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**MASTER SERVICE AGREEMENT**

**Between**

**HONORA TANZANIA PUBLIC LIMITED COMPANY**

**And**

**DRA GLOBAL**

This Master Service Agreement (the “Agreement”) is made on this ***………………………….*** 2023

By and between.

**Honora Tanzania Public Limited Company** a limited liability company incorporated in Tanzania with it’s principle offices at PSSSF Commercial Complex, 30th Floor, House No 24, Sam Nujoma Road, 16102 Sinza C Street, P.O. Box 2929, Dar es Salaam, Tanzania (hereinafter referred to as **“the Provider”** which expression shall where the context so admits include assignees and successors in title) on the one part.

And,

**DRA GLOBAL** a Limited company incorporated in ………… with its principal office at …….., P.O. Box 65 Serengeti, Tanzania. (Hereinafter referred to as “the Customer” which expression shall where the context so admits include assignees and successors in title) on the other part;

# PREAMBLE

Whereas Provider has the capacity and capability and intends to provide in accordance with the terms and conditions of this Agreement telecommunication services to the Customer.

And whereas the Customer is willing and able to procure the telecommunication services from the Provider.

**NOWTHEREFORE** in consideration of the foregoing and the mutual covenants hereinafter set forth the Parties hereby agree as follows:

# 1. DEFINITIONS

1. “Provider” means HONORA Tanzania Public Limited Company. or as the context requires any of its subsidiaries from time to time.
2. “Customer” means the Customer named on the application form.
3. “Subscriber Apparatus” means any equipment acceptable to Provider and capable of providing two-way cellular radio services and connected to the system.
4. “System” means the network communications system operated by Provider.
5. “Service” means a telecommunication service providing two-way communication via the System and such other additional telecommunications Services as Provider may at its option choose to make available from time to time.
6. “Call Charge” means predetermined charge per unit of time at the rate set out in a tariff to be published by Provider from time to time which the Customer shall be charged according to Customer’s metered use of the services.
7. “Toll Charge” means a predetermined charge per unit of time established by Provider at the rate set out in a tariff to be published by Provider from time to time which the Customer shall be charged according to Customer’s metered use of the Services to recover cost of third party delivery of telephone calls.
8. “Connection” means the connection of the Subscribers Apparatus to the System.
9. “Service Schedule” means the additional terms and conditions specific to a particular

Service offered by the Supplier

1. “Signatory” means a person (including a Director of a Limited Company) who signs this agreement irrespective of the capacity in which he or she signs.
2. “Customer Order Form” means an official request from Customer’s authorized representative to Provider for the activation of Services such as but not limited to a Local Purchase Order (LPO), application form or service order form.

# 2. DURATION OF AGREEMENT

This Agreement shall commence on the effective date for the period of thirty six months (36) and continue until terminated by either Party by providing not less than thirty (30) days written notice for any or no reason without prejudice to any rights and responsibilities. Termination of this Agreement shall not operate to terminate any Customer Order accepted prior to the effective date of such termination. With respect to any such Customer Order, the terms and conditions of this Agreement shall survive its termination and shall continue to govern the relationship of the Parties until the expiration of each such Customer Order.

# 3. CONNECTION TO THE SYSTEM AND PROVISION OF THE SERVICES

1. Customer shall submit an Order Form for Services on the form and in the manner prescribed by the Supplier. Upon written acceptance by Supplier, subject to any service level guarantees with respect to delivery offered in the relevant Service Schedule. The Customer Order be governed by the terms and conditions of this Agreement and the Service Schedule applicable thereto.
2. Customer shall not be committed to order, to be charged for, or to pay for any Services until the Customer has signed an Order Form in respect of the required Services. Provider shall not be committed to provide any Services until it has accepted and signed the completed Order Form in respect of the Services received from the Customer.
3. Provider shall inform the Customer by notice in writing notice once the Service is deemed ready and available for use. Customer shall have five (5) working days from the date of the above notice (the “Testing Period”) to test the circuit and notify Provider in writing if the Service is in material non-compliance with the applicable technical specifications. Provider shall promptly take such reasonable action necessary to correct any such non-compliance and shall notify the Customer of the availability of the Service upon correction."
4. This Agreement shall not be deemed to have been amended by any pre-printed term or condition that accompanies any Customer Order. Any such pre-printed term or condition shall be null and void. Any provisions in a Customer Order purporting to amend the terms and conditions of this Agreement shall be null and void unless separately agreed, in writing, by the Parties.

