

TEAMING AGREEMENT

between

BUSINESS CONNEXION (Tanzania) LTD (the Team Leader)

and

NET-SOFT CONSULT (T) LTD (the Team Member)

1. DEFINITIONS

In this Agreement, unless clearly inconsistent with or otherwise indicated by the context –

- 1.1. "the/this Agreement" means the agreement set out in this document together with the annexure hereto and any agreed written amendments hereto, and including each Specific Teaming Agreement signed by the Parties in terms of clause 3;
- 1.2. "Business Connexion Group" means Business Connexion Group Limited, Registration Number 1988/005282/06, and its subsidiaries from time to time;
- 1.3. "Client" or "Clients" means any person(s) who, from time to time, request submissions for the provision of products and/or services;
- 1.4. "Cost Schedule" means the charges to be levied by the Team Member to the Team Leader in respect of the Products and/or Services supplied by the Team Member, as set out in the relevant Opportunity Schedule;
- 1.5. "Effective Date" means the date on which this Agreement becomes effective and will be the date on which it is signed by the Party doing so last in time;
- 1.6. "Commencement Date" means the date on which a Specific Teaming Agreement becomes effective, as set out in the relevant Opportunity Schedule;
- 1.7. "Intellectual Property" means all copyright, rights in business names, trade marks, trade names, service marks, patents, designs and/or inventions as well as all rights to source codes, trade secrets, confidential information, know-how and all other rights of a similar character (regardless of whether such rights are registered and/or capable of registration) and all applications and rights to apply for protection of any of the same;
- 1.8. "Opportunity" means any opportunity to submit a response and/or proposal and/or quotation to a potential Client, whether or not solicited by such potential Client, and as set out in paragraph 4 of any Opportunity Schedule;
- 1.9. "Opportunity Schedule" means each opportunity schedule substantially in the form attached to this Agreement, to be submitted by The Team Leader to the Team Member in terms of clause 3 and setting out the relevant details pertaining to a specific Opportunity, including *inter alia* the roles and obligations of the Parties and the profit-sharing with respect to such Opportunity;
- 1.10. "Parties" means the Team Leader and the Team Member, collectively;
- 1.11. "Party" means either one of the Parties as the context may indicate;
- 1.12. "Prime Rate" means the interest rate (expressed as a % per annum, compounded monthly) from time to time published by Stanbic Bank Tanzania Limited as being its minimum overdraft rate at which it lends to its most valued customers in the corporate sector, as certified by any manager of such bank, whose appointment or authority shall not be necessary to prove, and which certificate shall, save manifest error of calculation, be *prima facie* proof of the contents thereof;
- 1.13. "Products" means the products to be provided by the Team Member to the Team Leader for the purposes of an Opportunity and this Agreement, as set out in the relevant Opportunity Schedule;
- 1.14. "Response to Opportunity" means any written response by the Team Leader to a potential Client for purposes of an Opportunity;
- 1.15. "Schedule" means the document attached as annexure hereto;
- 1.16. "Services" means the services to be rendered by the Team Member to the Team Leader for purposes of an Opportunity and this Agreement, as set out in the relevant Opportunity Schedule;
- 1.17. "Signed" or "signature" means a hand-written signature, excluding any signature appended by electronic communication.;
- 1.18. "Specific Teaming Agreement" means each separate Specific Teaming Agreement concluded between the Parties in terms of clause 3, and which will consist of the provisions of this Agreement, a completed and signed Opportunity Schedule and any applicable quotation/proposal that may be attached thereto;
- 1.19. "Team Member" means the Party who will act as the Team Member in any particular Opportunity as indicated in the relevant Opportunity Schedule;

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- 1.20. “Team Leader” means the Party who will act as Team Leader in any particular Opportunity as indicated in the relevant Opportunity Schedule; and
- 1.21. “VAT” means Value Added Tax in terms of the Value Added Tax Act, or any similar tax on the supply or sale of goods and/or services; and
- 1.22. “Writing” or “written” includes any hand-written, typewritten or facsimile communications but excludes any communication by way of a data message, unless use of a data message has been expressly authorised herein.

