

Background

- A.** Africa Business Venture is a services online platform 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.
- B.** These terms set out the agreement between AfricaBV and the Client (together referred to as the “Parties”) for the supply of Independent Consultants by AfricaBV to the Client.
- C.** AfricaBV has developed a large network of Independent Consultants who are exceptionally qualified and experienced in their field. The Client wishes to obtain services from the Independent Consultants.
- D.** This agreement is effective as of the Commencement Date. The Client’s continued use of the Site after that date shall be deemed to be acceptance of the terms and conditions provided in this Client Agreement (“Agreement”).
- E.** AfricaBV reserves the right to modify the provisions in this Agreement without prior notice, at its discretion. The Client’s continued use of the Site shall constitute acceptance of these amendments, modifications, and/or deletions.

1. Definitions and Interpretation

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

AfricaBV’s Fee means the amount payable by the Independent Consultant for the successful introduction to the Client.

Applicable Laws means the laws of England.

Client means a user of the Site that purchases Consultant Services through Africa Business Venture’s website.

Commencement date means the commencement of this Agreement being the date the Client confirmed its agreement to these terms.

Consultant Services or Services means all services performed for or delivered to the Client by the Independent Consultant.

Independent Consultant means a service provider introduced and supplied by AfricaBV to the Client to provide Services to the Client. The Independent Consultant is not an employee of the Client or of AfricaBV.

Independent Consultant Fee means the amount payable by the Client to the Independent Consultant for each Project.

Intellectual Property Rights means all patent rights, copyrights, moral rights, rights of publicity, trademark, trade dress, and service mark rights, goodwill, trade secret rights, and other intellectual

property rights as may now exist or hereafter come into existence, and all applications and registrations, renewals and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.

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

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.

VAT means value added tax chargeable under the Value Added Tax Act 1994.

In this Agreement, except where the context requires otherwise:

- a) Words indicating one gender include all genders;
- b) Words indicating the singular also include the plural, and words indicating the plural also include the singular;
- c) Provisions including the word agree, agreed, or agreement required the agreement to be recorded in writing;
- d) The word person includes each of the following, even if they have no separate legal personality: an individual, firm, partnership, trust, joint venture, corporate body, unincorporated body, association, organisation, or any government, state, or local body or authority;
- e) References to any Article or paragraph are to those contained in this Agreement;
- f) The expression “this Article”, unless followed by the number of a specific part of the Article refers to the whole Article in which it occurs.

2. Information provided by the Client

For each Project, the Client shall provide AfricaBV or the Independent Consultant with the information listed in the project request form available on the Site such as:

- (a) The date on which the Client requires the Independent Consultant to commence the Project;
- (b) The Project which the Client seeks to complete, including the type of work of the Independent Consultant, the key deliverables, the proposed budget, the location at which the Independent Consultant provides the services.

3. Introduction of Independent Consultants

AfricaBV agrees to introduce to the Client Independent Consultants who meet the criteria for the Project as notified by the Client in accordance with Article 2.

4. Payment of the fees

- 4.1 The Client shall pay the Independent Consultant Fee for the performance of the Project. AfricaBV's Fees are payable by the Independent Consultant.
- 4.2 The Client shall pay no commission to submit a project for proposals.

- 4.3 Once introduced to one another, the Client and the Independent Consultant shall use the platform for all material negotiations prior to agreeing terms. 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 full performance of the Services by the Independent Consultant.
- 4.4 The Independent Consultant's Fees are exclusive of VAT, which were applicable shall be added to the Fees at the prevailing rate.
- 4.5 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.
- 4.4 Upon receipt of the Client's instruction, AfricaBV shall release the funds within ten business days to the Independent consultant minus AfricaBV commission fees.
- 4.5 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.

5. Relationship between the Client, Independent Consultant, and AfricaBV

- 5.1 The Client acknowledges and agrees that when the Independent Consultant accepts a Project awarded by the Client, the Client and the Independent Consultant will be deemed to have entered into a relationship.
- 5.2 The Client agrees to purchase, and the Independent Consultant agrees to deliver the Services in accordance with the Project.
- 5.3 AfricaBV is not a party to the dealings between the Client and the Independent Consultant, including posts, proposals, contracting, performance of the Project and payment for a Project. AfricaBV does not direct, has no control over, makes no representations, and does not guarantee the quality of the Independent Consultant Services.
- 5.4 Notwithstanding the terms of the Article 5.3 above, the Client authorizes and instructs to act as a third party beneficiary in connection with the payment, holding, and receipt of funds for each Project and other specified purposes in accordance with the present Agreement.

6. Responsibilities and Performance

The Client is responsible for specifying the Independent Consultant's Services, managing, reviewing, accepting, and paying for the Independent Consultant Services as soon as payment becomes due and in a timely and professional manner.

7. Duration of the Services

- 7.1 This Agreement shall commence on the Commencement Date, and shall continue, unless terminated earlier in accordance with Article 8, until either Party gives to the other Party no less than 30 days' notice to terminate such notice to expire on or after the end of any Project.
- 7.2 Notwithstanding the above paragraph, either Party may terminate any Project with immediate effect in accordance with the terms of the agreement with the Independent Consultant.

8. Default and early termination

Without affecting any other right or remedy available to it, AfricaBV may terminate this Agreement with immediate effect by giving written notice to the Client if:

- (a) The Client commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 15 days of receipt of notice in writing to do so; and
- (b) The Client 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 to the terms of this Agreement.

9. No partnership or agency

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

10. Confidential Information

- 10.1 Each 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 the paragraph below.
- 10.2 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; and

(b) As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 No party shall use the other Party's confidential information for any purpose other than to perform its obligations under this Agreement. As an exception, The Client consents and allows AfricaBV to use the Client's name and logo for the purposes of advertising and marketing AfricaBV's business.

11. Exclusions and Limitations of Liability

Limitation of liability

11.1 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.

11.2 Subject to Article 11.1, AfricaBV shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- (a) Loss of profits;
- (b) Loss of sales or business;
- (c) Loss of agreements or contracts;
- (d) Loss of anticipated savings;
- (e) Loss of or damage to goodwill; and
- (f) Any indirect or consequential loss.

11.3 Subject to the terms of this Article 11, AfricaBV's total liability to the Client, whether in contract, tort (including negligence), breach of its statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the lesser of hundred percent of AfricaBV's commission or US \$10,000.

11.4 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement save in respect of liability arising as a consequence of fraud or fraudulent misrepresentation.

AfricaBV's release:

11.5 In addition to the recognition that AfricaBV is not a party to any contract between the Client and the Independent Consultant, the Client hereby releases AfricaBV (and its affiliates, officers, directors, agents, subsidiaries, joint ventures, and employees) from claims, demands,

and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute the Client and the Independent Consultant may have with one another, whether it be at law or in equity. This includes, for example and without limitation, any disputes regarding the performance, quality, functions, and quality of the Services provided to the Client by the Independent Consultant and requests for refunds based upon disputes. This release will not apply to a claim that AfricaBV failed to meet its obligations under this Agreement.

12. Governing Law

- 12.1 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.
- 12.2 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).

13. Severance

- 13.1 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.
- 13.2 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.

14. Data protection compliance

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, 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.