

GENERAL TERMS AND CONDITIONS OF AGREEMENT WITH CORPORATE CLIENTS

Tendaworld Ltd

I. GENERAL PROVISIONS

These General Terms and Conditions (General Terms and Conditions) contain the main provisions of the Agreement between Tendaworld Ltd and corporate clients (Partners) for cooperation and integration regulating the provision of trust, information, cryptographic, consulting and other services by Tendaworld Ltd for the internal needs of the Partners, as well as for servicing their relationships with third parties - users, suppliers, and others. An integral part of the Agreement is the Master Service Agreement, which contains the specific elements of the contract, such as identification of the parties, prices, term, services used and special conditions for their provision and other specific clauses governing the legal relations between the parties. An integral part of the General Terms and Conditions and accordingly of the Agreement are also the additional Clauses - "Registration Authority", "Processing of Personal Data" and others, which may apply or not depending on the agreed upon services in the Master Service Agreement.

Tendaworld Ltd is a limited company formed under the laws of The Republic Of Kenya, with registered number PVT-AJU3G6G and registered offices at P.O. Box 386, 00517 2nd Floor, ICEA Lion Centre, Riverside Park Nairobi, Kenya. Tendaworld Ltd carries out regulated activity as an Electronic Certification Service Provider ("ECSP"). The activities of Tendaworld Ltd are subject to a mandatory bi-annual Control Assurance audit by The Communications Authority of Kenya and by WebTrust conformity assessment bodies accredited by CPA Canada. Tendaworld Ltd carries out its activities in accordance with the Certificate Policies and Practices approved by the Communications Authority including the General Terms and Conditions of the Agreement for the provision of trust, information, cryptographic and consulting services to end-users (hereinafter referred to as the "Policies"), which upon acceptance of these General Terms and Conditions the Partner declares to be familiar with.

II. DEFINITIONS

Art.1. (1) The terms used in these General Terms and Conditions shall have the following meaning.

1. **Agreement** represents the totality of the individual agreement (Master Service Agreement) signed with the Partner, these General Terms and Conditions and any applicable

additional Clauses referred to in the Master Service Agreement.

2. **An information system (System)** is any single device or collection of interconnected or similar devices which in the execution of a software provides, or one of the elements of which provides, automatic data processing.

3. **Devices** are hardware products, or parts thereof, designed to connect to the interfaces of public electronic communications networks. The devices through which the services may normally be used are mobile phones or other smart devices that meet the technical requirements for the normal installation and operation of the Application.

4. An Application is a mobile interface developed by Tendaworld Ltd that can be installed on a User's Device and which allows the use of the services provided by Tendaworld Ltd to the User.

5. A **User** is a natural person with whom Tendaworld Ltd enters into an Agreement for the provision of trust services through an Application. The User may be an employee, customer, agent or otherwise for the **Partner**, as well as a third party.

Malicious Actions are actions or inactions violating the Internet ethics or causing harm to persons connected to the Internet or associated networks, sending unsolicited messages (unsolicited commercial messages, spam, junk mail), overflowing the channels (flood), gaining access to resources by using someone else's rights and passwords, using flaws in information systems for one's own benefit or obtaining information (hack), altering identities, committing actions that can be qualified as industrial espionage or sabotage, damaging or destroying information systems or information arrays (crack), sending "Trojan horses" or causing the installation of viruses or remote control systems, interfering with the normal operation of other Internet users and associated networks, providing or obtaining unauthorized access to services, devices, information systems or functionalities or to data for access to such, performing any actions that can be qualified as crimes or administrative offences under Kenyan legislation or under other applicable law.

6. **Electronic Signature, Electronic Document, Electronic Identification, Trust Services, Electronic Seal, Qualified Certificate for Qualified Electronic Signature, Advanced Electronic Signature, Qualified Electronic Registered Mail Service, and all other terms** used in these General Terms and Conditions or in the Master Service Agreement of the Agreement shall have the meanings set forth in the respective applicable regulations such as, but not limited to, The Kenya Information and Communication Act No.2, and pursuant Subsidiary Legislation unless otherwise expressly provided in the General Terms and Conditions or the Master Service Agreement.

7. **Intellectual Property Rights** means all intellectual and industrial property rights under the laws of any country, including copyright and related rights, database rights, patent rights, trademark rights, design rights, integrated circuit topology rights, including rights in *know-how*, trade secrets, trade names and other rights.

8. **Licensing services** means the granting by Tendaworld Ltd of rights to use software under the Agreement in the applicable regions.

9. **Trust Unit (TU)** - means a predetermined value of a trust service, which is set by Tendaworld Ltd and on the basis of which the respective service included in the package selected by the **Partner** is charged.

10. **Connector** - a system integration between Tendaworld Ltd systems and an external software system that allows Relying Parties and/or their users to use Tendaworld Ltd services together with the services of the external software system.

11. **Functional and Available Services** are available when it is possible to log into the Application and perform the desired service, as well as the ability to access it through the interface selected by the **Partner**.