4. **DEPOSIT**

# As part of its credit management procedures, Provider may require the Customer to pay a deposit or to provide a guarantee as security for payment of future bills, which may be refunded or released at the end of the contract. Additional deposit may be requested if the amount or number of services is increased or credit rating of the Customer changes.

**5. DOCUMENTS THAT ARE INTEGRAL PART OF THE CONTRACT**

* 1. The following documents form an integral part of this Agreement:

1. Schedule I: Dedicated Internet Access
2. Service order form or LPO
   1. Schedules shall be added to this MSA whenever the parties intend to introduce a new service.
   2. This Agreement, including the schedules hereto, may be amended only by an instrument in writing executed by the parties or their permitted assignees.

# 6. PAYMENT

6.1 Charges for the Services offered under this Agreement shall be in accordance with Service Schedules and Customer Order Forms.

6.2 Provider shall invoice the Customer for payment at the end of each calendar month, and the Customer shall make payment within 25 days from the date of receipt of the respective invoice from the Provider).

6.3. In the event of any fee and/or charges that remain unpaid after becoming due, Provider reserves the right to charge applicable bank interest rates (as per the average prime bank lending rates published in the most recent available Bank of Tanzania report) on the overdue payment which is outstanding.

6.4 Late Fees, any amount payable under this Agreement that is not paid when due will thereafter bear interest until paid or repaid, Provider reserves the right to charge interest on late payments, as the case may be, at a rate of interest that in no event will exceed the maximum rate of interest allowed by applicable law, but otherwise will be equal to three percent (3%) per month as of the date such amount was due. If either Party reasonably and in good faith disputes that any portion of any amount claimed by the other Party is payable or has been erroneously paid, as the case may be, then the disputing Party will timely pay any undisputed portion of the amount and will provide the other Party with written notice specifying the disputed amount and the basis for the dispute in reasonable detail.

6.5. Provider reserves the right and at the Customer’s expense, to take any action it considers reasonable and necessary within the ambit of applicable laws for the recovery of unpaid fees and/or charges.

6.6 PAYMENT METHODS:

1. Cheque
2. The Tigo Pesa
3. Bank transfer

# 7. CUSTOMER ACKNOWLEDGEMENT

Customer acknowledges and agrees that: -

1. the Services are a general aid to communication and should be used in accordance with instructions, user handbook or any other form of guidance relating thereto; and
2. the Services may from time to time be adversely affected by physical features such as buildings and underpasses as well as atmospheric conditions and other causes of interference: and
3. The Customer shall be liable for charges due to Provider under the terms of this agreement; and
4. Customer shall at all times take reasonable care of its Apparatus, the identity of its ESN (if applicable) and any associated PIN security code and in the event of loss or theft of the Subscriber Apparatus, the Customer shall remain liable for any call charges incurred until the loss has been notified to Provider and Services to the line have been suspended pursuant to such notification. Provider shall be entitled to withhold details of PIN security code and or network barring code from Customer; and
5. Provider may, in compliance with a lawful demand by a law enforcement agency or other body, disclose any information with respect to Customer’s account, use of the Subscriber

Apparatus and financial affairs; and

1. Services are dependent on the tariff and system used by The Provider.

# 8. LIABILITY

1. Provider shall not be liable (except in cases of gross negligence or intent) to the Customer for any loss or damage or injury to the Customer whatsoever, no matter when or how arising, out of the services or otherwise, whether direct or indirect, consequential, or contingent and whether foreseeable or not and in particular shall not be liable for financial loss or loss of profits, loss of contracts, loss of business, loss of anticipated business, savings or goodwill.
2. Notwithstanding any other provision in this Agreement, nothing shall exclude or limit the liability of either Party to the other for death or personal injury arising out of negligence; or damage to real or tangible property caused by either Party’s negligence; or a breach of confidentiality; or damages arising out of a Party’s gross negligence, fraud or wilfull misconduct; or for any other liability that cannot be excluded or limited by law*.*
3. Except for direct costs and where applicable, each Party’s liability to the other Party in connection with this Agreement, shall be limited to the amount of the charges paid by the Customer during the twelve (12) month period prior to the date the liability arose in respect of any one cause of action or series of related causes of action."