2. APPOINTMENT

- 2.1. The Parties agree to participate from time to time in future Opportunities, as well as the implementation thereof (if awarded), by the provision of the Products and/or Services on the terms and conditions set out herein and in the relevant Specific Teaming Agreements.
- 2.2. The Parties record that the signature of this Agreement does not place an obligation on either Party to engage the other for any specific Opportunity, or each Party shall be entitled in its sole discretion to elect when and in respect of which Opportunity to request the other Party to respond to an Opportunity in terms of this Agreement.

3. CONCLUSION OF SPECIFIC TEAMING AGREEMENTS

- 3.1. In the event that either Party elects to engage with the other Party in relation to a specific Opportunity, such Party shall present the other Party with its requirements to this effect, which may include the Client's written requirements regarding the Opportunity. All communications between the Parties in terms of this clause 3.1 and any subsequent communications relating to the specific Opportunity shall be subject to the provisions of this Agreement.
- 3.2. If the Parties decide to participate in an Opportunity, they shall firstly determine who will act as the Team Leader and who will act as the Team Member in respect of that Opportunity.
- 3.3. The Team Member shall provide the Team Leader with a written quotation /proposal based on the requirements communicated in clause 3.1.
- 3.4. Each Specific Teaming Agreement read together with the terms and conditions of this Agreement, shall constitute a separate agreement in respect of the Products and Services set out in that Specific Teaming Agreement.
- 3.5. No terms and conditions contained on any quotation shall be of any force or effect, and all such terms and conditions are replaced in their entirety by this Agreement. In the event of a conflict between the terms of any Opportunity Schedule and this Agreement, this Agreement shall prevail.
- 3.6. The Parties will under no circumstances commence with the execution of any Opportunity without first having concluded a Specific Teaming Agreement relating thereto. No oral or implied or tacit agreement relating to an Opportunity shall be binding between the Parties.

4. DURATION

- 4.1. This Agreement shall commence on the Date of Signature and subject to the provisions of this Agreement continue indefinitely, provided that:
 - 4.1.1. a Specific Teaming Agreement shall be terminated:
 - 4.1.1.1. at any time prior to the award of a specific Opportunity to the Team Leader, if the Team Leader elects, in its sole discretion, not to proceed with the Response to Opportunity; and
 - 4.1.1.2. forthwith, if the Opportunity to which such Specific Teaming Agreement relates is not awarded to the Team Leader; and
 - 4.1.1.3. upon conclusion of an operational agreement regarding the specific awarded Opportunity.
 - 4.1.2. the cancellation or termination of any Specific Teaming Agreement shall not automatically result in the cancellation or termination of this Agreement or of any other Specific Teaming Agreement then in force and effect.
- 4.2. If a Specific Teaming Agreement is terminated in accordance with clause 4.1.1.2, then the Team Member shall, notwithstanding any other provision of this Agreement, be entitled to approach the Client directly in respect of the Opportunity to which the terminated Specific Teaming Agreement relates, provided that the Team Member shall at all times remain bound by the provisions of clauses 8 to 17.

5. OBLIGATIONS OF THE PARTIES

5.1. Acknowledgements by the Team Member

The Team Member acknowledges and agrees that:

- 5.1.1. in respect of any quotation/proposal submitted to the Team Leader in terms of clause 3.3, it has satisfied itself with the scope of the Client requirements, fully understand same and does not rely solely on the communications received from the Team Leader; (Tender Condition precedent)

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- 5.1.2. only the Team Leader shall communicate and/or engage with the Client in respect of the Opportunity and as such the Team Member shall at all times engage only with the Team Leader with regard to all aspects of the Opportunity and shall not, unless otherwise provided for in this Agreement or the Team Leader had given its prior written consent thereto, engage directly with the Client; and
- 5.1.3. the Team Member might not be the sole Team Member with which the Team Leader has or will contract in respect of preparing the Response to Opportunity and/or other aspects of the Opportunity, and the Team Member undertakes to co-operate fully with the Team Leader and/or with any other Team Members whom the Team Leader may reasonably direct, in respect of preparing the Response to Opportunity and any other aspects related to the Opportunity.