12. Incident **Response Time** is the interval of time between the **Tendaworld Ltd** Support Team being notified that an incident has occurred, the start of incident resolution and the return of a message/confirmation that work on the incident has begun.

13. Incident **Resolution Time** is the time from notification of the **Tendaworld Ltd** Support Team until the incident is resolved so that the service is operational.

14. In interpreting and applying the General Terms and Conditions and Master Service Agreement of the Agreement, the meanings set out in Tendaworld Ltd's Policies and Practices shall apply.

III. SUBJECT MATTER OF THE AGREEMENT

Services

Art.2 (1) Pursuant to the Agreement, **Tendaworld Ltd** shall provide one or more services described in the Agreement for a fee.

(2) The **Partner** shall decide at its own discretion when and which of the trust services under the Agreement they will use. The use of other services shall be specified in the Master Service Agreement or further agreed between the parties in writing, including by email.

(3) The **Partner** shall consume the trust services under the Agreement through any of the Integration Channels described in these General Terms and Conditions, or where specifically appointed by the Partner in the Master Service Agreement. After the Agreement comes into force, the inclusion of additional channels shall be based on an electronic request by the **Partner**. If a fee is payable for use of an integration channel, **Tendaworld Ltd** shall send a price offer.

Use of services by the Partner and its users

Art.3 (1) When upon Partner's request electronic identification and trust services are provided to the **Partner's** users - its employees, suppliers and others for the needs of their relations with the **Partner**, Tendaworld Ltd shall enter into separate agreements with these persons, but the services shall be invoiced and paid by the **Partner** in accordance with the provisions of the General Terms and Conditions and Master Service Agreement.

(2) The **Partner** is a relying party with respect to the trust services provided by Tendaworld Ltd to its users.

(3) Services under this contract may be provided directly to the **Partner** (e.g. use of a portal, integration with an external software system, remote signing with a qualified electronic seal, technical consultations, etc.). In this case, the same shall be invoiced and paid by the **Partner** in accordance with the provisions of the General and Master Service Agreement

IV. FINANCIAL TERMS AND CONDITIONS

Prices

Art.4 (1) The use of the trust services under the Agreement shall be accounted to the **Partner** and charged according to their value in TU as specified in the Tariff Schedule of the Master Service Agreement (“Tariff”), upon occurrence of a billing event for the use of the service.

(2) One-off charges for other services provided by Tendaworld Ltd in accordance with the Tariff shall be requested in the Master Service Agreement or by subsequent requests within the term of the Agreement and shall be paid in one fixed-cost or variable time-and-effort, depending on the type of the service.

(3) All prices shall be subject to periodic update, for which **Tendaworld Ltd** shall notify the **Partner** within one month prior to their entry into force. The **Partner** has the right to terminate this Agreement by giving two weeks' written notice if the price changes are not acceptable to the **Partner**.

(4) Changes in the prices do not affect prepaid packages within their validity period.

Trust service packages

Art.5 (1) The Trust Services shall be purchased in a package of Trust Units (TU) with a time validity and a unit price per TU specified in the Master Service Agreement.

(2) Within the scope of the purchased package, the **Partner** may use at its discretion any trust service, including new ones that Tendaworld Ltd may add during the validity period of the package.

(3) The validity period of the purchased package shall be specified in the Master Service Agreement.

(4) If the trust services of a purchased package are used up before the expiry of its term, the **Partner** may purchase a new package.

(5) An initially purchased package shall be activated from the date of provision of access to any of the channels specified in the Master Service Agreement.

(6) **Tendaworld Ltd** shall provide monthly reports on the number of services used for the previous month and the number of TUs remaining in the package.

Terms and method of payment

Art.6 (1) Invoicing of a package of trust units shall be carried out in the manner specified in the Master Service Agreement - in advance or monthly, according to the purchased package.

(2) In case of deferred payment:

I. Where the **Partner's** consumption is less than the minimum monthly amount due, **Tendaworld Ltd** shall invoice the minimum amount due.

II. When the **Partner's** consumption is higher than the minimum monthly amount due, the amount actually consumed shall be billed.

III. When the usage of a requested package starts in an incomplete calendar month, **Tendaworld Ltd** invoices the actual consumption in that month at the TU unit price according to the requested package.

Rules for deferred package payment

Art.7 (1) When the **Partner** reaches payments of the total value of the requested package before the expiry of its validity, and the actual services used according to their unit value in TU are below the total value, the **Partner** may use the prepaid services within the validity term of the purchased package.

(2) In the last calendar month in which the validity of the package specified in the Master Service Agreement expires, or when the trust services in the package are consumed, **Tendaworld Ltd** shall equalise the amounts due until payment of the greater of the two values - the full value of the requested package or the value of the services actually used for the entire period according to their unit value in TU valid for the package.

Special rules regarding a purchased package

Art.8 (1) Upon commencement of a new annual period or upon exhaustion of the prepaid package, **Tendaworld Ltd** shall issue invoices for a new package equal to the last package requested by the **Partner**, unless the **Partner** has requested a switch to a package of a different volume or termination of the Agreement according to the terms of Article 20, item 2 of the Agreement.