# 9. USE OF THE SERVICES VIA THE SUBSCRIBER APPARATUS

Customer should be aware that the current statutory provisions relating to telecommunication services apply to the use of the Services. In addition, Customer must: -

1. not use or allow others to use the Services for any improper, immoral or unlawful purpose; and
2. comply with any reasonable instructions issued by Provider which concern Customer’s use of the Services, Subscribers Apparatus or connected matters; and
3. provide Provider with all necessary information that Provider may reasonably require and which does not infringe the Customer’s confidentiality and data privacy requirements as an employer; and
4. Only use Subscriber Apparatus, which is approved for use with the System.

# 10. SUSPENSIONS OR DISCONNECTION

Provider may, from time to time and without notice, suspend the Services or disconnect the Subscriber Apparatus from the System in any of the following circumstances and during any period of suspension or disconnection, other than (a) below: -

1. during any technical failure, modification or maintenance of the System provided that Provider shall use its reasonable endeavors to procure the resumption of the Service as soon as reasonably practicable; or
2. if Customer fails to comply with any of the terms and conditions in this Agreement (including failure to pay charges due) until the breach (if capable of remedy) is remedied, or does, or allows to be done, anything which in Provider ’s opinion may have the effect of jeopardizing the operation of the Services; or
3. if any misrepresentation should have been made by the Customer to the Provider; or
4. if Provider has reasonable cause to believe that any amounts due from the Customer may not paid; or
5. if Provider has been unable to deliver any mail sent to the Customer at the address provided herein by the Customer; or
6. if Provider is unable to contact the Customer on the telephone number listed overleaf.

# 11. TERMINATION

1. Without prejudice to any other claims or remedies which Party may have against the other, either Party may without incurring any liability to the other and by notice terminate this agreement immediately in any of the following circumstances: -

* 1. If either Party fails to comply with any of the terms of this agreement (including failure to pay any charges when due) or with the terms of any other agreement made between Customer and the Provider; or
  2. If either Party makes or offers to make any arrangement or composition with creditors, commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against it, or if such other party is a limited liability Company and any resolution to wind up that company is passed or if a receiver is appointed over the whole or any part of such the Company’s assets, or if the terminating party reasonably anticipates that any of the events in this Clause 11(a)(ii) are imminent; or
  3. If either Party does or allows to be done anything which in the opinion of Provider will or may have the effect of jeopardizing the operation of the terminating party: or
  4. Notwithstanding anything else in this Agreement, either Party may terminate this Agreement by giving thirty (30) calendar days written notice of termination to the other Party, provided that such termination of this Agreement shall not affect any rights or obligations of either of the Parties which may have arisen or are in existence at the date such termination and such rights or obligations shall survive such termination.

1. Upon termination of this agreement, Provider shall disconnect the Customer

Apparatus from the System within the agreed timelines

1. After disconnection of the Subscriber Apparatus from the System, consequent upon termination of this Agreement, the Customer shall pay on demand all charges outstanding up to the time of disconnection. Provider shall refund to Customer any outstanding sums, such as advanced payments, credits or security deposits held, related to the terminated Services but not used by the date of termination of such Services. The Parties undertake to use all reasonable endeavors to settle any invoice disputes prior to such date.
2. If either Party breaches any provision or condition of this Agreement and such breach constitutes an act of repudiation entitling the other party to recover from the breaching party damages for loss suffered.
3. If either Party breaches any provision or condition of this agreement and such breach is not remedied within 14 days of receipt of notice of breach from the non-breaching party, the non-breaching party shall be entitled to construe such breach as notice of immediate termination given to breaching party.

# 12. FORCE MAJEURE

Neither Provider nor the Customer shall be deemed to be in breach of this Agreement on account of any delay in delivery or other performance caused in whole or in part, or otherwise materially related to, the occurrence of any contingency beyond the Provider’s or the Customer’s control, including but not limited to: war or hostility; failure or delay of land, water or air transportation; act of any government agency, subdivision or branch thereof; legal restrictions; judicial action; strikes or other labor disputes; accident, fire, explosion, flood, storm or other acts of God; shortage of labor, fuel or power; delay or failure to perform by any supplier; or, in general, any other contingency whatsoever whether similar or dissimilar to these set forth herein.