5.2. General obligations of the Team Member

- 5.2.1. If the Opportunity is awarded to the Team Leader then the prices for the Products and/or Services shall be those prices set out in the Opportunity Schedule. The Team Member shall be entitled to increase its prices set out in the Opportunity Schedule only on the basis set out in the Opportunity Schedule.
- 5.2.2. In addition to the Team Member's specific roles and responsibilities set out in the relevant Opportunity Schedule, the Team Member shall-
 - 5.2.2.1. adhere to all reasonable requests from the Team Leader;
 - 5.2.2.2. under no circumstances have any authority whatsoever to contract in the name of, or to create any liability whatsoever in the name of, or on behalf of the Team Leader and/or the Client, without their prior written consent. In particular, the Team Member shall not conclude any contracts nor sign any document on behalf of the Team Leader and/or the Client, without their prior written consent;
 - 5.2.2.3. make available sufficiently qualified and experienced personnel for the purpose of providing the quotation/proposal and , if required by the Team Leader, preparing the Response to Opportunity in conjunction with the Team Leader and any other Team Members;
 - 5.2.2.4. make available to the Team Leader all information pertinent to the Products and/or Services which is required by the Team Leader. The Team Member acknowledges that the Team Leader will rely upon the accuracy, completeness and correctness of all information furnished by the Team Member;
 - 5.2.2.5. prepare, in consultation with the Team Leader and other Team Members, if applicable, and subject to the Team Leader's reasonable directions, those sections of the Response to Opportunity that it is requested by the Team Leader to complete.
 - 5.2.2.6. participate in any demonstrations, operational tests, presentations, negotiations and/or discussions at which the Team Leader requires the Team Member's presence with the Client;
 - 5.2.2.7. supply any additional information, as requested by the Team Leader, to the Team Leader within 3 (three) Business Days of the written request from the Team Leader, in sufficient detail to enable the Team Leader to make a proper assessment thereof;
 - 5.2.2.8. unless otherwise agreed to in writing by the Team Leader, not in any manner whatsoever discuss with and/or contact the Client in regard to any aspect of the Opportunity, any Response to Opportunity, Specific Teaming Agreement, or this Agreement; and
 - 5.2.2.9. ensure that all its employees, agents and other representatives shall –
 - 5.2.2.9.1. carry out all reasonable and fair instructions given to them by the Team Leader;
 - 5.2.2.9.2. comply with all applicable confidentiality undertakings contained in this Agreement;
 - 5.2.2.9.3. refrain from any action that may be prejudicial or adversely affect the Team Leader, the other Team Members or the Client or any of such parties' standing, reputation or goodwill;
 - 5.2.2.9.4. comply with all security, operational and disciplinary procedures of the Team Leader and/or the Client, as the case may be; and
 - 5.2.2.9.5. attend all scheduled and/or urgent meetings requested by the Team Leader.
- 5.2.3. Should the Team Member fail to comply with the provisions of this clause 5, the Team Leader shall be entitled, without prejudice to its right to claim damages and/or to any other remedy under this Agreement or otherwise, and without incurring any liability whatsoever to the Team Member or to any third party, to summarily terminate this Agreement and/or the relevant Specific Teaming Agreement regulating the Opportunity.

