

**PROTOCOL OF COOPERATION
(THE "POC")**

BETWEEN

AACID & REFAI-NGO



AND

PERFECT PIZZA, INC.

PROTOCOL OF COOPERATION

On this _____ day of March 2021, this Protocol of Cooperation (the "POC") is hereby entered into and executed by the Parties listed below, for the purpose of creating a Protocol of Cooperation to mutually benefit the involved Parties.

First Party:

AACID & REFAI-NGO

Baarerstrasse 137, 6300 Zug - SWITZERLAND

Email: info@acid.org & info@refaingo.org

Represented by:

H.E. Minister Emad Tareq Al Janabi, President of AACID; and

H.E. Amb. Prof. Dr. Hecham Zentah President of REFAI-NGO

Second Party:

Perfect Pizza, Inc.

16477 Bernardo Center Drive

San Diego, CA 92128

Email: tasha@perfectpizza.us

Represented by:

Ms. Latashia Robinson, President & CEO

Introduction:

Since the First Party is a "non-profit humanitarian organization" working to seek to participate in the establishment of development and charitable projects in many non and underdeveloped countries around the world, inclusive of Africa and the Arab countries, and working directly for a long time with many governments in African and the Arab countries were the First Party are very well introduced and respected and since the Second Party is a "**Franchisor**" in the field of ("**Pizza Franchises**") and wants to cooperate and participate with the First Party to establish projects or to realise any deals within its jurisdiction in the countries it is active through the First Party and to have a role and participation in humanitarian development projects adopted by the First Party, and since the Second Party has the desire to cooperate with the First Party and to be a strategic partner of the First Party, and the First Party agrees to that, the two Parties have agreed to sign this Protocol of Cooperation between them within the following terms and conditions :

1. The introduction to this Protocol is an integral part of any potential business undertakings contemplated between the two Parties.

2. Strategic Partnership:

As of the date of signing this Protocol, the Second Party becomes a strategic partner of the First Party organization and enjoys all the advantages and privileges granted to the strategic

partner, and the First Party becomes a strategic partner of the Second Party organization and enjoys all the advantages and privileges granted to the strategic partner, and both Parties have the right to use the logo of the other Party on their website with the link that allows access to the other Party's web page.

3. Objectives of this Protocol:

To establish the relationship between the Parties as it pertains to possible business and business associations.

4. Duties of the Parties:

The Party of the First Part shall supply Franchises in the business of Pizza and other food products products to the Partnership.

The Party of the Second Part shall supply or facilitate a direct distribution of Piza and other food products products to the Partnership.

5. Contracts:

This Protocol is the general framework for cooperation between the two Parties, but when it is agreed to establish any specific joint project or deals in any country, a separate detailed contract for that project or deal will be signed under the umbrella of this Protocol , where the two Parties will have in any contract will be signed a specific percentage allocated in that project where will be agreed upon between the two Parties in each project separately according to the nature of each project and it's special circumstances .

In the event that, for any reason, this Protocol is terminated, the signed project contracts are not affected directly or indirectly by the termination of this Protocol, but are subject to the terms and conditions of those contracts.

6. Management:

Both Parties shall appoint a designated individual to represent and manage all services being delivered. The following individuals are hereby appointed as primary points of contact and representative managers for their respective employers:

First Party: H.E. Amb. Prof. Dr. Hecham Zentah as President of the REFAI-NGO;
H.E. Minister Emad Tareq Al Janabi, President of the AACID; and

Second Party: Ms. Latasha Robinson as President and CEO of Perfect Pizza, Inc.

7. Definitions And Interpretations:

"Confidential Information" means any secret or proprietary information relating directly to either Party's business, including but not limited to customer lists or information, names and addresses relating to customers, technical information, Intellectual Property, inventions and research programs, investor lists, and all information that will be formed jointly by the Parties throughout the term of this Protocol and the joint business relationship. Confidential Information may be disclosed to either Party directly or indirectly, orally, or visually. The terms and conditions of this Protocol shall also be deemed Confidential Information.

Confidential Information does not include any information which: (a) at the time of disclosure or thereafter is or was generally available to and known by the public (other than as a result of disclosure by either Party); (b) is or was available to either Party, its advisors, agents, independent contractors or any of its representatives on a non-confidential basis from a source other than the other Party; or (c) has been independently acquired or developed by either Party, its advisors, affiliates, agents, independent contractors or any of its representatives without violating this Protocol .

8. Partnership:

The Parties have agreed to enter into a cooperation Protocol. As such, no employer/employee relationship is created or implied.

Both Parties shall remain for the entirety of this cooperation Protocol independent contractors and will have the rights and abilities as such.

9. Indemnification:

Both of the Parties agree to hold the opposite Party harmless in the instance of injury, loss, or damages outside of cases of willful misconduct or gross negligence.

