TRIPARTITE SERVICE AGREEMENT

BETWEEN

PPL NET GHANA LTD

AND

NEUGEN CONSULT LTD

AND

TOTAL TIM GHANA LIMITED

(Service Aggregator)

IN RELATION TO

MOBILE VALUE-ADDED SERVICES

This Tripartite Service Agreement (this Agreement) is dated the 1st February, 2025.

BETWEEN

PPL Net Ghana Ltd, a limited liability company incorporated under the laws of the Republic of Ghana, having its offices at Plot 22 Block 2, Barnes Road, Adabraka PMB-TUC, Accra, acting by its authorised signatory (heteinafter called **"AT" / "Operator"**) which expression shall except where the context otherwise provides includes its successors and assigns of the first part;

AND

Total Tim Ghana Limited (Timwe), a limited liability company established under the laws of Republic of Ghana, under Commercial Registration No. CS405862014 and having its registered offices at House Number F80/6, Abafun Crescent, Accra, and P.O Box 52, Kanda, Accra, Republic of Ghana acting by its Managing Director (hereinafter called **"Timwe"**), which expression shall except where the context otherwise provides includes its successors and assigns of the second part.

AND

Neugen Consult Ltd, a limited liability company established under the laws of the republic of Ghana, having its registered office located at House No **AD14, Community 8, Tema**, situated at Ghana acting by its Director of Operations (hereinafter called **"Content Provider"**) which expression shall except where the context otherwise provides includes its successors and assigns of the third part.

WHEREAS:

A. **AT** is a telecommunications company licensed to operate telecommunications system and offer associated services to its customers in Ghana,

B. **Timwe** is a digital content aggregator for Operator with authority to provide content aggregation services to Operator's mobile customer and is engaged in the business of providing various Value Added Services (VAS) platforms and managed services in Ghana;

C. **Content Provider** is an experienced vendor in providing SMS based content services as well as organising promotional campaigns for mobile telephony operators worldwide, capitalising on its unique service concepts, tailored mobile interactivity formats and proprietary applications.

This Agreement sets out the rights and obligations of the Parties.

1. SERVICE

1.1 Timwe provides a platform that develops, supplies, manages, maintains and aggregates Mobile Value-Added Service Applications and content and has the expertise and capability to provide, install, commission, test and integrate such applications in accordance with the terms of this Agreement;

1.2 AT desires to partner with Timwe to provide such services and Timwe is prepared to accept such collaboration.

1.3 The Content Provider expressly represents and warrants that it has the competence and capability to supply the Content Services on the AT telecommunications network and data service platform;

1.4 The Content Provider expressly represents and warrants to AT that it has obtained the relevant consents, permits, licences and approval from the competent governmental, statutory and regulatory authorities in the Republic of Ghana to supply the Content Services;

1.5 AT requests the Content Provider and the Content Provider agrees to provide the Content Services in accordance with the terms and conditions contained in this Agreement.

1.6 The parties agree that, with the signature of the present agreement, all contracts entered between Content Provider and AT and/or Millicom with the same scope are automatically terminated.

This agreement sets out the terms and conditions pertaining to the collaboration.

2. DEFINITIONS

Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

2.1 "Aggregator Platform" means the VAS platform designed and developed by the Aggregator to facilitate provision of the Content and dedicated exclusively to AT.

2.2 "Content" means data transmitted in any form or format for the purpose of offering the VAS.

2.3 "Intellectual property" means any intellectual property pertaining to, inter alia, copyright, patents, trademarks and designs.

2.4 "Agreement" means this agreement together with all annexures thereto.

2.5 "MVAS" means Mobile Value-Added Services.

2.6 "CDR Data" means MVAS Call Data Register Data generated by both Timwe's server platform providing the MVAS Applications and by AT's mobile telephone system.

2.7 "Day" means any calendar day other than a Saturday, Sunday or official public holiday.

2.8 "Initial Date" shall mean the date of execution of this Agreement.

2.9 "IOD" means Information on Demand and is a subset of content where the requested information is delivered as a pure text SMS.

2.10 "Service Request" means a MO SMS/MMS sent by a mobile subscriber, requesting to

enter an interactive service.

2.11 "SMS" means Short Message Service, which constitutes a means to send or receive alphanumerical messages to or from mobile telephones.

2.12 "SMSC" means Short Message Service Centre, a system enabling the sending and receiving of SMS.

2.13 "MMS" means Multimedia Messaging Service.

