Zangze regarding any such Stick cost changes), depending upon variable factors including, but not limited to, the capacity and capabilities of the Stick at any such time including the degree of Multi-Layered-Asymmetric-Encoding present in the Stick at any such time (i.e., 4096 Bits, etc.,). The cost of the Stick to each GROUP Buyer User at the time of entering into this Agreement shall be the one-time sum paid in advance of **Two Hundred and Forty-Nine CHF (CHF 249 ; "Set-Up Fee")**, plus, the annual recurring sum paid in advance each year of **One Hundred and Ninety-nine CHF (CHF 199 ; "Annual Use Fee")**. Thus, the total initial costs due Zangze under this Agreement from the GROUP Buyer for _____ User Sticks and accompanying SERVICES for the first year under this Agreement, shall be [_____ (x) CHF448] which is equal to the sum of _____ CHF _____ ; (**"Initial Costs"**).

[2] Payment & Routing of Initial Costs :

The GROUP Buyer hereby UNCONDITIONALLY warrants and attests that the Initial Costs funds paid to Zangze hereunder for this Initial Order shall be good, clean, clear, non-criminal, and non-terrorist in nature, and freely available to Zangze before each GROUP Buyer User enters into their User Contracts on the Zangze Website. The amount of the Initial Costs due Zangze under this Agreement, shall be immediately distributed by the GROUP User by International **SWIFT** Bank Wire Transfer to Zangze as follows:

- Account / Bank Name : Zangze Group AG / Credit Suisse
- IBAN / SWIFT Code : CH97 0483 5123 4844 6100 0 / CRESCHZZ60A

[3] Complete Registration and Full Disclosure By GROUP BUYER Users :

- (A) In order to use Zangze SERVICES, the GROUP Buyer (and all their Users) must be willing to provide true, correct, and complete personal data and full disclosure in accordance with ZSS application-form requirements, as well as to periodically update this registration data to remain true, correct, actual, and complete. If Zangze shall have substantive evidence to believe that any required User data is not true, or incorrect, or expired, or incomplete, then Zangze shall have the right to give notice to the User to immediately correct such data, and if not satisfactorily corrected by the User, to then delete such User account temporarily or permanently, or, to cancel it immediately or in the future.
- (B) Each User needs to register on the Zangze Webpage (www.zangze.com), and fully complete the ZSS application providing Zangze with (but not limited to) their full legal Name, physical residence address, E-Mail address, Country-or-State-issued Photo ID or Passport copy, and their initial choice of a Password (for initial registration purposes only).
- (C) Excepting the Initial Users in the first year, each additional new GROUP Buyer User in the first year (or Initial User in subsequent years) must pay for the SERVICES using ONLY direct Bank-to-Bank Wire Transfer. Upon complete registration, the User will receive confirmation from Zangze within 1-hour. Thereafter, Zangze will send the Invoice with Payment instruction. After full payment to Zangze, the Stick and accompanying Smartcard and PIN will be sanded to the User (by post-delivery).

[4] Access to Zangze SERVICES & User Legitimization :

Access to SERVICES is available to Users who are properly registered on Zangze (including having made full payment to Zangze for the SERVICES) and who are legitimized and properly identified for use by Zangze. Currently, the following legitimization and identification data will be applicable:

- * Zangze - issued User Account number, and, GROUP Buyer number ;
- * Zangze -issued User PIN number ;
- * User's self-chosen initial Password, and, User's self-chosen ultra-secure *Changed Password* ;

Zangze has the right to introduce revised or additional Stick data legitimization and identification requirements (and accompanying Sticks), and, to accordingly withdraw existing ones at any time.



[5] Loss of Password:

In the event that the User loses his Stick (or, if using the Zangze Mobile APP, loses or replaces his smartphone), then they will be obligated to immediately notify Zangze of this, and, must either order (and pay for) a new Stick, and/or, again download the Zangze Mobile APP on their new smartphone.

Additionally, Zangze does not store (or have access) to the User's Password after initial registration. Therefore, in the event that the User loses or forgets their self-chosen Password, Zangze cannot provide the User with their Password, and in such case, the entirety of the User's Data cannot be restored by Zangze (and will be lost), and, the User must order (and pay for) a new Stick.

[6] Data & Messages Transfer Protection, Privacy, and SWISS Security :

The protection of GROUP Buyer User data is of the highest importance to Zangze. Zangze shall make all reasonable efforts at all times to endeavor to protect User and GROUP Buyer data from unauthorized access and/or destruction. In this regard, PLEASE NOTE THAT :

ALL User and GROUP Buyer data is protected by the Swiss Federal Data Protection Act (DPA) and the SWISS Federal Data Protection Ordinance (DPO) which offers, arguably, the strongest privacy protection in the world for both personal individuals and corporate entities. ONLY a court order from the SWISS Cantonal Court of Geneva or the SWISS Federal Supreme Court can compel Zangze (and, even the U.S. Government CANNOT compel Zangze) to release the extremely limited User and GROUP Buyer information that Zange has.

