

AFRICABV CONSULTANT AGREEMENT

Background

- A. The Independent Consultant (defined below) is exceptionally qualified and experienced in their field.
- B. AFRICABV (defined below) has developed relationships with Clients who may require Project Services from the Independent Consultant.
- C. Africa Business Venture is an online market place operated by AfricaBV Ltd, a company incorporated and registered in England and Wales with company number 09160389 whose registered office is at 71-75 Shelton Street, Covent Garden, WC2H 9JQ (hereinafter referred to as “AfricaBV”). Among other services, it provides Clients with the ability to connect with Independent Consultants registered with AFRICABV for consulting services.
- D. This agreement sets out the terms on which AFRICABV agrees to facilitate the connection of the Independent Consultant to Clients (together referred to as the “Parties”) through the Independent Consultant’s application available on the Site (hereinafter referred to as the “Agreement”).
- E. AFRICABV’s liability is limited as set out in clause 16.
- F. The Independent Consultant and Client are responsible for agreeing and entering into terms as between them.

1. Definitions and Interpretation

1.1 For the purposes of this Agreement, the following words and expressions shall have the following meanings:

AFRICABV’s Commission: the fee payable to AFRICABV by the Client in accordance with the AFRICABV Service Agreement.

AFRICABV Service Agreement: the agreement between AFRICABV and a Client.

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Client(s): means a client (or clients) of AFRICABV.

“Commission” means the payment received by AFRICABV for successfully introducing Clients to the Independent Consultant and based on the following fixed rates:

- 12% of the first 20K invoiced to the Client;
- 8% of any additional 50K invoiced to the Client;
- 3% of the second 50k invoiced to the Client;

- 2% of everything above 120K invoiced to the Client

The Commissions shall be applicable independently of the currency used by the Parties and as per the currency allowed on the Site for the transaction.

Fee Note: as defined in clause 3.2.

Force Majeure Event: means an event beyond either party's reasonable control including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility services or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

Independent Consultant: the person who enters into this Agreement.

Independent Consultant Fee: the amount payable by the Client to the Independent Consultant in relation to any Project as specified in the relevant Project Agreement.

Insurance Policies: commercial general liability insurance cover, professional indemnity insurance cover, employer's liability insurance cover and public liability insurance cover.

Project: an assignment to be undertaken by the Independent Consultant for a Client.

Project Agreement: the agreement between a Client and the Independent Consultant for the provision of the Project Services by the Independent Consultant to that Client.

Project Services: the consulting services provided by the Independent Consultant to a Client as set out in the relevant Project Agreement.

Project Term: means the term of any Project Agreement.

Site: means the domain and all subdomains of Africabv.com and any mobile or web services or applications owned, controlled, or offered by Africa Business Venture.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assignees.

1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.

1.5 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

1.6 A reference to writing or written includes fax and e-mail.

- 1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.8 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 Unless the context otherwise requires, a reference to the Independent Consultant includes a reference to a person working on the Project Services on behalf of the Independent Consultant in any Capacity.

2. Use of the Site by the Independent Consultant

- 2.1 The Independent Consultant shall apply online to www.africabv.com for access to the Site and AFRICABV may, but is under no obligation to, allow the Independent Consultant to access the Site, register their contact details and professional information and enter into correspondence with Clients with a view to provide Project Services to such Clients.
- 2.2 AFRICABV shall connect the Independent Consultant with Projects on the Site and the Independent Consultant may make a proposal to the relevant Client in relation to a Project.
- 2.3 Once the Independent Consultant and Client have agreed the terms of a Project on the Site, the Independent Consultant shall generate a Project Agreement using the Site which is to be signed by both Parties.
- 2.4 The Independent Consultant shall not agree, or entice any Client to agree, terms for the provision of Project Services to Clients outside of the Platform unless AFRICABV agrees otherwise in writing.
- 2.5 The Independent Consultant shall notify AFRICABV immediately if a Client suggests agreeing for Project Services outside of the Site and/or making payments in a way that circumvent AFRICABV's Commission for Projects.
- 2.6 For the purpose of clause 9.1(a), a breach of clause 2.4 shall constitute a material breach and the Independent Consultant shall pay to AFRICABV on demand or AFRICABV may deduct from any payment dues to the Independent Consultant AFRICABV's Commission for the relevant Project Services as liquidated damages. The Parties confirm that this sum represents a genuine pre-estimate of AFRICABV's loss.