2.14 "MMSC" means Multimedia Messaging Service Centre, a system enabling the sending and delivery of MMS.

2.15 "User" means a mobile phone customer of AT (either a pre-paid or post-paid customer).

2.16 "VAS Gross Revenue" means all revenues collected by AT on behalf of all CP's managed by the Aggregator during the Term form Customers in consideration of the supply of VAS to Customers through the CP's and/ or the Aggregator.

2.17 "The parties" means AT and Timwe.

2.18 "Commencement Date" means the day on which this Agreement is executed by both Parties.

2.19 "Net Revenue" means all revenues attributable to the Content Provider services less applicable local taxes.

2.20 Unless otherwise indicated
a) the singular shall include the plural and vice versa;
b) the masculine shall include the feminine and neuter and vice versa;
c) natural persons shall include juristic persons and vice versa.

Headings are for convenience only and shall not be taken into account for interpretation purposes.

3. COLLABORATION

AT hereby enters into collaboration with Timwe and Content Provider to provide the services as contemplated in this Agreement to AT upon the terms and conditions set out below.

4. COMMENCEMENT AND DURATION

4.1 This Agreement is valid for a term of two (2) years from the 1st **February 2025 and shall continue until the 31st January 2027** (the **"Initial Term"**) unless terminated earlier in accordance with terms of this Agreement. The Agreement shall be deemed to have expired if terms and conditions are not agreed within 60 (sixty) days prior to the end of the initial term. Thus, the Agreement shall only be renewed upon mutually agreed terms and conditions by all parties.

4.2 The Agreement may be renewed for the same period after the expiration of the initial term on terms to be determined by the Parties

5. **OBLIGATIONS OF AT**

PPL Net Ghana hereby agrees with the parties as follows:

5.1 AT shall be solely responsible for the revenue share discussions with the Content Provider.

5.2 That Operator shall allow Timwe access to its short message gateway and switcher (Message Router) for the provision of Premium Services of the Content Provider. Operator may regulate the traffic of messages in accordance with the capacity of its switcher or short message centre (SMSC). Operator will ensure the technical integration and implementation of the necessary applications on its network (including the SMS-C and other core network components) for the duration of the Agreement.

5.3 That Operator will provide dedicated "Short Code" numbers to Timwe for the purpose of offering the Premium Content Services.

5.4 That Operator and Timwe will use their best endeavours to ensure that the connection to the SMS-C/ SDP will be operational 24 (twenty-four) hours a day, 7 (seven) days a week.

5.5 The Short Code numbers shall remain the exclusive property of Ghana National Communications Authority during the term of this Agreement and shall continue to be so following the termination and/or expiry of this Agreement. Content Provider is responsible for all applications for Short Code numbers at its own expenses and liability.

5.6 That Operator will use their reasonable commercial endeavours to ensure that SMPP connection with SMS-C will be operational 24 hours a day / 7 days a week with reservations made for maintenance, technical outages, disruptions outside the reasonable control of Operator and force majeure. Operator and Timwe will make every reasonable provision to ensure that the SMPP connection to the SMS-C/ SDP functions with complete reliability tests. In case of a technical failure resulting in an outage every reasonable effort will be made to restore the connection within a maximum period of 24 (twenty four) hours.

5.7 That Operator together with the support of Timwe shall provide billing and fee collection services to Content Provider and shall monitor such operation of Content Provider and ensure the accuracy of fee calculation.

5.8 To immediately notify the other Parties via electronic mail of any events that could have a material adverse effect on the other Party's business and its ability to perform its obligations under the article 5 i. and ii. Further, to enable the other Party to advise its Customers accordingly, either Party shall within three (3) days of such event provide written notice to the other Party containing details of the event and steps being taken to rectify the problem.

5.9 To cooperate and collaborate with the other Parties during the term of this Agreement in all matters relating to the Transactions and the Integrated Network and to furnish the other Party with such information and documentation in a Party's possession that the other Party may reasonably request in order to undertake any due diligence with respect to a Customer

and to ensure legal compliance on the part of the other Party. Such information and necessary documentation shall be provided within a reasonable time, not exceeding fifteen (15) days from the date of receipt of a written request from the requesting Party.

5.10 To comply in all material respects with all applicable laws, ordinances, regulations and orders applicable to either Party.

5.11 Where necessary, to obtain and to maintain all applicable licenses and permits material to and necessary in the conduct of either Party's business.

5.12 To approve the reversal of any unauthorized or fraudulent transaction or any other transaction made in error and to keep accurate records of all Transactions and all other transactions for a period of five (5) years from the date of such Transaction or as required by the relevant laws in force in Ghana from time to time.