Additionally, all of the following security components of the SERVICES will also apply :

- * Zangze - issued User Account number, and, (if Group) affiliated Group number ;
- * Zangze - issued User PIN number ;
- * User's self-chosen initial Password, and, User's self-chosen ultra-secure Changed-Password ;
- * Zangze - issued Stick, minimum-4096-Bit, RSA-Asymmetric Encrypted, 3FA ;

- * User and Group Messages and data are stored on (and transmitted through) the ZANGZE Servers in Switzerland in multi-layered minimum-4096-Bit encrypted format. They are also transmitted in encrypted format at all stages between the ZANGZE Servers and User's Sticks or smartphones, thus the risk of message interception by any "Man-in-the-Middle" is largely-and-nearly eliminated ;

- * Minimum-4096-BIT end-to-end multi-layered encryption method of transmitting data where only the Users communicating with each other can access and read the messages. By using this method of Asymmetric cryptographic keys, and individual Sticks that only the Users have control over, no eavesdroppers can decrypt and read the messages or data (AND, IN FACT, NOT EVEN the Zangze Servers that actually transmit the User and GROUP Buyer messages and data, can decrypt and read such messages and data).



[7] “NO” Zangze Access / Copy / Control of Messages & Data :

Because of the unique nature of the Stick-to-Stick (End-to-End) Multi-Layered-minimum-4096-Bit RSA-Asymmetrically Encrypted, 3FA, communication methodology being used between Users over each unique Group VPN, ZANGZE CANNOT ACCESS OR CONTROL the contents of User messages and data forwarded-and-transported using the SERVICES, or, STORE, RETAIN, OR RECOVER User messages and data AFTER IT IS DULY RECEIVED BY the intended User Recipient. Therefore ZANGZE CANNOT AND DOES NOT ASSUME any responsibility for the correctness, appropriateness, and quality of such contents, especially regarding mistakes, incorrectness, or incompleteness regarding the contents, or losses and damages that occur during contents use which has been published and sent through the SERVICES in any way.

Furthermore, User acknowledges that they agree that Zangze shall not bear any responsibility or liability whatsoever for the deletion of data regarding any information, any communication, or other contents entered by a User and transmitted through the SERVICES that is subsequently received (by the intended User recipient).

[8] Users and GROUP Buyer Prohibitions :

Users and the GROUP Buyer are strictly forbidden by Zangze to engage in ANY of the following, and as such, if discovered by Zangze, will be subject to immediate termination by Zangze and immediate referral of the User and/or GROUP Buyer by Zangze to appropriate and applicable law enforcement agencies:

- (A) ANY terrorist activities of any nature whatsoever, or, to publish data, texts, pictures, databases, connections, software, or other contents that are illegal, harmful, threatening, subject to fraud, burdening, calumnious, vulgar, obscene, promoting hatred, or which may be otherwise racist in any other way ;
- (B) In any way, be harmful to-or-for under-aged persons ;
- (C) To present oneself as some other person using the SERVICES (i.e., as a ZANGZE agent or other ZANGZE responsible person in any capacity, or, to state a non-existing relationship with any such person) ;
- (D) To enter, send by e-mail, or transmit in any other way, data contents for reproduction of which User is not authorized (i.e., on the basis of secrecy, etc.) ;
- (E) To harvest or otherwise collect information about other Users, including email addresses, without their consent, or to use transaction data (in particular received e-mails) outside of the transaction for advertising, solicitation, etc.

[9] Release From Third Party Liability Caused by Users or GROUP Buyer :

Users and GROUP Buyer acknowledge that Zangze and all employees or other business partners of Zangze, shall be released and protected from any claim or requirement set forth by any third parties because of or-due-to ANY contents entered, published, or transmitted by User or the GROUP Buyer within the SERVICES, or resulting from a violation by the User or GROUP Buyer of the Terms and Conditions of the User Contract. This includes the reasonable direct time charges and direct and indirect out-of-pocket costs of Zangze's attorneys (and any other possibly damaged parties) in response to such claim or requirement set forth by any third parties.

[10] Warranty of Title to Sticks & Related SERVICES (Hardware & Software) :

Zangze hereby represents and warrants to GROUP Buyer that Zangze is the developer and legal and rightful owner of the Sticks (“**Hardware**”) and accompanying-supporting operating code on the Sticks’ SmartCard (“**Software**”), and, to the underlying SERVICES provided, and has the legal right to grant to the GROUP Buyer all rights set forth in this Agreement. In the event of any breach (that is legally proven and recorded in an appropriate Court of Law) of the foregoing representation and warranty, GROUP Buyer’s sole remedy shall be to require Zangze to either : *i*) procure, at Zangze’s expense, the right to use the Hardware and Software, or, *ii*) replace the Hardware and Software or any part thereof that is in breach with Hardware and Software of comparable functionality that does not cause any breach.

