

GENERAL CONTRACT FOR SERVICE

This contract for Services is made effective as of February 10, 2017, by and between FARAHA HEALTH TRAINING INSTITUTE (“**fhti**”) of P.O BOX 53 Himo, Moshi, Kilimanjaro, and PHRONETEC COMPANY LIMITED of P.O BOX 2865 ,Dar es Salaam, Sayansi Building, Kijitonyama.

1. **DESCRIPTION OF SERVICE.** Beginning on February 10, 2017, PHRONETEC COMPANY LIMITED will provide to FARAHA HEALTH TRAINING INSTITUTE (“**fhti**”) the services described in the attached Exhibit (collectively, the Services).
2. **PAYMENT.** Payment shall be made to PHRONETEC COMPANY LIMITED. Faraja Health Training Institute agrees to pay the sum of 1,000,000/= for the first contract term as follows:

Events:	Payment Amount.
Before system hosting	800000/=
After system hosting	200000/=

After the first contract term, FARAHA HEALTH TRAINING INSTITUTE (“fhti**”) will be obligated to pay according to the following payment plan:**

Two months before contract term	40% of next year estimated service charge.
After student registration	All the remaining service charges for the students registered in the system.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 20 percent per year, or the maximum percentage allowed under applicable United Republic of Tanzania law whichever is less.

FARAHA HEALTH TRAINING INSTITUTE shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if “**fhti**” fails to pay for the Services when due, PHRONETEC COMPANY LIMITED has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

The system setup (hosting) cost is independent of the maintenance fee (service charges).

3. **TERM.** This Contract will remain in effect for a period of 1 year. Thereafter will be upon renewal.
4. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the “Work Product”) developed in whole or in part by PHRONETEC COMPANY LIMITED in connection with the Services will be the exhaustive property of PHRONETEC COMPANY LIMITED. Upon request FARAHA HEALTH TRAINING INSTITUTE will execute, with a reasonable period of time, all documents necessary to confirm or perfect the exclusive ownership of PHRONETEC COMPANY LIMITED to the Work Product.
5. **CONFIDENTIALITY.** PHRONETEC COMPANY LIMITED, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of PHRONETEC COMPANY LIMITED, or divulge, disclose, or communicate in any manner, any information that is proprietary to FARAHA HEALTH TRAINING INSTITUTE. PHRONETEC COMPANY LIMITED and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by FARAHA HEALTH TRAINING INSTITUTE of these confidentiality obligations which allows PHRONETEC COMPANY

LIMITED to disclose **fhti's** confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, PHRONETEC COMPANY LIMITED will return to **fhti** all records, notes, documentation and other items that were used, created or controlled by PHRONETEC COMPANY LIMITED during the term of this Contract.

6. **INDEMNIFICATION.** PHRONETEC COMPANY LIMITED agrees to indemnify and hold **fhti** harmless from all claims, losses, expenses, fee including attorney fees, costs, and judgments that may be asserted against **fhti** that result from the acts or omissions of PHRONETEC COMPANY LIMITED and /or PHRONETEC's employees, agents or representatives.
7. **WARRANT.** PHRONETEC COMPANY LIMITED shall provide its services and meet its obligation under this Contract in a timely and workmanlike manner, using knowledge and recommendation for performing the services which meet generally acceptable standards in PHRONETEC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to PHRONETEC COMPANY LIMITED on similar projects.
8. **DEFAULT.** The occurrence of any of the following shall constitute material default under this contract.
 - The failure to make a required payment when due.
 - The insolvency or bankruptcy of either party.
 - The subjection of any either party' s property to any levy, seizure, general assignment for the benefit or creditor, application or sale for or by any creditor or government agency.
 - The failure to make available or deliver the Services in the time and manner provided for in this Contract.
9. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The part receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.
10. **FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligation of the party invoking the provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-out, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted or caused by such party, or its employees, officers, agents or affiliates.
11. **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with the statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance

with any other rights and remedies afforded to them by law.

12. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any written or oral agreement between the parties.
13. **SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or enforceable, but that by limiting such provision it would become valid and enforceable, the such provision will be deemed to be written, construed, and enforced as so limited.
14. **AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between parties, if the writing is signed by the party obligated under the amendment.
15. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the United Republic of Tanzania.
16. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficient given if delivered in person or by certified email, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
17. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
18. **ATTORNEY'S FEES TO PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in trial court and on appeal.
19. **CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.
20. **ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. Dr. Samwel Minja Director of FARAHA HEALTH TRAINING INSTITUTE, and Leonard Mangu Joseph, Chief Executive Officer (C.E.O) of PHRONETEC COMPANY LIMITED effective as of the date first above written.

Service Recipient: **FARAHA HEALTH TRAINING INSTITUTE**

By:
Dr.Samwel Minja.

Service Provider: **PHRONETEC COMPANY LIMITED**

By:
Leonard Mangu Joseph