(2) The **Partner** shall have the right to request in writing to switch to another package with a selected volume of trust services, in accordance with the Master Service Agreement, by a contact person designated by the **Partner** or by another person who can be judged from the

circumstances to be designated by the **Partner** to correspond with **Tendaworld Ltd** in connection with the execution of the Agreement.

(3) Upon consumption of all trust units in a package with certain validity and not finalized process of negotiating a new package the **Partner** shall pay for the used trust units at the last agreed unit price per TU increased by 30%, for which Tendaworld Ltd shall provide an invoice.

(4) A purchased new package shall be activated after the previous prepaid package is exhausted.

Payment of one-off fees

Art.9 One-off fees shall be payable on the basis of an invoice issued by **Tendaworld Ltd** following the month in which the activities were carried out.

Payment terms

Art. 10 (1) The **Partner** shall pay the services due under invoices issued by Tendaworld Ltd within 15 days from the date of their delivery.

(2) If more than one invoice is overdue, access to the services shall be suspended until all amounts due have been paid.

(3) In case of early termination of the Agreement under the terms of Art. 20, the **Partner** shall pay the remaining monthly instalments until the requested annual package is consumed. The amount shall be paid in one lump sum by the 15th day of the month following the month in which the termination occurred.

(4) In case of termination of the Agreement under the terms of Art. 21, the **Partner** shall pay for the actually used trust services for the period from activation of the package until its termination if they exceed the amounts paid so far. The amount shall be paid by the 15th of the month following the month in which the termination occurred.

I. RIGHTS AND OBLIGATIONS OF THE PARTIES

Rights and obligations of Tendaworld Ltd Art.

11 (1) **Tendaworld Ltd** shall be obliged to:

- 1) fulfil the provisions stipulated in the Agreement and provide its services to the **Partner** and its users in good faith and in accordance with the applicable legislation;
- 2) notify the **Partner** in advance of planned events and changes to its Systems that may affect the performance of the Agreement;
- 3) notify the **Partner** in a timely manner of any technical problems in its systems or other reasons that may hinder or prevent the normal provision of **Tendaworld Ltd's** services to the **Partner** and/or its users or otherwise affect the performance of the Agreement, as well as the deadlines for their removal;
- 4) provide the necessary assistance, information and documents to the **Partner** for the purpose of fulfilling its legal obligations and/or protecting its rights and legitimate interests in the event of a dispute with a user related to the conclusion of an agreement with the **Partner** or the use of the **Partner's** services through the Application.

(2) **Tendaworld Ltd** shall be entitled to:

- I. receive from the **Partner** the necessary information and assistance for the performance of its obligations under this Agreement;
- II. remuneration for the services provided by it to the **Partner** or its users in accordance with the agreed terms of the Agreement;
- III. to carry out preventive measures to improve the functioning of the Application and/or relevant integrations, connections, launch of new improved versions for consumption of the services, etc., according to the conditions for the provision of service levels and upon notice.

Rights and obligations of the Partner

Art. 12 (1) The **Partner** shall be obliged to:

- I. fulfil the obligations stipulated in the Agreement and carry out its activities in good faith and in accordance with the obligations imposed on it by the current legislation;
- II. provide the necessary assistance, information and documents to **Tendaworld Ltd** for the purpose of fulfilling its legal obligations and/or protecting its rights and legal interests in the event of a dispute with a user related to the conclusion of a contract or the use of services through the Application or otherwise.

(2) The **Partner** shall be entitled to:

- I. receive from **Tendaworld Ltd** the necessary information and assistance for the performance of its obligations under this Agreement;
- II. be notified in a timely manner of any technical problems in **Tendaworld Ltd's** systems or of any causes that may hinder or prevent the normal conclusion of agreements between users and the **Partner** or the signing of other documents through the Application, as well as of the deadlines for their removal, in cases where such removal is under **Tendaworld Ltd's** control;

II. RESPONSIBILITY

Responsibility for damages

Art.13 Each Party shall indemnify the other Party for all damages suffered and lost profits, including for paid property sanctions, paid attorneys' fees and other costs, incurred as a result of claims brought by and/or compensation paid to third parties in connection with a breach by either Party of its obligations stipulated in the Agreement, as well as for damages caused by a failure of the Parties to perform their obligations according to the current legislation. Each party shall notify the other immediately in the event of claims by third parties.

Responsibility when using trust services

Art.14 Tendaworld Ltd shall not be liable for damages for the use of trust services beyond the transaction value limit entered in the public key certificates.

Responsibility for events beyond the control of Tendaworld Ltd

Art.15 Tendaworld Ltd shall not be liable for any failure to perform its obligations under the Agreement resulting from circumstances beyond its control - cases of force majeure, accidental events, legislative or judicial action, problems in the global Internet network or in electronic communications networks or in the provision of services beyond Tendaworld Ltd's control, Malicious Actions, as well as in cases of unauthorized access to or intervention by third parties in the functioning of the Application through the Device of the **Partner's** user.