5.13 To comply with all lawful instructions issued by either Party with respect to the operation of the Integrated Network.

6. OBLIGATIONS OF TIMWE

6.1 Timwe will provide Operator with all necessary data and information for the implementation of the Premium Services of the Content Provider, and all necessary information on the content of the Premium Services subject of this Agreement.

6.2 Timwe together with the support of Operator shall provide billing and fee collection services to Content Provider and shall monitor such operation of Content Provider and ensure the accuracy of fee calculation.

6.3 Timwe will provide the Content Provider with monthly reports for the traffic routed to the "Short Code" numbers assigned based on the final reports received from Operator. The monthly reports for each calendar month including revenue share calculation will be delivered to the Content Provider every 20th day of the following calendar month at the latest. Final income (revenue share) provided by Timwe will be calculated on the basis of the traffic statistics provided and approved by the finance department of Operator as per the revenue share model agreed between the Parties.

6.4 During the Term of this Agreement, Timwe will ensure that the Content Provider will not deliver advertisement or any other message (incl. so called "cross-selling" advertisement) unless previously formally authorised by Operator to Operator subscribers through the communication channels provided by Operator.

6.5 Timwe shall strictly ensure the compliance of the Content Provider to the Terms and Conditions and Content Guidelines approved by AT.

6.6 Timwe shall coordinate and manage all Content Providers, their respective agreements and other provisioning activities.

6.7 Timwe shall seek the prior written approval of AT of any proposed new Service or Content Provider.

6.8 Timwe shall promote and market AT's VAS Portfolios to AT's subscriber base using AT's available communication channels

6.9 Timwe shall integrate all activities related with commercial interactions, negotiation and execution of agreements, billing and payment of revenue share amounts in relation to the Content Providers and the present Agreement.

6.10 Timwe shall ensure that AT's VAS Portfolio, as well as all new VAS proposals from service providers, comply with all applicable laws, regulations and codes of conduct applicable in the respective Area.

6.11 Timwe shall ensure availability of adequate resources as necessary, both on site and off site as required by AT in order to effectively perform its obligations under the Agreement.

6.12 Timwe shall manage and develop AT's VAS Portfolio at its Ghana's operations. This will include (but not be limited to) the following duties and responsibilities: (a) End-to-end delivery on agreed KPIs and SLAs including but not limited to Premium messaging services, IVR, MT, USSD, WAP, Web services and any other new VAS/Digital services that may arise in the future; (c) Offers and promotions to enhance and develop AT's VAS Portfolios and business; (d) Campaigns and communication management for both branded and non-branded services in coordination with AT and using the AT or Content Provider's communication budget; (e) Technical support, user acceptance testing and services systems testing; (f) Analytics and reporting.

6.13 To tag all content messages with un-subscription details to enable the subscriber un-subscribe as and when the subscriber wants to do so.

6.14 To ensure that all un-subscriptions are done with the keyword STOP and channels for subscriptions are always available for un-subscription.

6.15 To ensure that all un-subscriptions work and are configured properly to allow subscribers to un-subscribe at all times.

6.16 To ensure that it strictly adheres to not sending any message or any communication to all ported out numbers and subscribers designated as "Do Not Disturb" (DND).

6.17 To share on daily basis all customers who subscribed to the services the previous day.

6.18 To share on monthly basis, database of all customers who are subscribed to all their respective services.

6.19 Not to launch any new service without notice and consent of AT. Any such launch shall attract a penalty of 1% of the revenue generated by the service in the first month of the service on the first occurrence and termination of this Agreement with immediate effect should the new service continue to run for a period of seven (7) days after notice of the penalty is served on the Content Provider.

6.20 Provider reporting tool to AT indicating
- 6.20.1 MSISDN
- 6.20.2 Timestamp of subscription
- 6.20.3 Mode of subscription
- 6.20.4 Keyword sent or action performed
- 6.20.5 Un-subscription status
- 6.20.6 Graphs of daily performance (revenue) per service
- 6.20.7 Services requiring attention
- 6.20.8 Subscriber growth/evolution (daily)

6.21 Share lists of all active short codes and services on a monthly basis.

6.22 Maintain during the term of this Agreement and for a period of twelve (12) months after the termination or expiration of this Agreement a record of Subscriber consent for subscription of service.

6.23 Consent logs should include MSISDN, date and time of activation, medium used/action performed & time of de-activation (if applicable), date and time of de-activation (if applicable) and medium used/action performed.