5.3. Rights and Obligations of the Team Leader

- 5.3.1. In addition to the Team Leader's specific roles and responsibilities set out in the relevant Opportunity Schedule, should the Opportunity be awarded to the Team Leader:
 - 5.3.1.1. the Team Leader shall act responsive in respect of the Response to Opportunity and any subsequent Opportunity Agreement;

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- 5.3.1.2. the Team Leader shall be responsible for the co-ordination and assigning of tasks to various Team Members, and all other issues it deems appropriate in respect of preparing the Response to Opportunity and in respect of the implementation of the Opportunity;
- 5.3.1.3. the Team Leader, or its nominee, shall act as integrator in the design and development of system interfaces between the various components and systems which may be required in respect of the Opportunity to the respective team members, and shall be responsible for the channelling of all information necessary between the team members in respect of such interfaces; provided that the Team Member undertakes to co-operate with and advise the Team Leader in good faith in this regard;
- 5.3.1.4. provided that the Team Member undertakes to co-operate with and advise the Team Leader in good faith and provides the Team Leader with the assistance required as contemplated in clause 5.2.2.8, the Team Leader shall be solely responsible for marketing the proposal contained in the Response to Opportunity to the Client;
- 5.3.2. Under no circumstances have any authority whatsoever to contract in the name of, or to create any liability whatsoever in the name of, or on behalf of the Team Member and/or the Client, without their prior written consent. In particular, the Team Leader shall not conclude any contracts nor sign any document on behalf of the Team Member and/or the Client, without their prior written consent;

6. REMUNERATION FOR PREPARING RESPONSES TO OPPORTUNITY

Neither Party shall be entitled to any remuneration for preparing the Response to Opportunity and/or for assisting in preparing the Response to Opportunity and presenting same to the Client and fulfilling its obligations set out in this Agreement.

7. CONSIDERATION AFTER AWARD OF OPPORTUNITY

- 7.1 In the event that a Opportunity is awarded to the Team Leader ("the Awarded Opportunity"), the total amount paid by the Client to the Team Leader for the implementation of the Awarded Opportunity shall be distributed between the Team Leader and the Team Member with regard to the actual contributions, in the proportions set out in the relevant Opportunity Schedule, by direct transfer into the bank account advised by the Team Member from time to time.
- 7.2 All payments to the Team Member in terms of clause 7.1, are subject to the Team Leader having received payment from the Client for the charges passed to the Client, and the Team Leader shall, within 14 (fourteen) calendar days after receiving the relevant payment from the Client, pay the amount to the Team Member, subject to exchange control approvals.

8. RELATIONSHIP OF THE PARTIES

- 8.1. Nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture or the like between the Parties nor to constitute one Party the agent of the other for any purpose.
- 8.2. No Party shall by reason of the actions of the other Party incur any personal liability as a partner to any third party and no Party shall be entitled to authorise, to represent or hold out to any third party that the relationship between the Parties is that of a partnership, joint venture or the like as aforesaid.
- 8.3. The Team Member shall at all times remain independent of the Team Leader and neither the Team Member nor any employees or agents of the Team Member shall be regarded as an employee of the Team Leader or the Client as may be defined in any statute, regulation, agreement or policy that may regulate an employer/employee relationship or any substituted legislation replacing them, shall not apply to the relationship between the Parties.

9. INTELLECTUAL PROPERTY RIGHTS

All right, title and interest in and to all Intellectual Property relating to any products owned by the Parties, their vendors and/or suppliers and the software used to implement such products shall at all times remain the sole property of such Parties, their vendors or suppliers.

10. CONFIDENTIALITY

- 10.1. Each Party hereby undertakes to the other Party, for the continuance of this Agreement and for a period of 2 (two) years from the expiry or termination thereof, as the case may be:
 - 10.1.1. to keep confidential all information whether written (including information contained in electronic format) or oral concerning the business and affairs of the other Party that it obtains or receives from the other Party or any third party ("the Information");
 - 10.1.2. not without the other Party's written consent to disclose the Information in whole or in part to any person save its employees, agents and/or consultants involved in the implementation of this Agreement, and who have a need to know the Information;
 - 10.1.3. to use the Information solely in connection with the implementation of this Agreement and not for its own benefit or that of any third party; and
 - 10.1.4. to keep confidential the terms and conditions of this Agreement.
- 10.2. The provisions of clause 10.1 shall not apply to the whole or any part of the Information which is:

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- 10.2.1. already known to the recipient without obligation of confidence;
 - 10.2.2. independently developed by the recipient;
 - 10.2.3. publicly available without breach of this Agreement;
 - 10.2.4. lawfully received from a third party;
 - 10.2.5. released for disclosure by the disclosing Party with its written consent; or
 - 10.2.6. required to be disclosed in response to a valid order of court or other governmental agency or if disclosure thereof is otherwise required by law.
- 10.3. If a Party is obliged to divulge Information in terms of clause 10.2.6 it shall, provided that circumstances permit the time to do so, forthwith and before releasing the Information, inform the other Party of the obligation.
 - 10.4. Each Party undertakes to the other to make all its relevant employees, agents and consultants aware of the confidentiality of the Information and the provisions of this clause and to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents and consultants with the provisions of this clause.
 - 10.5. Upon the expiry or termination of this Agreement for any reason, each Party shall promptly return to the other Party all documents, diskettes, drawings and any other mediums containing the Information of the other Party (as well as all copies, notes or reproductions thereof).
 - 10.6. No Party may publish any announcement of this transaction without the prior written consent of the other Party, which approval shall not be unreasonably withheld.
 - 10.7. For the avoidance of doubt, no provision of this Agreement should be construed in such a way that the Disclosing Party is deemed to have granted its consent to the Receiving party to disclose the whole or any part of the Confidential information. The Receiving Party shall be obliged to notify the Disclosing Party immediately it receives such a request to enable the Disclosing Party to object and approach a court of competent jurisdiction if necessary, to protect its interests.

11. IMPLEMENTATION AND GOOD FAITH

- 11.1. The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or conducive to the giving of effect to the terms, conditions and purpose of this Agreement.
- 11.2. The Parties shall at all times during the continuance of this Agreement observe the principles of good faith towards one another in the performance of their obligations in terms of this Agreement and will accordingly:
 - 11.2.1. act reasonably, honestly and in good faith;
 - 11.2.2. perform their obligations diligently and with reasonable care, and
 - 11.2.3. make full disclosure to each other of any matter that may affect the implementation of this Agreement.

12. REVIEW

This Agreement shall be reviewed annually during the month in which the anniversary of the Date of Signature occurs. The review is intended to act as an audit of compliance with the terms of this Agreement, as well as a method of improving teaming activities between the Parties.

13. OPERATIONAL AGREEMENT

- 13.1. In the event that an Opportunity is awarded to the Team Leader ("the Awarded Opportunity"), the Parties shall enter into an operational agreement (i.e sub-contractor agreement) on terms and conditions substantially the same as contained in this Agreement.
- 13.2. In addition to the obligation specified in clause 13.1, the Parties agree to the inclusion of the following provisions:
 - 13.2.1. The Team Member will:
 - 13.2.1.1. render the Services competently, diligently and to the best of its ability, and further in accordance with any levels of service required in terms of the relevant Opportunity Schedule (if applicable);
 - 13.2.1.2. not sub-contract the provision of any Services or the supply of any Products or otherwise assign or transfer any of its obligations in terms hereof, without the prior written consent of the Team Leader, which shall not be unreasonably withheld;
 - 13.2.1.3. make available sufficiently qualified and experienced personnel for the purpose of rendering the Services and providing the Products, and retain the same personnel for the duration of each Specific Teaming Agreement/operational agreement and to the extent that such personnel are required to be replaced, ensure that such replacement personnel are no less skilled or qualified;
 - 13.2.1.4. direct all its invoices to the Team Leader and shall not be entitled to invoice the Client directly, with all invoices to be submitted by the Team Leader to the Client;

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- 13.2.1.5. be bound by the terms and conditions of the Response to Opportunity (as submitted by the Team Leader) and the Opportunity Agreement as set out in the Team Member's response to the Team Leader;