Responsibility when using integration channels

Art.16 Tendaworld Ltd shall not be responsible for any claims of the **Partner** or its users related to the use of **Tendaworld Ltd** services through integration channels for connection with **Tendaworld Ltd** systems built by third parties or systems external to **Tendaworld Ltd** (Connectors): where the claims are related to agreements concluded between a third party and the user or are related to a dispute between a user or a client of a third party, unless the claims are related to the trust services provided by Tendaworld Ltd;

- 1) where the claims do not relate to trust services provided by Tendaworld Ltd;
- 2) in case of temporary disconnection from **Tendaworld Ltd** via the integration channel;
- 3) in the event that the claims are related to wrongful or illegal actions or breach of contractual provision by the **Partner**, its users or the third party that has control over the Connector or the integrated solution.

Force majeure

Art. 17 (1) In the event that the requirements of paragraph 2 of this Article are met, neither Party shall be liable to the other for failure to perform any of its obligations under the Agreement during a period in which such performance is delayed or prevented by circumstances beyond its control, which include, but are not limited to, fire, flood, war, embargo, strike, riot, inability to provide materials and transport facilities, interruption of the electricity supply, failure of the Internet, non-provision of services, beyond the control of the parties (electricity supply, electronic communication services, etc.) or intervention of a state authority, and in each case it does not violate the contract in any other way (“force majeure”).

(2) A party that has suffered force majeure shall not be deemed to have breached the Agreement, in the event that:

I. that Party has promptly notified the other Party of the nature and extent of the event constituting force majeure, and

II. that Party has made all reasonable efforts to prevent the occurrence of the event constituting force majeure and to minimise its consequences for the other Party.

(3) If the fulfilment of the obligations of the Party affected by force majeure is postponed or prevented for more than 30 (thirty) days, the Party affected by the inability of the other Party to perform its obligations shall be entitled to immediately terminate the Agreement with a written notice.

(4) Suspension of performance of obligations in such circumstances shall not apply to late payment of amounts that were due before the occurrence of the force majeure event.

Penalties

Art. 18 (1) In the event of delay by **Tendaworld Ltd** in the deadline for the provision of the trust services subject to the Agreement, **Tendaworld Ltd** shall owe to the **Partner** a penalty of 0.1% (one tenth of one percent) of the prepaid package of trust services for each business day of delay, but not more than 10% (ten percent) thereof.

(2) In the event of delay in payments under the Agreement, the **Partner** shall owe a penalty of 0.1% (zero point ten percent) of the amount due for each day of delay, but not more than 10% (ten percent) thereof.

(3) In the event that one of the Parties owes a penalty, the Party in good standing shall send the Party in default a letter stating the amount of the penalty and the bank account to which payment is to be made.

(4) Payment of penalties shall be made by the defaulting Party within 10 (ten) business days from the date of submission of the written notice of penalties from the Party that suffered the damages.

III. TERM OF THE AGREEMENT TERMINATION AND CANCELLATION

Term

Art.19 The Agreement shall take effect on the date and shall be valid until the date specified in the Master Service Agreement.

Termination of the Agreement

Art.20 The Agreement may be terminated:

- 1) by mutual written agreement;
- 2) by giving three months' written notice to either party;
- 3) in other cases provided for by law, in the General Terms and Conditions or Master Service Agreement.

Cancellation of the Agreement

Art.21 (1) Either Party may cancel the Agreement by giving one month's written notice if the other Party commits a material breach of its obligation hereunder and fails to remedy it within the notice period, in which case the Agreement shall be deemed terminated upon expiry of the notice period.

(2) A material breach of the Agreement occurs when:

- I. an action or inaction of the **Partner** that constitutes a Malicious Action;
- II. an action or inaction of the **Partner** that damages or destroys in whole or in part the system of **Tendaworld Ltd** or damages or destroys the built integrations or connections of the systems of the Parties;
- III. there is evidence of improper use of data and information by any of the Parties to which the relevant Party has access in connection with the Agreement;
- IV. any action or inaction by either Party that affects or makes impossible the provision of the Services by Tendaworld Ltd to users of the Partner.

IV. INTELLECTUAL PROPERTY RIGHTS

Copyrights

Art. 22 (1) All copyrights and related rights as well as *sui generis* (special) rights on databases that are generated and/or stored with **Tendaworld Ltd** (the structure and content of the databases, including registered users and the information contained in the databases) and any other rights that may subsequently be recognized in the Application, in the other connections and integrations or in any of their elements, are fully owned (worldwide) by **Tendaworld Ltd**.

(2) All rights to software provided under the Agreement and the software applications and systems used by the Partner or its users and required for the consumption of the services under the Agreement shall be provided on an “*as is*” basis and the **Partner** shall not be entitled to require any revisions, enhancements or new product development.

(3) In the event that on the basis of a request of the **Partner** under para. 2 **Tendaworld Ltd** considers that any functionality is useful for the development of its software products, it

shall decide when and under what conditions the same will be planned and developed, without in such cases being due remuneration or having other obligations to the **Partner** who has made the request.

