

## **ADDENDUM No.1 TO THE PROFESSIONAL SERVICES AGREEMENT**

**AXXIS SYSTEMS, S.A.**, a commercial company domiciled in Panama, registered in the Panama Public Registry under File **No.466461**, Document **No.691461**, domiciled at Ciudad del Saber, Building 138-A, represented in this act by its General Manager, Mr. **HERMES JOSÉ GUTIÉRREZ ARGÜELLO**, a Nicaraguan national, of legal age, holder of Passport No.C02720840, domiciled in Panama, Republic of Panama, duly authorized to execute this act, who shall hereinafter and for all purposes of this Agreement be referred to as "**AXXIS**"; on the one hand; and on the other, **GEOFFREY KEMBOI** of legal age, holder of Identity Card No 29194457, domiciled at Nairobi, Kenya, who shall hereinafter and for all purposes of this Addendum be referred to as "**EMPLOYER/CONTRACTOR**"; collectively referred to as "**THE PARTIES**."

In light of the foregoing, THE PARTIES agree to execute this Addendum No.1 to the Professional Services Agreement (hereinafter referred to as the "**AGREEMENT**") in accordance with the following:

### **CLAUSES**

#### **CLAUSE ONE:**

**THE PARTIES** expressly agree to add Clause 1: **NON-SOLICITATION**, which shall hereinafter read as follows:

##### ***"Clause 1: Non-Solicitation***

*The **EMPLOYEE/CONTRACTOR** agrees, during the term of their contractual relationship with Axxis Systems and for a period of two (2) years following its termination, not to offer, request, induce, or accept, directly or indirectly, employment, collaboration, or any type of commercial or professional relationship with Axxis Systems' clients, partners, suppliers, or affiliates with whom they had contact, access to information, or interaction in the course of their duties.*

*This restriction applies regardless of whether the offer or initiative originates from the **EMPLOYEE/CONTRACTOR** or the other party and extends to any form of engagement, whether as an employee, consultant, partner, advisor, independent contractor, or any other type of professional collaboration.*

*In the event of a breach, the **EMPLOYEE/CONTRACTOR** agrees to pay Axxis Systems compensation equivalent to six (6) months of the total value of the contract in force at the time of termination of the contractual relationship, as compensation for recruitment, training costs, and the commercial harm caused by the loss of talent or the impact on client relationships.*

*This restriction shall not apply if the **EMPLOYEE/CONTRACTOR** obtains prior written authorization from Axxis Systems or if the commercial relationship between Axxis Systems and the entity in question has ceased at the time of hiring."*

**CLAUSE TWO:**

**THE PARTIES** expressly agree to add Clause 2: **NON-COMPETITION**, which shall hereinafter read as follows:

***"Clause 2: Non-Competition***

*The **EMPLOYEE/CONTRACTOR** agrees, during the term of their contractual relationship with Axxis Systems and for a period of two (2) years following its termination, not to develop, market, offer, request, induce, accept, or participate, directly or indirectly, in businesses or activities that compete with the products or services of Axxis Systems.*

*A competitive activity shall be understood as any service involving the development, commercialization, implementation, support, or consultancy of software for the insurance sector, including but not limited to, technological solutions similar to those offered by Axxis Systems at the time of contract termination.*

*This restriction applies to both independent initiatives and collaborations with third parties, including clients, partners, affiliates, competitors, or any other entity operating in the same sector with whom the **EMPLOYEE/CONTRACTOR** had access to confidential information, professional relationships, or contact during their employment.*

*In the event of a breach, the **EMPLOYEE/CONTRACTOR** agrees to pay Axxis Systems a penalty equivalent to six (6) months of the total value of the contract in force at the time of termination of the contractual relationship, as indemnification for recruitment and training costs, as well as for commercial harm caused by the loss of talent, clients, or competitive advantage.*

*This restriction shall not apply if the **EMPLOYEE/CONTRACTOR** obtains prior written authorization from Axxis Systems."*

**CLAUSE THREE:**

**THE PARTIES** agree that, in accordance with the provisions of the previous clause, the original Clause 4 shall, from the signing of this Addendum, be referred to as Clause 1 and subsequent clauses.

**CLAUSE FOUR: INTEGRATION OF THE ADDENDUM**

This Addendum is incorporated into the **AGREEMENT** executed between **THE PARTIES** and shall form an integral part thereof for all necessary legal purposes, as shall any additional addenda executed between them.

**CLAUSE FIVE: ACCEPTANCE**

All other terms stipulated in the **AGREEMENT** to which this Addendum is attached shall remain unchanged.

In consideration of the foregoing, **THE PARTIES** agree to execute this **Addendum No.1 to the Professional Services Agreement** in Panama City, Republic of Panama, on the Fourteenth (14th) day of February of the year two thousand twenty-five (2025).



17<sup>th</sup> Feb 2025

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HERMES JOSE GUTIERREZ ARGUELLO  
**AXXIS SYSTEMS, INC.**

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GEOFFREY KEMBOI  
**Employee/Contractor**