The Party so affected shall promptly notify the other Party and take reasonable steps to try and fulfill its obligations under this Agreement and if such delay or failure continues for at least thirty (30) days, either Party will be entitled to terminate this Agreement by notice in writing to the other Party."

# 13. ASSIGNMENT

This agreement is personal to the respective Parties and no assignments are possible except with the explicit written consent of both Parties.

# 14. EXCUSABLE EVENT

Provider shall not be liable to the Customer for any breach of the terms and conditions of this Agreement or the failure on the Provider’s part to perform any obligation as a result of technical problems relating to the System, termination of any license to operate or use the System, Government Control, restrictions or prohibitions or any other Government act or omission whether local or national, act of default of any supplier, agent or subcontractor, industrial disputes of any kind or other similar or dissimilar cause beyond the control of Provider .

# 15. VARIATION OF CHARGES AND TERMS

1. Provider reserves the right to vary the terms of this agreement as a direct result of new legislation, statutory instructions, Government regulations or licenses amendment to the standard terms and conditions to the System to which the Customer has been connected or similar events provided that such variations shall be limited to the extent necessary for these purposes. In the instance of such changes, Provider shall immediately notify the Customer in writing.
2. No amendment, variation or modification of the terms and conditions of this Agreement shall be valid unless such amendment, variation or modification has been countersigned by the Chief Executive Officer of the Provider and duly accepted in writing by the Customer.
3. Provider may at any time and at its discretion vary all or any of its charges subject to at least fourteen (14) days prior notification to the Customer. The Customer shall be entitled to elect whether to accept the varied charges or reject the charges and cancel the Services in which case no liability shall apply."

# 16 CONFIDENTIALITY

1. All information, written or oral, relating to the business, operations, services, facilities, processes, methodologies, technologies, intellectual property, research and development, clients and suppliers, partners, principals, employees, consultants and authorized agents of the disclosing party that is supplied by the disclosing party to the other party or otherwise acquired by the other party during the course of dealings between the parties or otherwise, shall be deemed “Confidential Information.”
2. Confidential Information shall remain the property of the disclosing Party, shall be treated as fully confidential by the receiving Party and shall be used solely for the purpose for which it is supplied and shall not be disclosed without the prior written consent of the owner.
3. Notwithstanding any other provision of this Agreement, nothing shall prevent the disclosure of those parts of the information which are required to be disclosed by the existing laws or by a court order provided however, that if a Party is so required to disclose any such confidential information, it shall limit disclosure only to the extent of such legal requirement and provide the other Party with prompt written notice of such requirement so that the affected Party may seek a protective order or other appropriate remedy to prevent or limit such disclosure.
4. Confidential information shall not include any information that was already in possession of the recipient at the time it was acquired from the disclosing Party or that is already generally available to the public, or subsequently becomes so available without default on the part of the recipient or is received by recipient from a party who did not acquire it directly or indirectly from the disclosing Party in confidence; or is developed by the recipient, independently from the confidential information disclosed."

# 17 INTELLECTUAL PROPERTIES

1. Each Party agrees not to display or use any of the other Party’s trade names, service marks, brands, or trademarks, and shall not permit the same to be used or displayed by any third party, without the prior written consent of the other Party.
2. It is expressly understood by each Party that the trade names, service marks, brands, trademarks of the other Party, together with all and any intellectual property rights pertaining to that Party’s business, are proprietary to that Party and nothing in this Agreement constitutes the grant of a general license to use the said trade names, service marks, brands trademarks or other intellectual property rights."