(4) If the **Partner** requests modifications, refinements or development of new products in connection with the services consumed by the Partner, **Tendaworld Ltd** may decide whether to undertake such engagement on the basis of an assignment and for a separate fee. A separate Agreement shall be signed for such engagement.

Trademark

Art. 23 (1) Subject to these General Terms and Conditions, **Tendaworld Ltd** grants to the **Partner** non-exclusive, non-transferable rights to use **Tendaworld Ltd's** trademark in connection with the promotion and distribution of the services subject to the Agreement. The **Partner** may not remove or infringe any patent, copyright or trademark or other intellectual property mentioned in the Agreement or the technical documentation accompanying the integration. The **Partner** shall obtain **Tendaworld Ltd's** approval, which **Tendaworld Ltd** may not unreasonably withhold, for all of its advertisements, public statements, press releases, etc., that use **Tendaworld Ltd's** trademark or the services covered by the Agreement. In terms of reciprocity, **Tendaworld Ltd** shall have the same rights.

(2) The brand that **Tendaworld Ltd** provides to the Partner is as follows:

- I. Signatureready.com
- II. Tendaworld

Lack of exclusivity

Art.24 The Agreement does not grant the **Partner** any exclusive rights with respect to field of activity or geographical territory. **Tendaworld Ltd** may, at its sole discretion, without obligation or responsibility for notice, add or terminate services with other partners, suppliers, distributors, licensing agents, etc.

Special rights

Art.25 All rights to key pairs used, corresponding to the issued certificates of **Tendaworld Ltd** and other participants in the **Tendaworld Ltd** infrastructure, as well as the corresponding cryptographic material, shall belong to their holders and shall be used only for the purposes of the performance of the Agreement, irrespective of the ownership of the physical key carrier.

V. SERVICE. SUPPORT

Tendaworld Ltd service, schedule and delays

Art. 26 (1) In accordance with the timely payment of the services by the **Partner** and during the term of the Agreement, **Tendaworld Ltd** undertakes to provide fully functional services, according to the method of integration, available to the **Partner** and its Users at least 99% of the time, averaged over a 12-month period of providing access to the Services (Service Availability Level).

(2) The Service Availability Level shall be measured from the statistics of **Tendaworld Ltd** servers (i.e. within the centres used by **Tendaworld Ltd** to provide the service to the **Partner**). The same shall be calculated by taking the total number of minutes in a calendar month (Total Minutes) and subtracting the minutes in which services were not available in that calendar month (excluding force majeure, scheduled system maintenance and upgrade hours, and events outside of **Tendaworld Ltd's** control) and dividing by the Total Minutes in the month averaged with the results of that month and the preceding 11 months.

(3) Service Availability Level applies only to services provided by **Tendaworld Ltd**.

Service Availability Level Reporting

Art. 27 (1) **Tendaworld Ltd** shall report the calculated Service Availability Level on a monthly basis and the data shall be published in the Support System specified in the Master Service Agreement.

(2) In the event that **Tendaworld Ltd** does not meet the desired Service Availability Level and the **Partner** meets its obligations under the Agreement, the **Partner** shall be entitled to receive additional TU Volume as the sole compensation as follows:

Tendaworld Ltd's 12-month average service availability rate	Number of authentication services added to the next 12-month period, free of charge
< 99.00% - ≥ 98.0%	8% of the annual volume of paid TU
< 98.0% - ≥ 97.0%	15% of the annual volume of paid TU
< 97.0%	20% of the annual volume of paid TU

(3) In order to receive the additional volume of TU described above, the **Partner** should notify **Tendaworld Ltd** within 3 days from the last day of the month in which the **Partner** had a reduced level of service availability.

Releasing from responsibility in respect to the provision of services

Art. 28 (1) **Tendaworld Ltd** shall assume no responsibility to provide the appropriate Service Availability Level in the event that the **Partner**:

- I. connects to **Tendaworld Ltd** systems via Connectors;
- II. proper internet connection and compatible devices are not used to use the service;
- III. fails to perform the obligations set out in the Agreement.

(4) Outside of the foregoing, **Tendaworld Ltd** shall not be liable for any failure to cover a service availability level caused by a system outside of **Tendaworld Ltd's** control.

Target service delivery time

Art. 29 (1) The target time for the performance of **Tendaworld Ltd's** services is as follows:

SLA/Service	Level	Conditions
Time to perform a service	Up to 1 minute	<ul style="list-style-type: none"> ➤ File size up to 5MB; ➤ The time is measured from the submission of a request by the client to the end of the procedure and status update; ➤ The timing depends on the result of the check in external primary records, if applicable.
Planned service outage	Up to 8 hours per month	<ul style="list-style-type: none"> ➤ Includes planned events in the control of Tendaworld Ltd; ➤ Performed during non-working hours for control, maintenance and system updates.

Obligations in servicing Users

Art. 30 (1) The **Partner** shall be obliged to make the initial contact with Users of the Application and to provide the initial service of basic inquiries with its own team, according to the context in which it uses Tendaworld Ltd services.

(2) Tendaworld Ltd undertakes to provide a service to resolve incidents, unresolved inquiries and general issues related to standard services.