14. BREACH

14.1. If either Party:

- 14.1.1. commits any breach of this Agreement other than a breach of a payment obligation and fails to remedy the breach within 30 (thirty) calendar days after receipt from the other Party of written notice calling upon it to do so;
- 14.1.2. commits a breach of any payment obligation in terms of this Agreement and fails to make payment within 7 (seven) calendar days after receipt from the other Party of written notice calling upon it to do so;
- 14.1.3. commits an act of insolvency, finds itself in circumstances capable of being wound up, is deregistered or applies for deregistration or is subject to application by a person other than a Party for the provisional winding up or judicial management of such Party, or a special resolution is passed for the winding up of such Party ;
- 14.1.4. has judgment taken against it and fails to satisfy or apply to have same set aside within 7 (seven) calendar days of becoming aware thereof;
- 14.1.5. compromises or makes an assignment for the benefit of (or attempts to compromise or make such assignment with) its creditors; or
- 14.1.6. without the prior written consent of the other Party, undergoes a change in its shareholding or members' interest so that a new person owns the majority of its voting share capital or members' interest,

then the other Party shall be entitled, in addition to and without prejudice to any other right it may have in law or in terms of this Agreement, to:

- (a) enforce specific performance of the terms of this Agreement; or
- (b) subject to clause 14.2, cancel this Agreement; and
- (c) in either event, subject to clause 15.4, recover such damages as it may have sustained,
- 14.2. An aggrieved Party may only cancel this Agreement in terms of clause 12.1.1 if the breach is material and is not capable of being remedied by payment of money or, if it is capable of remedy by payment of money, if the other Party fails to make payment within 14 (fourteen) calendar days after final determination of the amount.
- 14.3. Any amount due to either Party which is not paid on its due date shall attract interest at Prime Rate.

15. FORCE MAJEURE AND LIMITATION

- 15.1. Neither Party shall have any claim against the other Party ("the Affected Party") for any delay or failure of the Affected Party to carry out any of its obligations under this Agreement arising from or attributable to acts of God, war, terrorism, government, labour action or unrest, failure of suppliers or contractors or any other cause whatsoever beyond the control of the Affected Party ("*force majeure*").
- 15.2. The performance of the obligations of the Affected Party shall, subject to clause 13.3, be suspended for the duration of the *force majeure*, which shall be deemed to commence only upon the date of written notice by the Affected Party to the other Party. Upon cessation of the *force majeure*, this Agreement shall again become fully operative and the Affected Party shall immediately resume its performance.
- 15.3. If the suspension of performance continues for more than 60 (sixty) consecutive calendar days, then either Party may summarily terminate this Agreement by written notice to the other Party, prior to the cessation of the *force majeure*.
- 15.4. Any claim by either Party, in respect of each Opportunity, against the other Party, howsoever arising shall in the aggregate be limited to the amount set out in each Opportunity Schedule. In any event, neither Party will be liable to the other Party for: (a) indirect or special damages and/or (b) loss of income or profit, howsoever arising whether or not caused by its employees, agents and/or contractors, and regardless of form or cause of action. The provisions of this clause are also stipulated for the benefit of the employees, agents and/or contractors of either Party.

16. ARBITRATION AND DISPUTE RESOLUTION

- 16.1. If any dispute arises out of or in accordance with this Agreement, the Parties shall in the first instance, by agreement, appoint a third party to act as a mediator (and not as an arbitrator) to mediate in the resolution of the dispute. If the Parties are not able to agree on a mediator within 5 (five) Business Days from the

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date on which a Party demanded mediation in writing, the mediator shall be selected by both the Parties from the panel of Arbitrators pre-decided between the parties.

