

INFORMATION TECHNOLOGY SERVICES AGREEMENT

BETWEEN THE UNDERSIGNED:

SANOFI-AVENTIS KENYA LIMITED, a limited liability company duly incorporated under the provisions of the Companies Act, (Chapter 486, Laws of Kenya) (now repealed), having its registered office at Crowne Plaza Hotel Annex, Longonot Road, Upper Hill, 20337 - 00200 Nairobi, Kenya,

Represented by PETER MUNYASI, duly authorized for the purpose hereof,

Hereinafter known as "**Sanofi**" or the "**CLIENT**",

AND

TECHSAVANNAH COMPANY LIMITED, a limited liability company duly incorporated under the provisions of the Companies Act, (Chapter 486, Laws of Kenya) (now repealed), having its registered office at Reliance Centre, Woodvale Groove, P.O Box 10306 – 00100 Nairobi, Kenya,

Represented by FRED KAIRU, duly authorized for the purpose hereof,

Hereinafter known as the "**PROVIDER**",

For the purposes of this Agreement, the CLIENT and the PROVIDER shall be, herein, individually referred to as the "**Party**" and collectively as the "**Parties**".



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WHEREAS:

The CLIENT belongs to SANOFI, one of the world's leading human health corporate groups.

The CLIENT wishes to benefit from the services of a company specialized in the information technology ("IT") industry to perform the Services, as defined herein.

The PROVIDER, who, having been made aware of the CLIENT's needs and expectations, declares that it has the resources, personnel and expertise to carry out the Services under optimum conditions, is hereby selected by the CLIENT to perform the Services, on the basis of such resources, personnel and expertise.

In these circumstances, the Parties enter into this Agreement to prescribe the terms and conditions under which the PROVIDER shall perform the Services.

THIS BEING ESTABLISHED, IT IS THEREFORE AGREED AS FOLLOWS:

ARTICLE 1. DEFINITIONS

The following terms shall have the following meaning:

"Affiliate" means any company which either directly or indirectly, is controlled by, or under the common control with SANOFI. The term **"control"** shall mean the direct or indirect ownership of at least fifty per cent (50%) of the voting share capital of any company or the power to direct or cause the direction, or to veto, the policies or management of such company.

"Agreement" means this document, including its recitals and Appendices, which sets out the contractual conditions applicable for the Services requested by the CLIENT under this Agreement.

"Anti-Bribery Laws" has the meaning ascribed to it in the article "Anti-bribery".

"Appendix" means the Appendices to this Agreement, as listed in the article "Contractual Documents".

"Applicable Data Protection Law" means the Constitution of Kenya, 2010, and any statute that may be promulgated by the Kenyan Parliament on data protection after the date of this Agreement..

"Business Day" means any day (other than a Saturday, Sunday, national day or gazetted public holiday in Kenya) on which banking institutions are generally open for the conduct of banking business in Kenya.

"CLIENT Data" means all of the CLIENT's data (including Personal Data) to which the PROVIDER has access within the Agreement.

"Confidential Information" means, broadly, any data of any kind whatsoever, and including technical, IT, organizational, strategic, legal, administrative, financial, scientific,



pharmaceutical, industrial and/or economic data, including CLIENT Data and CLIENT's Pre-Existing Elements, protected or not by intellectual property laws, whether sent directly or indirectly by the Discloser to the Recipient, in any form whatsoever, either orally, or in writing, in paper format, any electronic format whatsoever, or which the Recipient may have access to as a result of performing this Agreement.

"Default" means any defect and/or design flaw, manufacturing defect, labour defect, material defect or any operational defect attributed to the Results, preventing the operation of one of its functions.

"Definitive Acceptance" means the act of the CLIENT accepting Results. Definitive Acceptance must be recorded in the presence of both Parties by way of each Party signing minutes of Definitive Acceptance, and in no circumstances may it be deemed to have occurred either tacitly or by implication. Definitive Acceptance may not be qualified by reservations.

"Equipment" means computers, phones, related equipment, hardware and software, including, as applicable, systems (i.e., any and all IT networks or resources that process, store, support, transmit or contain CLIENT Data), applications, databases, central processing units, personal computers and other processors, controllers, modems, storage devices, printers, terminals, other peripherals and input and output devices, and other tangible mechanical and electronic equipment intended for the processing, input, output, storage, manipulation and retrieval of information and CLIENT Data.

"Force Majeure" means and includes any event which the Parties could not reasonably have foreseen or controlled at the date hereof by reason of the unavoidable, unforeseeable and uncontrollable nature of such events, including, but not limited to, any decree, ruling, decision or instruction, judgment or order issued by any authority, whether enacted or otherwise promulgated, riots, insurrections or civil or foreign wars, as well as any other circumstance beyond the control of the Parties or the affected Party. The Parties agree, however, that strikes shall not be considered hereunder as an event of force majeure.