[11] Warranty of Functionality :

EXCEPT AS SPECIFICALLY SET FORTH BELOW IN THIS **SECTION [11]**, ZANGZE MAKES NO WARRANTY TO LICENSEE WITH RESPECT TO THE STICKS & SERVICES, AND GROUP Buyer DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

For a period of one year following delivery of the Hardware to GROUP Buyer (“**Warranty Period**”), Zangze warrants that the Hardware and Software shall perform in all material respects according to Zangze’s specifications concerning such Hardware and Software (“**Warranty**”) when used with the appropriate Computer and/or Smartphone equipment. In the event of any material breach of this Warranty, GROUP Buyer shall promptly notify Zangze and return the Hardware to Zangze at GROUP Buyer’s expense. GROUP Buyer’s sole remedy shall be that Zangze shall correct the Hardware defect so that it operates according to the Warranty, and return the corrected Hardware to GROUP Buyer at Zangze’s expense. This Warranty shall not apply to any Hardware if any obvious abuse of the Hardware has occurred (i.e., physical or water damage), and/or, if any attempt of tampering or modification of the Hardware has been made by anyone, and/or, if used improperly or in an environment not approved by Zangze.

[12] Software Maintenance Updates :

Zangze shall continuously and automatically provide to all Users of the Hardware, at no cost to GROUP Buyer or Users, all new, corrected, or enhanced capabilities for its Stick Software (“**Software Maintenance Support**” ; with the possible exception of the “no cost provision” to GROUP Buyer or Users, at the sole discretion of Zangze, of any increases in the Multi-Layered-Asymmetric-Encoding beyond 4096 BITS). Any such enhancements shall include all modifications to the Software (except specifically for the exception noted above) which increases the security, speed, efficiency or ease of use of the Hardware.

[13] Income Taxes / Other Taxes :

All Parties to this Agreement shall be individually and solely responsible for the payment of whatever personal and/or corporate and/or governmental income taxes that may be due by either as a result of this Agreement. GROUP Buyer shall pay or reimburse Zangze as appropriate for any sales, use, excise or other tax imposed or levied with respect to the GROUP Buyer payment of the purchase price for the Sticks, or, the conveyance of title in the Sticks by Zangze to the GROUP Buyer.



[14] Notices / Entirety :

All notices to any Party shall be in writing and delivered either in person, or, by prepaid Certified Mail (return receipt requested), or, by overnight Private Carrier (**i.e.**, Federal Express) to the Parties at their addresses as set forth herein and shall be deemed received (3) days after deposit thereof. The TERMS of this Agreement presented herein constitute the entire understanding between the Parties and supersede any other verbal or written understanding (either implied or interpreted) by the Parties, and no modifications to the TERMS of this Agreement may be made except by a writing signed by all Parties.

[15] E-mail Copies / Authority / Intellectual Property :

E-mail copies which are printed out by the recipient thereof and duly executed (including E-Mail digital signatures) and dated by the Parties, and then E-Mailed back to the other Parties of this Agreement shall be considered legal and fully binding. Each Party herein represents and warrants that they have full authority to execute this Agreement on their personal behalf, and/or, on behalf of their respective company, and further, that all of the **RECITALS** hereinbefore are true, accurate, and complete. Each of the Parties hereto acknowledges, recognizes, and agrees that, notwithstanding the issuance of this License by Zangze to the Licensee, Zangze shall nonetheless continue to unconditionally own all right, title and interest in all Intellectual Property and Software associated with and owned by Zangze in regard to the Sticks and SERVICES, and Licensee shall have no ownership rights therein whatsoever.

[16] Translation / Interpretation / Assignment / Jurisdiction :

This Agreement may be translated into Swiss-German or any other language, but the operable, interpretive, and enforceable version of this document shall be strictly and absolutely in English. Neither this Agreement nor any interest in this Agreement may be assigned by Licensee without the prior express written approval of Zangze. This Agreement shall be subject to all current and prevailing International Law, but strictly interpreted and enforceable in accordance with the laws of Switzerland, and all of its' TERMS as set forth herein shall be binding upon the Parties hereto, and/or, their respective successors.

NOW THEREFORE, for good and valuable consideration, the Parties hereby enter into this Agreement of their own free will, and without any duress, on the dates set forth below.

Agreed on this ____ day of _____, **2017**

Agreed on this ____ day of _____, **2017**,

on behalf of **Zangze**,

on behalf of **GROUP Buyer**,

By _____

By _____

Rolf Wick