- 16.2. If the mediation referred to in clause 16.1 fails to resolve the dispute within 5 (five) Business Days after the appointment of the mediator, the dispute may, by written agreement between the Parties, finally be resolved in accordance with the then current rules of the Conciliations and Arbitration of International Chamber of Commerce ("the Rules"), by 1 (one) arbitrator appointed by agreement between the Parties. If the Parties cannot agree on the arbitrator within a period of 10 (ten) Business Days after expiry of the 5 (five) Business Days mediation period, the arbitrator shall be appointed as per the Rules mentioned above.
- 16.3. Each Party:
- 16.3.1 expressly consents to any arbitration in terms hereof being conducted as a matter of urgency; and;
- 16.3.2 irrevocably authorises the other Party to the dispute to apply, on behalf of all Parties to the dispute, in writing, to the International Chamber of Commerce for the arbitration to be conducted on an urgent basis.
- 16.4 The decision or award resulting from the arbitration may be made an order of court at the instance of any Party to the dispute.
- 16.5 There will be a right of appeal.
- 16.6 The arbitration will be held in camera, in English, in Dar-es-Salaam Tanzania and will be kept confidential by all Parties.
- 16.7 The provisions of clause 16 shall not preclude any Party from access to an appropriate court of law for interim relief in the form of an interdict, or order for specific performance pending the outcome of the mediation or arbitration.

17 DOMICILIUM AND NOTICES

- 17.3 The Parties choose their respective *domicilium* addresses for all purposes hereunder at the addresses set out in paragraph **Error! Reference source not found.** of the Schedule, provided that the domicilium address for Business Connexion Tanzania Limited in respect of all legal documents shall be: 3rd Floor, Morani House, Maktaba Street, Dar es Salaam, Tanzania
- 17.4 Any Party shall be entitled from time to time, by written notice to the other(s), to vary its *domicilium* address to any other address within the United Republic of Tanzania which is not a post office box or *poste restante*.
- 17.5 All notices given in terms of this Agreement shall be in writing and any notice given by any Party to another ("the addressee") which –
- 17.5.1 is delivered by hand or transmitted by telefax, shall be deemed to have been received by the addressee on the first Business Day after the date of delivery or transmission, as the case may be;
- 17.5.2 is posted by pre-paid registered post from an address within the United Republic of Tanzania to the addressee at its domicilium address for the time being shall be deemed to have been received by the addressee on the 10th (tenth) Business Day after the date of such posting;
- 17.5.3 is delivered by e-mail shall be deemed to have been received by the addressee only once the addressee has acknowledged receipt thereof in writing, provided that it shall not be permissible to give any notice relating to a dispute, demand, breach, legal proceedings, renewal, cancellation or termination by e-mail.

18 GENERAL

- 18.3 This Agreement constitutes the entire Agreement between the Parties with regard to the subject matter hereof.
- 18.4 The terms and conditions contained on either Party's purchase order, order acceptance forms and/or invoices shall not apply to, supplement or supersede any provisions of this Agreement.
- 18.5 No alteration or variation to, or consensual cancellation of this Agreement shall be of any force or effect, unless it is recorded in writing and signed by all the Parties.
- 18.6 Whenever consent by one party is required, such consent shall not be unreasonably withheld.
- 18.7 The provisions of clauses 9 to 17 shall survive the expiry, cancellation or termination of this Agreement for any reason.