3. Payment of the Independent Consultant Fee

- 3.1 The Independent Consultant Fee is agreed by the Client and the Independent Consultant. The Independent Consultant and the Client shall use the Site for all material negotiations prior to agreeing the terms of the Project Agreement.
- 3.2 For each Project, the Independent Consultant shall provide the fees for his Services and raise an invoice for each milestone via the Site. The Client shall pay the invoice related to the specific

milestone in advance of the Services completed by the Independent Consultant. The Fees shall be paid directly to AFRICABV and shall be held on a client account until the full performance of the Services by the Independent Consultant.

- 3.3 The Independent Consultant's Fees are exclusive of VAT, which were applicable shall be added to the Fees at the prevailing rate.
- 3.4 When the Project or a milestone is completed, the Independent Consultant shall send his invoice to the Client and a copy to AFRICABV through the Site. Upon reception of the Independent Consultant's invoice, the Client shall instruct AFRICABV for the release of the fees to the Independent Consultant through the Site.
- 3.5 Upon receipt of the Client's instruction, AFRICABV shall release the funds within ten business days to the Independent consultant minus AFRICABV Commission.
- 3.6 The Client may request the payment for the Independent Consultant's Fees to be held on an escrow account from a third party. In such a case, the Client shall assume all cost for maintaining the escrow account.
- 3.7 Payment will be made in either GBP, EUR or USD as set out in the Project Agreement.

4. Expenses

- 4.1 If the Project Agreement provides for the reimbursement of expenses to the Independent Consultant, AFRICABV shall pay such expenses to the Independent Consultant within 10 business days of the receipt of the invoice provided that AFRICABV has received:
 - (a) payment of the corresponding amount; and
 - (b) approval of the Fee Note, from the Client prior to the expiry of the 10 days' business period.
- 4.2 If the Client pays any expenses directly to the Independent Consultant, the Independent Consultant shall immediately notify AFRICABV giving details of the amounts paid and such payments shall be deemed to have been paid by AFRICABV and shall be set-off against the payments for expenses that would otherwise have been owed by AFRICABV to the Independent Consultant under this Agreement.

5. Status

- 5.1 The relationship of the Independent Consultant to AFRICABV shall be that of independent contractor and nothing in this Agreement shall render them an employee, worker, agent or partner of AFRICABV and the Independent Consultant shall not hold themselves out as such.
- 5.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Independent Consultant shall be fully responsible for and shall indemnify AFRICABV for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Project Services, where the recovery is not prohibited by law. The Independent Consultant shall further indemnify AFRICABV against all costs, expenses and any penalty, fine or interest incurred or payable by AFRICABV in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
- (b) any liability arising from any employment-related claim or any claim based on or related to worker status (including all costs, expenses, legal fees, and any penalty, fine or interest incurred or payable by AFRICABV in connection with or in consequence of any such liability, deduction, contribution, assessment or claim) brought by or on behalf of the Independent Consultant against AFRICABV arising out of or in connection with the provision of the Project Services.