Technical support

Art. 31 (1) **Tendaworld Ltd** shall provide technical support of the services in English, on the days from Monday to Friday.

(2) Critical incidents shall be registered in the Tendaworld Ltd Support System, and the time for elimination starts from the moment of taking over the incident by Tendaworld Ltd, within the response time.

(3) Contact with the **Tendaworld Ltd** Support Team shall be provided through the User's profile in the Tendaworld Ltd Support System, available at <https://support.Tendaworld Ltd.com>.

(4) Submission of incident information to the Tendaworld Ltd Support Team shall be made by authorized representatives of the Partner as specified in the Master Service Agreement and shall include the following information: problem defined, timeframes of the problem identified, steps to reproduce the problem, actions taken to isolate the problem and rule out other contributing factors, and if applicable transaction ID/thread ID and user of the Partner.

(5) Status updates and issue resolution tracking shall be tracked in the Support System specified in the Master Service Agreement. Where necessary and applicable, telephone calls may be made and information exchanged by e-mail. A summary of the actions performed should also be entered into the Support System.

(6) Information with frequently asked questions, errors and instructions shall be available in the Self-Help section of the Support System.

Incident response and service time

Art. 32 (1) Tendaworld Ltd shall adhere to a strict process for creating and tracking service incidents and integration channels.

(2) All incidents or requests for settings and changes shall be assigned a number, category and priority. The **Tendaworld Ltd** Support Team will assign an initial priority according to the primary data submitted by the **Partner** according to the following table defining the framework for incident prioritization:

Code	Type	Description	Response time	Time for resolution
P1	Critical	Services are not available	Instantly	0-8 working hours
P2	Significant	Services are available. Certain operations are impossible	Instantly	0-72 working hours
P3	High	Services are available. Certain functions are disabled	2 hours	0-10 working days

(3) The maintenance conditions cover the services that are under the control of Tendaworld Ltd.

(2) In the event of problems, the methods of communication specified in the Master Service Agreement shall be used and the service shall be provided during Tendaworld Ltd's working hours.

(3) Requests for information regarding standard services shall be serviced within 24 hours.

(4) Prioritization of incidents shall be agreed between the parties after bilateral discussions.

Escalation

Art. 33 (1) In the event of critical incidents, the **Partner** shall notify **Tendaworld Ltd** by email.

(2) If the resolution of a particular incident exceeds the time set under the preceding article, the **Partner** may escalate the resolution of the problem to the contact details specified in the Master Service Agreement, in the following sequence: Business Development Department, Director of operations, Executive Director.

VI. CONFIDENTIAL INFORMATION. PROTECTION OF PERSONAL DATA

Confidential information

Art. 34 (1) Each party undertakes not to disseminate or use confidential information to third parties in any form, and to require its employees and subcontractors to comply with the same confidentiality restrictions. The provision of information requested by the competent state authorities in the cases provided for by law shall not be deemed to be the dissemination of confidential information.

(2) Confidential information is anything related to the organization and business activities of a party to the agreement, including financial and accounting information, descriptions of apparatus, software components (software products), personnel data, personal data, inventories, useful models, know-how, technological solutions, as well as cases from the practice of the parties, with the exception of information that a party has expressly designated as non-confidential, of generally known facts or of information that the party itself has made publicly available (e.g. through commercial advertising, statements to the media, information on its public website and public domain, public registers, etc.). Any information concerning users / current and served, including their correspondence contact details and history of transactions concluded/ of the parties to the Agreement which have come to their knowledge in connection with their joint activity subject of the Agreement.

(3) Information concerning the essential elements of the Agreement, as well as advertising and other publication materials, may be disseminated upon mutual agreement between the parties.

(4) With respect to confidential Information, each party shall be obliged:

- I. To keep the confidential Information strictly confidential and not to disclose any part of it to any third party unless otherwise agreed in the Agreement or where required for the performance of the obligations under the Agreement;
- II. Take the necessary measures to prevent unauthorized access to confidential information provided between the Parties;
- III. Not to use the confidential information provided between the Parties for purposes other than those agreed in the Agreement;
- IV. The information provided between the Parties in connection with this Agreement may not be disclosed without the prior written consent of the Party providing it, except as necessary to perform its obligations under law or under the Agreement.

(5) The parties may disclose confidential information to:

- I. Employees of the parties as necessary to perform the obligations under this Agreement;
- II. Auditors and consultants only for the purpose of providing professional advice and counsel, and to other persons or organizations that have the right or obligation under law to have access to, or knowledge of, confidential

information in connection with the business of the recipient thereof.

III. Disclosure of confidential information to persons referred to in paragraph 1 shall be permissible only in cases where such persons are bound by obligations to keep the information confidential, consistent with the obligations assumed by the parties under this Agreement, including by signing non-disclosure agreements and declarations. Notwithstanding the foregoing, each of the parties shall be fully liable for any breach of the obligations of the persons referred to in paragraph 1 to protect the confidential information disclosed by the same.