Each Party, along with their respective officers, directors, employees and agents shall be indemnified and held harmless by the cooperation Protocol from and against any and all claims, losses, liabilities, expenses, judgments and amounts paid in settlement arising out of any act (or omission) performed in connection with the cooperation Protocol; provided, however, that such act or omission was taken in good faith and did not constitute gross negligence or willful misconduct on the part of a Party. Any such indemnity under this Paragraph shall be paid solely out of and to the extent of the cooperation Protocol assets, or applicable insurance that the cooperation Protocol will obtain, and shall not be a personal obligation of any Party. Provided, however, in the event that a Party engages in willful misconduct, the indemnifying Party will pay for the other Party's losses, damages, liabilities, and expenses incurred as a result of the indemnifying Party's willful misconduct and such indemnification shall not be paid out of the cooperation Protocol assets.

10. Limitation Of Liability:

No Party shall have any liability to the other Party or to the cooperation Protocol for any loss suffered as a result of any action, omission (failure to take action) or error in judgment, provided that such course of conduct did not constitute gross negligence or willful misconduct. No Party shall be liable to any other Party in the event that the Party is unable to fulfill its obligations herein despite exercising reasonably good faith efforts.

11. Intellectual Property:

All materials and property included in this Agreement shall remain the intellectual property of the respective Party producing such items.

Unless written notice is provided no intellectual property shall exchange ownership during the term of this Protocol of Cooperation .

12. Entire Agreement:

This Protocol of Cooperation along with any attached exhibits shall for all considerations be the entire Agreement.

Upon entering into this Protocol of Cooperation any and all previous agreements between the Parties in either written or oral form shall be considered void.

13. Assignment:

At no point during this Protocol of Cooperation shall either Party involved trade, delegate, or assign any portion of this Protocol of Cooperation to any non-authorized third-party entities.

14. Notices:

In the event notification is required to be made by either Party it may be personally delivered or may be delivered by certified letter to the receiving Party.

The Parties will receive all notifications to the addresses mentioned above close to the name of each Party.

15. Severability:

If any condition within this Protocol of Cooperation is found to be invalid or unenforceable, the Parties by mutual agreement shall obtain the right to replace said condition with a similar enforceable provision as deemed necessary.

Upon the substitution of any conditions in this Agreement all other conditions will remain in full effect and shall not be altered.

"Events of Default" means any of the following:

- a) the failure of a Party to perform, comply with, or observe any other term, condition, or provision in this Protocol or any governance document of the Alliance entity, and the continuance of such failure for a period of thirty (30) days after such Party's receipt of written notice from the other Party specifying the failure;
- b) the involuntary transfer by a Party of its interest in this Protocol of Cooperation or, except as specifically permitted pursuant to this Protocol, the voluntary attempt to or actual transfer of its interest in the Protocol of Cooperation without the other Party's prior written consent.
- c) the dissolution of any of the Parties.
- d) the filing of a petition by a Party: (i) in any insolvency proceeding; or (ii) for the appointment of a liquidator or receiver for all or substantially all of the Party's property or for the Party's interest in this Protocol of Cooperation; and a Second Party's written admission that it cannot meet its obligations as they become due.

"Force Majeure" means an unforeseen event that is not reasonably within the control of the individual Parties. Examples of Force Majeure events include any act of God, strike, lockout, act of public enemy, war, blockade, public riot, earthquake, lightning, fire, storm, flood, computer virus and any other similar cause or occurrence.

16. Governing law of this Agreement:

The governing law of this Protocol shall be the United Nations international laws and regulations of the NGO and also the laws and regulations in force in Zug, Switzerland .

17. Duration of this Agreement:

The term of this Protocol is one year from the date of its signature and it is renewed automatically. In the event that either of the Parties wishes not to renew this Protocol, that Party shall inform the other Party of its desire not to renew within a period of not less than sixty (60) days from the date of its renewal This Protocol can be terminated at any time with the agreement of the two Parties provided that the Party wishing to terminate this Protocol informs the other Party sixty (60) days before the date on which it wishes to terminate this Protocol and provided that both Parties agree and sign the termination decision .

In the event that this Protocol is terminated and any contract or agreement concluded between the two Parties regarding any joint project under the umbrella of this Protocol remains, then

21. Annexes :

This Protocol includes one (1) Annex Content of the copies of the ID's or Passports of the Parties. This Protocol can have, at any time, any number of Annexes and will be considered as an integral part of this Protocol and shall be read at all times together. Any Annex(s) shall be executed by both Parties.

22. Copies Of The Protocol And It's Adopted Language:

This Protocol is made up of 22 Articles on 8 Pages plus one (1) Annex, inclusive of this signature page. Three (3) original copies, in English, after being read and agreed to by all Parties, shall be submitted with the First Party receiving two (2) original copies, and the Second Party shall receive one (1) original copy to execute.

This Strategic Alliance Protocol is hereby mutually acknowledged, accepted, and executed by both Parties on this ____ day of March 2021.

First Party
AACID



By: _____
H. E. Amb Emad Tareq Al Janabi.
President

REFAI-NGO



By: _____
H. E. Amb.Dr. Hecham Zentah,
President

Second Party :
Perfect Pizza, Inc.

By: _____
Latashia Robinson,
as President & CEO