5.3 AFRICABV may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Independent Consultant.

6. Duties and obligations for the Independent Consultant

- 6.1 The Independent Consultant shall provide the Project Services that are approved by the Client and as set out in the Project Agreement.
- 6.2 During the Project Term, the Independent Consultant shall provide the Project Services with all due care, skill and ability and use their best endeavours to promote the interests of the Client.
- 6.3 If the Independent Consultant is unable to provide the Project Services due to illness or injury, the Independent Consultant shall advise the Client of that fact as soon as reasonably practicable. For the avoidance of doubt, no Independent Consultant Fee shall be payable under clause 3 in respect of any period during which the Project Services are not provided.
- 6.4 During the Project Term, the Independent Consultant shall use reasonable endeavours to ensure that they are available at all times on reasonable notice to provide such assistance or information as the Client may require.
- 6.5 Unless they have been specifically authorised to do so by the Client in writing, the Independent Consultant shall not:
 - (a) have any authority to incur any expenditure in the name of or for the account of the Client; or
 - (b) hold themselves out as having authority to bind the Client.

7. Other activities

Nothing in this Agreement shall prevent the Independent Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Project Term provided that:

- (a) such activity does not cause a breach of any of the Independent Consultant's obligations under this agreement; or
- (b) such activity does not relate to a business which is similar to or in any way competitive with the business of the Client or of AFRICABV without the prior written consent of the Client or AFRICABV (as the case may be).

8. Term

- 8.1 This Agreement shall commence on the date of the Independent Consultant's application to access the Platform, and shall continue until either Party gives to the other Party one week written notice to terminate, such notice to expire on or after the end of any ongoing Project Term.
- 8.2 Notwithstanding clause 8.1 either Party may terminate this Agreement with immediate effect in accordance with clause 9.

9. Default and early termination

- 9.1 Without affecting any other right or remedy available to it, AFRICABV may terminate this Agreement with immediate effect (and with no liability to make any further payment to the Independent Consultant other than in respect of amounts accrued before the termination date) by giving written notice to the Independent Consultant if:
 - (a) The Independent Consultant commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so;
 - (b) The Independent Consultant repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect the terms of this Agreement;
 - (c) The Independent Consultant, being an individual, is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - (d) The Independent Consultant is in the reasonable opinion of AFRICABV or the relevant Client negligent or incompetent in the performance of the Project Services;
 - (e) The Independent Consultant makes any arrangement with or for the benefit of his creditors, has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets, ceases, or threatens to

cease, to carry on business, or (being an individual) is the subject of a bankruptcy petition or order, or any event occurs, or proceeding is taken, with respect to the Independent Consultant in any part of the world that has an effect equivalent or similar to any of the events mentioned in this paragraph (e); or

- (f) The Independent Consultant commits any fraud or dishonesty or acts in any manner which in the opinion of AFRICABV brings or is likely to bring the Independent Consultant or AFRICABV or a Client into disrepute or is materially adverse to the interests of AFRICABV or a Client.

- 9.2 The rights of AFRICABV under clause 9.1 are without prejudice to any other rights that it might have at law to terminate this Agreement or to accept any breach of this Agreement on the part of the Consultant as having brought the Agreement to an end. Any delay by AFRICABV in exercising its rights to terminate shall not constitute a waiver of these rights.

10. Effect of termination

- 10.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.
- 10.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

11. Announcements

Neither party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

12. Data Protection

- 12.1 The Independent Consultant consents to AFRICABV holding and processing data relating to them for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Independent Consultant.
- 12.2 The Independent Consultant consents to AFRICABV making such information available to Clients and potential Clients, to those who provide products or services to AFRICABV (such as advisers), regulatory authorities, governmental or quasi-governmental organisations and to potential purchasers of AFRICABV or any part of its businesses.
- 12.3 The Independent Consultant consents to the transfer of such information to AFRICABV's business contacts outside the European Economic Area in order to further its business interests.

- 12.4 To the extent that any data or information held or disclosed by either Party is personal data within the meaning of the Data Protection Act 1998 or equivalent legislation in the territory where the Independent Consultant is located, each party agrees that:
- (a) it will process such data and information only in accordance with the other party's instructions; and
 - (b) it will take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to the other party as data controller.