(6) The obligations and commitments undertaken by both parties under this Agreement related to confidentiality and non-disclosure of information shall remain in force even after the termination of the Agreement and its additional annexes.

(7) In the event of a breach of the confidentiality clauses, the party in default shall be liable to pay full compensation for the damages caused to the party in good standing.

Personal information

Art. 35 (1) For the purpose of the performance of the Agreement, each of the parties shall process personal data concerning the users of the **Partner** who will request the conclusion of an agreement with the Partner or use its services through the Application. Each party shall be a personal data controller in respect of the processing of personal data it carries out for the purposes of providing its services to users and for the implementation of its other activities.

(2) In connection with the foregoing, each party undertakes to comply with the applicable data protection legislation as well as any special law regarding the treatment of the information it processes in the course of its business.

(3) For the purposes of the Agreement, each of the parties undertakes to arrange in an appropriate manner its relations with users in order to ensure the lawful exchange of personal data necessary for the implementation of the Agreement, including, but not limited to, providing complete, clear and understandable information to users regarding the exchange of data.

(4) In addition to the above, the parties may regulate in the Master Service Agreement other technical and organizational measures to be applied for the protection of data exchange, as well as the specific categories of personal data to be exchanged for the purposes, insofar as there are specificities concerning the respective integration. If necessary, the parties may sign an additional agreement on the processing of personal data in connection with the Agreement.

(5) In addition to the above, **Tendaworld Ltd** shall process personal data concerning users of the **Partner** for the purposes of implementing their registration in the Application, for ensuring their secure identification, for the verification of the data they provide and of their representational authority (to the extent applicable), for the actions preceding the conclusion of an agreement with them and undertaken at their request, for the purpose of the performance of the agreement with them, for the provision of the services and for the normal functioning of the Application, for the

performance of the statutory obligations of **Tendaworld Ltd**, for the reproduction and proof of the electronic statements made by users in the event of a legal dispute or in cases where the reproduction or proof of the same is necessary for the performance of the obligations of the **Partner**, or to another relying party or to a third party, in accordance with applicable law, to establish a secure messaging environment between them and **Tendaworld Ltd**, and for other purposes provided for in their contract with **Tendaworld Ltd**, as well as for statistical purposes.

(6) For the purposes of the performance of the Agreement, the **Partner** may provide to **Tendaworld Ltd**, and **Tendaworld Ltd** may process, personal data concerning the **Partner's** employees for the following purposes: activities of providing exchange of data and documents between the systems of the **Partner** and the systems of **Tendaworld Ltd** and maintenance and administration of the ensured integration between the systems, management of authentication, authorization and access to various information resources in the systems, identification and guarantee of the identity of employees, audit and monitoring of access to the systems, ensuring the possibility of access to necessary information according to the authorization of the employees.

(7) The personal data of the **Partner's** employees shall be processed by **Tendaworld Ltd** for the entire period from the conclusion to the termination of the Agreement and for a minimum of 10 (ten) years after its termination, including in cases where access to the accounts and/or their contractual relationship with the **Partner** is terminated before the termination of the Agreement, after which time **Tendaworld Ltd** shall be obliged to delete the personal data of the **Partner's** employees.

(8) The **Partner** undertakes to duly inform its employees of the provision of their personal data to **Tendaworld Ltd**, of the processing of such data by **Tendaworld Ltd** for the purposes of the Agreement and of their rights under the applicable data protection legislation, as well as to ensure a legal basis for the processing of personal data by **Tendaworld Ltd** provided for in the Agreement.

Art. 36 (1) In connection with the implementation of the subject matter of the Agreement, the **Partner** undertakes:

- I. to inform users in an appropriate manner about the data exchange with **Tendaworld Ltd**, the purposes of this exchange, as well as to provide them with any other information required under the applicable data protection legislation;

II. to ensure that it has a valid legal basis to process their personal data for the purposes set out in the Agreement and its supplementary agreements, including, but not limited to, having a valid legal basis to obtain confirmations of their identity;

III. to secure its right to communicate with its users electronically and to have them be the recipients of data and documents sent by it via **Tendaworld Ltd's** electronic registered mail service.

VII. OTHER TERMS AND CONDITIONS

Art.37 Any amendments to the Agreement shall be made by written agreements between the parties, which shall become an integral part of the Master Service Agreement attached hereto. The electronic form shall be equal to the written form.

Art.38 The Parties shall specify addresses for correspondence in connection with the Master Service Agreement.

Art.39 In the event that any of the provisions of the General or Master Service Agreement are found to be invalid, this shall not invalidate the Agreement, other provisions or parts thereof. The invalid clause shall be replaced by the mandatory rules of law.

Art.40 For all matters not covered by these General Terms and Conditions or the Master Service Agreement, the provisions of the legislation applicable in the Republic of Kenya shall apply.

Art. 41 (1) All disputes arising out of or relating to this Agreement, including disputes arising out of or relating to the interpretation, invalidity, non-performance or termination of the contractual relationship, shall be resolved amicably between the Parties.

(2) If no agreement is reached between the parties, the dispute shall be referred to the competent court.