7. OBLIGATIONS OF CONTENT PROVIDER

7.1 Content Provider will provide Timwe with all necessary data and information for the implementation of the Premium Services, and all necessary information on the content of the Premium Services subject of this Agreement.

7.2 Content Provider shall be solely liable in respect of the content of the Premium Services - meaning messages, information and/or interactive data and the quality of information provided and displayed through the Short Code numbers / Premium Services - and shall bear all responsibility for any and all lawsuits and claims arising from any third party in connection with the content.

7.3 During the Term of this Agreement, Content Provider may not deliver advertisement or any other message (incl. so called "cross-selling" advertisement) unless previously formally authorised by Timwe to Operator subscribers through the communication channels provided by Operator.

7.4 Content Provider may not display Operator logo without Operator's (Product Manager) prior approval in writing.

7.5 Content Provider must use Operator SMSM gateway for business messaging as agreed with Operator assuming that the SMS gateway fits Content Provider´s requirements.

7.6 Content Provider and Timwe agree that Operator can at its sole discretion accept or reject deployment of any and all content provided by Content Provider.

7.7 Content Provider must provide maintenance for all content provided.

7.8 Content Provider shall accept full responsibility for the payment of all royalties and licences including any associated costs for the provision of content and will remain fully liable for any subsequent claims which may arise.

7.9 Run trial tests of the content services to be provided under this Agreement and confirm that it is in operation to AT

7.10 Be fully responsible for content accuracy;

7.11 Supply content for Premium rate SMS and other services in the agreed format and within the time agreed by the Parties;

7.12 Seek the written approval of AT for placement in the media of advertising embodying AT branding in any manner whatsoever;

7.13 Make best efforts to update the content as and when required by AT.

7.14 Not to send promotional SMS to any AT Subscriber under any condition unless with the prior written consent of AT.

7.15 To strictly comply with the AT Code of Conduct.

7.16 To ensure that number of complaints about the service does not exceed 1% of the Subscribers to the service in any week. In the event the number exceeds 1% in any week the Content Provider shall take immediate steps to reduce the number within one week and ensure that the number does not go up again in any week failing which this Agreement shall be suspended. Where the complaints about the service exceed acceptable levels, the Content Provider shall be subject to a penalty as set out in this Agreement.

8. SERVICE REQUESTS

All Service requests can be made by email to neugenconsult@gmail.com, eoforidarko@gmail.com, eod@neugenconsult.com . Service requests should include a brief description of the issue, and contact information. As much as possible, Content Provider will respond to Services related incidents and/or requests submitted by the customer within Two Hours.

9. REVENUE SHARES AND PAYMENT TERMS

It is agreed that:

9.1 The general revenue share payable to the Content Provider will vary and will be negotiated based on the service that it will be supporting and shall be included as addendums to this agreement and will form an integral part of this Agreement.

9.2 The Parties hereby agree that the revenue shares are calculated and paid based on a percentage of Net Revenue payable from AT to Timwe, according to Annex I.

9.3 The fee does not include any other taxes, whether value added services or commercial tax, income withholding tax, or any charges, duties, contributions or levies which are not

imposed under the domestic Law. When any other new or ancillary taxes, charges, duties, or other values of similar nature become due or payable, the parties will review and agree upon new fees and terms of payment.

9.4 New services and revenue sharing arrangements shall be included as addendums to this agreement.

9.5 All prices determined by all parties are in GHANA CEDIS.

9.6 Until the 15th day of every month, Timwe shall approve the Summary report/Reconciliation act. In case the difference of the details on AT and Timwe sides indicated in the relevant Summary report/Reconciliation act are below 3%, the information provided by AT shall be taken as ground for the reconciliation and payment. However, if the difference is above 3%, the parties shall further analysis until they reach a mutual consent.

9.7 After receiving Timwe's approval, Content Provider will issue the invoice to AT.

9.8 AT will pay Content Provider within 30 (thirty) days after receiving the respective payment documents indicated in clause above.

9.9 AT shall not be liable for any additional liability except for the 2.5% NHIL and 2.5% GETFund levy imposed on the original fee by the Content Provider.

9.10 AT undertakes to pay Content Provider its share based on the official statements originating from Timwe within 30 (thirty) working days from Timwe's effective confirmation of the final documents after reconciliation with Content Provider. For sake of clarity the Parties agree that any payment shall only be due after AT receives the reconciled documents and invoices from Content Provider.

