




**RESELLER AGREEMENT**

**BETWEEN**

**PREMBLY LIMITED**

**&**

**NDEM JONNY**

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## **Contract/Indemnity Form**

THIS AGENCY AGREEMENT (hereinafter referred to as this “Agreement”) is made, entered into and effective from this 28th day of April 2025 (the “Effective Date”).

BETWEEN

PREMBLY LIMITED, a private limited liability company duly incorporated and registered under the laws of the Federal Republic of Nigeria and having its principal office at 15 Ramat Crescent, G.R.A. Ogudu, Lagos (hereinafter referred to as “Prembly” which expression shall where the context so admits include its successors in title and assigns) of the one part;

AND

Ndem Jonny of , principal place of residence at (hereinafter referred to as “The Agent”).

### **1. Purpose**

1.1 PREMBLY is appointing and engaging assistance on various verification services in (Location) through The Agent to act on PREMBLY’s behalf subject to the terms and conditions contained herein.

1.2 In this Agreement, unless otherwise stated:

1.3 The Agent’s authority to bind the PREMBLY is limited to the Services. The Agent does not have the authority to bind PREMBLY in any manner whatsoever beyond the Services stated herein.

### **2. Duties and responsibilities of parties**

2.1 Act as Liaison between PREMBLY and Rwandan authorities

2.1.1 Commence verification and submit verified information required as per the Statement of Works (“SOW”) to PREMBLY ;

2.1.2 Ensure the verifications are done in the shortest time possible and as agreed on with PREMBLY.

2.1.3 Act as Liaison between PREMBLY and Rwandan authorities

2.1.4 Handle all verification information received with the utmost privacy & confidentiality and shall not use or disclose it to any other person, except for the purposes of the verification.

2.2 PREMBLY Shall:-

2.2.1 Share all the necessary Candidate's information required for the verification to proceed

2.2.2 Ensure The Agent is facilitated & paid as agreed on

2.2.3 Provide any support The Agent may require as they conduct the verifications

2.2.4 Ensure consent is obtained from the Candidates before information is provided for verification.

### 3. Duration of Contract

3.1 This Agreement shall be signed by both parties and witnessed by their representatives and shall be binding henceforth from the date of signing.

3.2 This Agreement shall commence on the Effective Date and shall remain in effect for a period of 1 year (the "Initial Term") with an option to renew for an additional

Shapeterm, (the "Renewal Term") by mutual agreement of both parties. In the event any SOW is in effect at the time of expiration of this Agreement, all the terms and conditions of this Agreement shall remain in effect for the duration of such SOW.

3.3 The agreement shall continue in force unless terminated by either party giving the other a 30 days' notice in writing.

3.4 Upon termination of this agreement:

a. PREMBLY will pay The Agent the agreed upon fees for work fully undertaken prior to issuance of such termination.

b. The Agent will complete and share to PREMBLY all work in process as defined in the SOW(s) and shall adhere to the terms and conditions contained in this Agreement.

3.5 Consequences of termination

3.5.1 Upon termination or expiration of this Agreement or any SOW for any reason, The Agent shall promptly, upon written request and at the other Party's direction, return to the other party all confidential information (other

than the documentation issued under clause 3.2.2), all papers, materials and other properties of the other held by each for the purposes of and in connection with this Agreement, and warrant in writing that no copies of any such confidential information or data have been retained.

3.5.2 Upon any such termination, neither party hereto shall have any further obligations hereunder to the other.

#### 4. Payment terms and Taxes

4.3.1 Unless otherwise expressly specified in any SOW, during the Term, The Agent shall share a breakdown of monies owed to PREMBLY on completion of the work done for the Services at the rates listed on Section IV of the SOW on a weekly basis. 4.3.2 Payment shall be payable within seven (7) working days from the received date. 4.3.3 For the avoidance of doubt, the rates specified in Section IV of the SOW shall be the final chargeable fees.

#### 5. Indemnity

The Parties each agree to indemnify and hold harmless the other party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party and/or its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

#### 6. Independent Contractor

The Agent is engaged by the client as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture between the Parties, creating or establishing the relationship of employer and employee between The Agent and either PREMBLY or any PREMBLY Personnel or agent. The parties remain independent of each other.

#### 7. Conflict of Interest

7.1 The Agent shall not part with possession of the verification results or share its contents with any third party.

7.2 The intellectual property in any of the works undertaken by PREMBLY under this agreement shall be vested in PREMBLY.

#### 8. Intellectual Property

## 8.1 Ownership of Technology Customer Solutions, Software, Improvements and Intellectual Property.

PREMBLY will own all Customer Solutions, Software, Improvements, Intellectual Property and Technology, and any Improvements to the Customer Solutions, in each case developed, licensed or purchased by PREMBLY (or by any third parties on behalf of PREMBLY) To the extent applicable, such Customer Solutions and Improvements to Customer Solutions will be deemed to be works made for hire under the copyright or under the relevant design and patents laws in Kenya. Ownership of all proprietary rights shall vest in and remain with the proprietor Party. All hardware, software and licenses of any kind represent a Party's exclusive property. The Agent shall not use the intellectual property rights of PREMBLY.

8.2 All the terms of clause 9 remain in full force even after the expiration of the Agreement or any SOW.

## 9. Amendments

9.1 Any additional clauses or sections shall also be discussed and negotiated upon between the two parties and appended to the addenda.

## 10. Price Adjustments

The Agent will notify the Client of any price adjustments beforehand as soon as it becomes aware of the same and the effect thereof to the agreed upon price in Schedule IV of the SOW. Changes in pricing will be mutually agreed upon and amended via an addendum to this Agreement.

## 11. Force Majeure

Neither party to this agreement shall be held in breach of its obligations herein nor liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond its reasonable control including but not limited to acts of God, war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war or strife or rebellion, strikes lock outs, trade disputes, acts of government or defaults of third parties; or other unforeseen circumstances. However, the Party shall continue to perform its obligations under this agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance of its obligations not prevented by the force majeure event. If a party continues to be affected by such an event for a continuous period of thirty (30) days, the unaffected party shall be entitled to terminate this Agreement forthwith.

## 12. Severability

If any provision of this Agreement is illegal or unenforceable, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision. If any provision of this Agreement does

not comply with any law, ordinance or regulation, such provision, to the extent possible, both parties will endeavor to replace the invalid clause by a valid one that reproduces as closely as possible the intended economic meaning of the invalid provision.

### 13. Law

The Laws of the Republic of Kenya shall govern this agreement.

### 14. Notice

For purposes of communication, notification, service or other correspondence, the parties identify their respective addresses as described below:

Payment Issues – Francis Kimani [franics.kimani@PREMBLY.com](mailto:franics.kimani@PREMBLY.com)

Verifications – Kipkirui Langat -[kipkirui.langat@PREMBLY.com](mailto:kipkirui.langat@PREMBLY.com)

Any escalations / assistance William Ngala- [ngala.william@PREMBLY.com](mailto:ngala.william@PREMBLY.com)

Signed for and on behalf of PREMBLY LIMITED

Signature

28th day of April 2025

**Niyi Adegboye**

COO

Signed for and on behalf of Ndem Jonny

Signature

28th day of April 2025

**Anietie Ekpo**

individual partner