- 18.8 Nothing in this Agreement constitutes either Party as the agent, principal, representative or partner of the other, and no Party shall be entitled to hold out to any third party that the relationship between the Parties is that of a partnership, joint venture or the like.
- 18.9 No failure or delay by a Party to enforce any provision of this Agreement shall constitute a waiver or suspension of such provision or affect in any way a Party's right to require performance of any such provision at any time in the future, nor shall the waiver of any right arising from any subsequent breach nullify the effectiveness of the provision itself.
- 18.10 No Party may cede its rights and/or delegate its obligations under this Agreement without the prior written consent of the other Party, provided that the Party shall be entitled to cede its rights and/or delegate its obligations under this Agreement to any company in the Party's Group without the consent of the other Party.
- 18.11 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining provisions, which shall remain of full force and effect. If any invalid term is capable of amendment to render it valid, the Parties agree to negotiate in good faith an amendment to remove the invalidity.
- 18.12 If any conflict arises in respect of the provisions contained in this Agreement and any annexure attached hereto, the provisions contained in this Agreement shall take precedence.
- 18.13 Unless otherwise agreed in writing between the Parties, no Party shall for the duration of this Agreement and for a period of 12 (twelve) months after expiry or termination thereof for its own benefit or as a representative of or agent for any third party, persuade, induce, encourage, procure or solicit (or procure such persuasion, inducement, encouragement, procurement or solicitation of) the personnel of the other Party or of the Business Connexion Group:
- 18.13.1 to become employed, or interested, directly or indirectly in any manner whatsoever, by it or in any business which is in competition with the business carried on by the other Party or by the Business Connexion Group; or
- 18.13.2 to terminate his/her employment with the other Party or with the Business Connexion Group; or
- 18.13.3 to disclose any Intellectual Property of the other Party or the Business Connexion Group to any person not authorised by the owner of the Intellectual Property to receive it.
- 18.14 This Agreement may be signed in two or more counterparts, one or more of which may be delivered via telefax, and the signed counterparts, taken together, shall constitute a binding agreement between the Parties.
- 18.15 Each Party acknowledges that it does not enter into this Agreement on the basis of and does not rely on any representation, warranty or other provision, whether express or implied, except as expressly provided in this Agreement. All conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by English Law.
- 18.16 Each Party warrants that it is acting as principal and not as agent for any other person, whether disclosed or otherwise.
- 18.17 This Agreement shall be governed by, construed and interpreted in accordance with the laws of England.
- 18.18 The Parties shall each pay their own costs of negotiating, drafting, preparing and implementing this Agreement and any annexure to it. If any Party is awarded costs by an arbitrator or court, he shall be entitled to be reimbursed by the other Party on the basis of Attorney and client charges.
- 18.19 Information or documents sent to a Party by e-mail shall be deemed to have been received by the Party only once the Party has acknowledged receipt thereof in writing.

19 INTERPRETATION

- 19.3 In this Agreement, unless the context requires otherwise:
- 19.3.1 words importing any one gender shall include the other two genders;
- 19.3.2 the singular shall include the plural and *vice versa*;
- 19.3.3 a reference to natural persons shall include created entities (incorporated or unincorporated) and *vice versa*;
- 19.3.4 "Business Day" means any day other than a Saturday, Sunday or any official public holiday within the United Republic of Tanzania or the United States of America;
- 19.3.5 any reference to an enactment is to that enactment as at the Date of Signature, as amended or re-enacted from time to time;
- 19.3.6 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement, notwithstanding that it is only in the definition clause;

- 19.3.7 when any number of days (whether Business Days or calendar days) is prescribed in this Agreement, that number of days shall be reckoned exclusively of the first and inclusively of the last day, unless the last day (in the case of calendar days) falls on a Saturday, Sunday or official public holiday in the United Republic of Tanzania or United States of America, in which event the last day shall be the next succeeding Business Day;
- 19.3.8 when any number of days is prescribed and it is not specified whether those days are Business Days or calendar days, they shall be deemed to be calendar days; and
- 19.3.9 expressions or words defined in this Agreement shall bear the same meaning in the annexures to this Agreement which do not themselves contain definitions for such expressions or words.
- 19.4 The headings in this Agreement have been inserted for convenience only and shall not be used for nor assist or affect its interpretation.
- 19.5 Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 19.6 If reference is made in this Agreement to any other document for the purpose of defining words and/or phrases used in this Agreement, the applicable definition or description in such document shall be read and interpreted in terms of this Agreement as if specifically incorporated herein.

SIGNED at Dar-es-Salaam, Tanzania on November 18th, 2013

For: Team Leader – Business Connexion Tanzania Ltd

Name: **Seronga Wangwe**

Capacity: **Managing Director**

Who warrants that he/she is authorised to do so

SIGNED at Dar-es-Salaam, Tanzania on November 18th, 2013

For: Team Member – NET-SOFT CONSULT (T) LTD

Name: **Richard Shirima**

Capacity: **Managing Director**

Who warrants that he/she is authorised to do so