13. Confidential information, insider information and intellectual property

- 13.1 Either Party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by Article 13.2.
- 13.2 Each Party may disclose the other Party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Article 13.2; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 Neither Party shall use the other Party's confidential information for any purpose other than to perform its obligations under this Agreement.
- 13.4 The Independent Consultant acknowledges that during the course of a Project Term they may have access to:
- a) confidential information of the Client. The Independent Consultant agrees to enter into and adhere to confidentiality provisions contained in the relevant Project Agreement; and
 - b) inside information about the Client or the Client's business contacts. Inside information is broadly defined as: specific and precise information, not made public, likely to have a significant effect on any securities (stocks & shares for example) if it were to be made public and relating to particular securities. The Independent Consultant shall not use or disclose to any person either during or at any time after a Project Term any inside information which may come to their knowledge in the course of providing the Project Services. It is an offence under

Section 52 of the Criminal Justice Act 1993 to deal in securities when in possession of inside information or have inside information and encourage another person to deal.

- 13.5 The Independent Consultant acknowledges that any and all intellectual property generated by the Independent Consultant in the course of providing the Project Services during a Project Term belongs to the relevant Client in accordance with the provisions of the relevant Project Agreement.

14. Warranties

- 14.1 The Independent Consultant warrants and represents that all information that it gives or has given to AFRICABV in connection with this Agreement, including without limitation in respect of their identity, personal details, qualifications, training and experience, is true, accurate and complete.
- 14.2 The Independent Consultant agrees to update and keep updated AFRICABV and the Client if there is any change to the information provided in accordance with clause 14.1.

15. Independent Consultant's liability

The Independent Consultant agrees to fully indemnify AFRICABV in respect of all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by AFRICABV arising out of or in connection with: any:

- a) breach of clause 13; or
- b) breach of the warranties set out in clause 14.

16. Limitation of liabilities

- 16.1 Nothing in this Agreement shall limit or exclude AFRICABV's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any other liability which cannot be limited or excluded by applicable law.
- 16.2 AFRICABV shall have no liability to the Independent Consultant whatsoever in respect of any Project other than for the payment of any Independent Consultant Fee received from Clients under this Agreement, and the Independent Consultant agrees that its sole course of action in connection with any Project (other than in respect of the payment of Independent Consultant Fees received from Clients under this Agreement) shall be against the relevant Client.

- 16.3 AFRICABV gives no warranties whatsoever in relation to any Client, Project or the Site and shall have no liability to the Independent Consultant in respect of any acts of omissions of any Client or the employees, officers or agents of any Client. AFRICABV has no obligation to provide the Independent Consultant with any connection to Client or Projects other than in accordance with this Agreement.
- 16.4 AFRICABV's total liability under this Agreement shall be limited to the Commissions perceived for the relevant Project.

17. Project and other dealings

Neither Party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other Party, such consent not being unreasonably withheld or delayed, provided that AFRICABV shall have the right to assign this Agreement to a subsidiary, holding or parent company (and any of their subsidiaries) of AFRICABV on prior written notice to the Independent Consultant.

18. No partnership or agency

- 18.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party.
- 18.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

19. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20. Insurance

The Independent Consultant shall maintain at its sole expense adequate Insurance Policies covering the performance of the Project Services by the Independent Consultant.

21. Variation

No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

22. Third parties

- 22.1 The terms of this Agreement including but not limited to clause 13 and clause 14 are enforceable against a person acting on behalf of the Independent Consultant in any Capacity.

- 22.2 Except as expressly provided in clause 22.1, no person other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of the terms of this Agreement.

23. Assignment and other dealings

- 23.1 The Independent Consultant shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 23.2 AFRICABV may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

24. Severance

- 24.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this Article shall not affect the validity and enforceability of the rest of this Agreement.
- 24.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. Force majeure

Neither Party shall be liable to the other Party as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

26. Governing law and jurisdiction

- 26.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 26.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

27. Counterparts

This Agreement may be signed in duplicate, each of which, when signed, shall be original, and all the duplicates together shall constitute the same agreement. Faxed or scanned signatures shall be as effective as original signatures. This Agreement has been entered into on the date stated at the beginning of it.