9.11 AT shall pay to Content Provider for such account details:

Bank: Bank Name: Fidelity Bank
Account Name: Neugen Consult Ltd
Account Number: 1050060351891
Bank Address: Fidelity Bank, High Street Branch, Accra
Swift Code: Fblighac1050060351891

10. BREACH

Should either party ("the defaulting party") commit a material breach of a provision of this Agreement and fail to remedy such breach within thirty (30) days after receiving written notice from the other party ("the aggrieved party") requiring the defaulting party to rectify such breach, the aggrieved party shall be entitled, without prejudice to any rights which it may have in law, to terminate this Agreement or to insist on specific performance.

11. FORCE MAJEURE:

11.1 Neither party shall be liable for any delay or failure to perform its obligations due to an Event of Force Majeure. For clarity, this provision will not relieve a party from liability for failure to make any payment when due pursuant to the terms of this Agreement.

11.2 Neither party shall be liable for any loss suffered by the other party arising out of delay in or prevention of performance of its obligations due to any cause the adverse effects of which the party could not and cannot reasonably and practicably avoid in the ordinary conduct of such party's business, including but not limited to war, or rebellion, sabotage, or riots, or floods, or fire, or explosion, or Acts of - i) God, or ii) nature, or iii) Government or iv) regulatory authority.

12. CONFIDENTIALITY

Each Party to this Agreement shall treat and keep as confidential this Agreement and all information obtained from the other pursuant to this Agreement or prior to this Agreement but in connection with this Agreement and shall not divulge such information to any person (except to such Party's own employees and then only to those employees who need to know the same) without the other Party's prior written consent provided that this clause shall not extend to information which was rightfully in the possession of such Party prior to the commencement of the negotiations leading to this Agreement, or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is trivial or obvious. Each Party shall ensure that its employees are aware of and comply with the provisions of this clause, provided that the above restriction shall not apply to disclosures required by law.

13. TERMINATION

Termination during initial term

The Agreement may be terminated by either Party without reason upon giving to the other Party prior written notice of sixty (60) days during the Initial Term. A Party may also terminate this Agreement for cause in the following events:

13.1 Upon breach of any material term or provision of this Agreement, provided that due notice specifying the nature and character of the alleged breach has been sent to the defaulting Party and such Party has not cured the breach within thirty (30) days from the date of receipt of such notice;

13.2 an order is made by a competent court for the winding -up of a Party or a resolution is passed by the Shareholders of that Party for its winding-up (except for the purposes of amalgamation or reconstruction) in such manner that the resulting company is bound by and assumes the obligations imposed on that other Party by this Agreement;

13.3 that Party ceases to pay its debts or becomes unable to pay its debts within the meaning of any Insolvency law in force in Ghana;

13.4 that Party disposes of the whole or any substantial part of its undertaking or assets;

13.5 That Party ceases or threatens to cease to carry on all or any substantial part of its business;

13.6 If AT terminates this Agreement as a result of Content Provider's breach, following termination, AT may ask Content Provider to provide it with reasonable assistance for the purpose of facilitating an orderly transition to a successor service provider for VAS. AT shall compensate Content Provider for such support on a time and materials basis at fees agreed by the Parties and shall faithfully pay all amounts billed by Content Provider. At AT's

request, Content Provider may agree to assist AT to develop a plan for the transition of all processing services from Content Provider on a reasonable schedule developed by the Parties. At AT's option, Content Provider shall provide it with the Services for a period of up to sixty (60) days from the date of termination upon terms and conditions, including, fees, mutually agreed by the Parties.

14. INDEMNIFICATION

Each Party shall indemnify the other Party, their officers, employees and agents against and hold them harmless from, any and all liabilities, injury, death, penalties, losses, costs, damages, claims, expenses, lawyers' fees, expenses of litigation, suits, judgments, liens and encumbrances brought, suffered or incurred by a Party or third parties (collectively "Claims") attributable to the respective acts or omissions of such Party, their employees, officers, agents or subcontractors in connection with the performance of their duties under this Agreement. Each Party shall give prompt notice of such Claim and shall reasonably cooperate in the defense of such Claim(s).

15. NOTICE

15.1 Method of delivery

Any notice, request, demand or other communication individually referred to as a "notice" and, collectively, as "notices") required or permitted to be given or sent under this Agreement:

15.1.1 must be in writing in the English language; and must be:

15.1.2 sent by prepaid registered or certified mail or by other method of prepaid receipted courier service, in either case, return receipt requested.