(3) Where the subject matter of the dispute between the parties is property rights, it shall be referred to a competent court for resolution.

TARIFF

**ON PRICES FOR SERVICES PROVIDED BY TENDAWORLD LTD TO
CORPORATE CLIENTS**

Prices of trust services in Trust Units (TU)

❖ *A billing event occurs when a service request is received in Tendaworld Ltd systems by the Partner, regardless of the service outcome and end user actions (identified, document signed, document delivered, identification or document signature denied, document withdrawn, deadline for signature or identification expired, etc.).*

One-off fees

❖ *All prices are exclusive of VAT and Excise*

CHANNELS

FOR USING THE SERVICES OF TENDAWORLD LTD BY CORPORATE CLIENTS

Channel	Description
<p>Portal Web-based platform</p>	<ul style="list-style-type: none"> ➤ An Tendaworld Ltd-owned platform that is made available for use by the Partner with standard “as is” functionality; ➤ Integration with the Partner's systems is not available, as the portal is stored and operated by Tendaworld Ltd, in its infrastructure; ➤ Initiation of Tendaworld Ltd services is done through the web- interface of the portal and the result of the services is received there by authorized employees of the Partner; ➤ Only some of the services are integrated and available on the portal; ➤ Tendaworld Ltd will create up to three administrative accounts for a Partner within the time period specified in the Master Service Agreement. ➤ The administrators may grant and withdraw rights to its employees or authorised persons in different volumes; ➤ Undertaking developments to the portal beyond the standard ones is at Tendaworld Ltd's discretion, and these are duly described, agreed upon and paid separately. All copyright and related rights remain with Tendaworld Ltd; ➤ Tendaworld Ltd can provide a test portal and access for up to 5 test users
<p>Connectors and third-party systems</p>	<ul style="list-style-type: none"> ➤ Tendaworld Ltd's services can be used through integrated channels between Tendaworld Ltd and third-party systems and connectors; ➤ The partner arranges its own relations, including financial ones, with the third party in order to use its system, including notifying it to use the services of Tendaworld Ltd;

Channel	Description
	<ul style="list-style-type: none"> ➤ The Partner shall notify Tendaworld Ltd in writing or via the support system of the intention to use Tendaworld Ltd's services via connectors that require set-up and provide the necessary information.
<p style="text-align: center;">API</p> <p style="text-align: center;">Automated programming interface</p>	<ul style="list-style-type: none"> ➤ Tendaworld Ltd's services can be used via API, through an integrated channel built between the Partner's systems and those of Tendaworld Ltd; ➤ API shall be made available for the Partner's use with standard "as is" functionality; ➤ Tendaworld Ltd supports a REST API that serves different types of service usage requests and their service by Tendaworld Ltd; ➤ Tendaworld Ltd provides detailed technical documentation for API integration at https://developers.Tendaworld Ltd.com/; ➤ Tendaworld Ltd shall provide keys to fulfil requests to use services through the API within a period specified in the Master Service Agreement. It is the Partner's responsibility to store the keys and manage access to them securely; ➤ Requests through the API perform different functions, and it is possible to integrate specific requests for specific services. The Partner shall activate requests for the various services to Tendaworld Ltd at its discretion; ➤ Tendaworld Ltd can provide API access to a test environment to up to 5 test users; ➤ Tendaworld Ltd shall periodically publish new versions of the API, which the Partner shall be obliged to integrate at its own expense; ➤ Development of new functionalities and activation of services via API shall be at the sole discretion of Tendaworld Ltd; ➤ Taking on non-standard API developments shall be at Tendaworld Ltd's discretion, for which a task shall be created and the

Channel	Description
	work shall be negotiated and paid for separately. All copyright and related rights shall vest in Tendaworld Ltd.
<p style="text-align: center;">SDK</p> <p>Module for integration into a mobile application</p>	<ul style="list-style-type: none"> ➤ Tendaworld Ltd's services can be used via SDK, through built-in integration in the Partner's mobile applications; ➤ SDK shall be made available for the Partner's use with standard "as is" functionality; ➤ different methods for activating services and their servicing by Tendaworld Ltd; ➤ Tendaworld Ltd provides detailed technical documentation for SDK integration at https://developers.Tendaworld Ltd.com/; ➤ Tendaworld Ltd shall provide a test SDK and a license to fulfil requests to use services through the SDK within a period specified in the Master Service Agreement. It is the Partner's responsibility to store and manage the access securely; ➤ The methods via the SDK activate different functions, and it is only possible to use specific methods at the discretion of the Partner; ➤ Tendaworld Ltd can provide SDK and test environment access to up to 5 test users; ➤ Tendaworld Ltd shall periodically publish new versions of the SDK, which the Partner shall be obliged to integrate at its own expense; ➤ Development of new functionalities and activation of services via SDK shall be at the sole discretion of Tendaworld Ltd; ➤ Taking on non-standard SDK developments shall be at Tendaworld Ltd's discretion, for which a task shall be created and the work shall be negotiated and paid for separately. All copyright and related rights shall vest in Tendaworld Ltd.