# 18 ANTI-CORRUPTION

Anti-Bribery and Compliance. The parties, including any of their representatives or agents, represent and warrant that they:

1. have not participated, in connection with this agreement, do not participate, and will not participate in any action that violates the Foreign Corrupt Practices Act  (FCPA) of the United States of America, the UK Bribery Act of 2010, or any other laws or regulations that apply in the territory in which the parties have their businesses;

1. have not made or agreed or promised to make in connection with this agreement and will not make or agree or promise to make, directly or indirectly, a payment to any provider, customer, government entity, political candidate, public servant, employee of a foreign public entity, or any other person in a position to affect the business for the purpose of influencing any decision by such person in order to obtain an improper benefit;

1. have not given or agreed or promised to give in connection with this agreement and will not give or agree or promise to give any benefit or anything of value, directly or indirectly, to any provider, customer, government entity, political candidate, public servant, employee of a foreign public entity, or any other person in a position to affect the business for the purpose of influencing any decision by such person in order to obtain an improper benefit; and

1. have not made in connection with this agreement and will not make any contribution or reimbursement to any political candidate of any level or to any foreign public servant that (i) may subject the other party hereto to any damage or penalty in any civil, criminal or administrative litigation or proceeding, or (ii) if not given in the past, could reasonably be expected to have a material adverse effect in the assets, business or operations of the other party hereto, or (iii) if not continued in the future, could reasonably be expected to have a material adverse effect in the assets, business or operations of the other party hereto.

HONORA TANZANIA PUBLIC LIMITED COMPANY will terminate this contract and/or option to suspend and hold the payments under this contract, if there is a breach of these obligations by the Customer and/or the person/entity that holds the services rights to provide the services. Such suspension will last until the controversy is solved.

# 19. MISCELLANEOUS

1. Representations

The Customer agrees that this Agreement is the complete and exclusive statement of agreement between the Parties which supersedes all understandings or prior agreements, oral or written and representations or other communications between the Parties, however notwithstanding the provisions of this clause, all rights accruing to Provider against the Customer shall be enforceable.

1. Notice

The Customer shall promptly advise Provider in writing of any changes of address or contact telephone number. Any notice sent by Provider to the Customer shall be deemed received by Customer on expiry of forty-eight (48) hours after it has been put into transmission to the Customer.

1. Governing Law and Jurisdiction

This agreement shall be governed by, construed and shall take effect in the United Republic of Tanzania in accordance with the prevailing laws of the United Republic of Tanzania and shall be subject to the jurisdiction of the United Republic of Tanzania Courts.

Any dispute unresolved by a HONORA able negotiation shall finally be referred to arbitration in accordance with the Arbitration Act,1995 of the Laws of Kenya as amended from time to time by a single arbitrator to be agreed upon by the Parties or in default of agreement to be appointed by the Chairman for the time being of the Chartered Institute of Arbitrators, Kenya Branch. The arbitration shall be in English and shall take place in Nairobi, within the Republic of Kenya. The decision of the arbitrator shall be final and binding on the parties, and may be made an order of a court of competent jurisdiction.

Nothing in above clauses shall preclude either party from seeking any interim relief from any competent court having jurisdiction pending the institution of any arbitration proceedings in terms of this clause."

1. Headings

Clause headings are for ease of Reference only and do not govern or affect the constructions or interpretation of this agreement.

1. Severability

If any section or provision of this Agreement is found to be invalid or enforceable or if applicable law mandates a different interpretation or result, the remaining provisions shall remain in effect and the Parties shall negotiate in good faith to substitute for such invalid, illegal or unenforceable provision, a valid and enforceable provision as close as reasonably possible to the original intention of the Parties.

1. Waiver

No waiver by either Party to any provisions of this Agreement shall be binding unless made expressly and confirmed in writing. Any such waiver shall relate only to such matter, non-compliance or breach as it relates to and shall not apply to any subsequent or other matter, non-compliance or breach.

**IN WITNESS WHEREOF** the parties have set their respective hands the day and date first above written.

**SIGNED** for **HONORA TANZANIA PUBLIC LIMITED COMPANY** on the …………….… day of …………………..………2023

|  |  |  |  |
| --- | --- | --- | --- |
|  | **SIGNED By** |  | **Witnessed By:** |
| Name: |  | Name: |  |
| Signature: |  | Signature: |  |
| Designation: |  | Designation: |  |

**SIGNED** for **DRA GLOBAL** on the …………….… day of …………………..………2023

|  |  |  |  |
| --- | --- | --- | --- |
|  | **SIGNED By** |  | **Witnessed By:** |
| Name: |  | Name: |  |
| Signature: |  | Signature: |  |
| Designation: |  | Designation: |  |