15.2 Address

All notices to AT hereunder shall be addressed as follows:
PPL Net Ghana Ltd (trading as AT)
Plot 22 Block 2, Barnes Road,
Adabraka PMB-TUC, Accra, Ghana
Attention: Manager of Value Added Services
Telephone No.: 0262591877

All notices to Timwe hereunder shall be addressed as follows:
Total Tim Gh. Limited,
House Number F80/6, Abafun Crescent, Accra, and P.O Box 52, Kanda, Accra, Republic of Ghana
Attention: Ana Mendonca(Account Manager)
E-mail: ana.mendonca@Timwetech.com
CC: int_legal@Timwe.com
Telephone No.: +351961270773

All notices to Content Provider hereunder shall be addressed as follows:
Content Provider Nuegen Consult Ltd
Address: P. O. Box Ce 11820, Community 11, Tema
Attention: Neugen Consult
Telephone No.: 0244664528, 0209114964
Email:Neugenconsult@Gmail.Com, Eoforidarko@Gmail.Com, Eod@Neugenconsult.Com

16. **ENTIRE AGREEMENT**

This Agreement supersedes all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof, whether written or oral, and constitutes the entire agreement of the parties with respect to the subject matter hereof. There are no warranties, representations or other agreements between the Parties with respect to the subject matter hereof except as specifically set forth herein.

17. **VARIATION**

Subject to clause 3, no modification, variation, amendment or waiver of this Agreement or any part thereof shall be valid unless made in writing, clearly expressed to be a modification, variation or waiver, and executed by the Party to be bound by such modification, variation or waiver.

18. **SEVERABILITY**

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of the provisions shall remain in full force and effect and shall not be affected, impaired or invalidated thereby.

19. **ASSIGNMENT**

This Agreement may not be assigned by any Party either directly or indirectly, whether through amalgamation or operation of law or otherwise, without the other Party's prior written consent, which consent shall not be unreasonably withheld. Subject to the foregoing, the Agreement will inure to the benefit of and be binding upon each party's respective successors and assigns.

20. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Ghana. The High Court of Ghana shall have exclusive jurisdiction over all matters in relation to this Agreement and each of the Parties hereby submits to the jurisdiction of the courts of Ghana.

21. **LIMITATION OF LIABILITY**

21.1 The cumulative liability of a Party for all claims arising under or related to this Agreement, whether in contract, tort or otherwise, shall not exceed total gross revenues for the preceding 12 months. In no event shall a party be liable to the other for damages for lost of profits, loss of goodwill or other indirect, special, incidental or consequential damages arising out of this agreement, even if the party has been advised of the possibility of such damages.

21.2 Nothing in this Clause 21 shall operate to limit or exclude a Party's liability for fraud, wilful breach, gross negligence, for liability under Clause 22 (Intellectual Property), Clause 12 (Confidentiality), for death or personal injury caused by its own negligence, or for any liability which cannot be excluded under applicable law.

22. **INTELLECTUAL PROPERTY**

Content Provider shall indemnify AT in full for all cost, claims, expenses, damages, liabilities and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by AT resulting from any

claim made against AT for actual or alleged infringement of a third party's Intellectual Property Rights related to the supply or use of the services.

23. DATA PROTECTION

Each Party shall, at its own expense, ensure that it complies with and assists the other Party in complying with the requirements of all legislation and regulatory requirements in force from time to time relating to the use, collection, or processing of personal data and the privacy of electronic communications.

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IN WITNESS WHEREOF THE PARTIES have executed this Agreement as of the date first indicated above.

Signed on behalf of PPL Net Ghana Ltd by:

Name: Leo Skarlatos
Title: Chief Executive Office

Signature:

In the Presence of (Witness):

Name: Emmanuel Adjei
Title: Chief Legal & Regulatory Officer

Signature:

Signed on behalf of Total Tim Gh. Ltd by:

Name:
Title:

Signature:

In the Presence of (Witness):

Name:
Title:

Signature:

Signed on behalf of Neugen Consult Ltd by:

Name: **Emmanuel Ofori-Darko**
Title: **Chief Executive Officer**

Signature:

In the Presence of (Witness):

Name: **Kofi Amoatey**
Title: **Digital Consultant**

Signature:

Annex I

Remuneration and Settlement

Revenue sharing percentages in the table below are based and will be calculated on Gross Revenue generated by Content Provider's Premium Content Service per calendar month which has been received by Operator.

Name of Service	Revenue Share
DIVA AI	70%:30% in favour of AT