"Object Code" means a computer program in binary, executable format.

"Pre-Existing Elements" means any outcome, document, methodology, know-how or process, documentation, data, database, information or file, software, program or other elements in any form whatsoever, including studies, specifications, graphic works, reports, results, signs, works, inventions, functional or technical analyses, as well as any commercial rules or requirements, user manuals, user guides, instruction manuals, training materials, instructions and documents of any kind created by the Parties (including CLIENT's Affiliates), or licensed to them by Third Parties, before or completely independently from the performance of the Agreement, including any amendments thereto.

"Preferred Contacts" means any person appointed by the Parties as a contact person and defined as such under the article "Preferred Contacts".

"Professional Standards" means obligations which must be implemented within the context of performing the Services, and relating to all standards, practices, methods and procedures that must be complied with and followed with skill, diligence, prudence and foresight that may

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be reasonably expected of a provider completing similar tasks or acting in similar circumstances, and all this in a manner that complies with widely accepted international standards.

“Provisional Acceptance” means the act of the CLIENT accepting each of the batches making up a Result. Provisional Acceptance must be recorded in the presence of both Parties by way of each Party signing minutes of Provisional Acceptance, and in no circumstances may it be deemed to have occurred either tacitly or by implication. Provisional Acceptance may be qualified by reservations that the PROVIDER may raise in accordance with the procedure set out in the article “Acceptance”.

“Result(s)” means (i) the software application to be developed by the PROVIDER pursuant to this Agreement together with its user manuals and (ii) all outcomes resulting from the completion of the Services including, but not limited to, any designs, databases, files, documents, study or analytical documents, minutes or report, IT development, settings, programs and/or interfaces, designed, created, submitted, developed, written in Object Code or Source Code by the PROVIDER, whether protected or capable of being protected by intellectual property laws or not, together with any devices on which these outcomes are stored (disks, cards, CD -ROM or other devices). The Results are deemed to be the CLIENT’s Confidential Information.

“Services” means the services described in Appendix 1 “Description of the Services” which shall be performed by the PROVIDER.

“Source Code” means a set of computer data files containing instructions readable by a microprocessor.

“Staff” means, in relation to a Party, any of its staff members, employees and those of its providers, authorized agents or sub-contractors.

“Third Party” means any company or entity other than the CLIENT, its Affiliates or the PROVIDER and “Third Parties” shall be construed accordingly.

ARTICLE 2. PURPOSE

Under this Agreement, the CLIENT hereby confers to the PROVIDER, and the PROVIDER accepts the performance of the Services.

ARTICLE 3. CONTRACTUAL DOCUMENTS

The following contractual documents shall govern the dealings between the Parties, in order of decreasing priority:

- Main body of the Agreement and any amendments made in accordance with this Agreement thereto;
- Appendices:



- Appendix 1: Description of Services
- Appendix 2: Information Security Measures
- Appendix 3: Financial Terms

ARTICLE 4. PROVIDER'S OBLIGATIONS

4.1. The PROVIDER agrees to carry out the Services pursuant to the terms and conditions of this Agreement. The PROVIDER undertakes to perform, under an obligation to achieve a result, its obligations described in the following articles "Personal Data Protection", "Confidentiality and Restricted Use", "Security", "Anti-bribery", "Intellectual Property" and "Provisions Relating to Employment Rights". Compliance with the contractual deadlines shall also be subject to an obligation of result.

4.2. The PROVIDER shall satisfy its contractual obligations in accordance with the legal and regulatory provisions in force and Professional Standards.

4.3. The PROVIDER hereby declares and warrants that it has available the skills, resources and means to satisfy its obligations under this Agreement. The PROVIDER shall perform the Services by way of adequate Staff, both in number and expertise, to ensure compliance with deadlines and the conformity of the Services to their description, as set out in Appendix 1 "Description of the Services".

4.4. Any overrun of contractual time limits shall result in late penalties being incurred, as defined in Appendix 3 "Financial Terms".

4.5. The PROVIDER's Staff shall remain, in all circumstances, under the responsibility, compensation, hierarchy and control of the PROVIDER.

4.6. The PROVIDER warrants it shall provide on-going Services regardless of whether a member of its Staff is absent or unavailable. To this end, the PROVIDER agrees to:

- inform the CLIENT, as soon, and in any event not more than twenty four (24) hours, as it becomes aware, of the absence, leave or unavailability of a member of its Staff;
- replace, as soon as possible, the unavailable member of its Staff, with a person having equivalent technical expertise; and
- supervise the Staff replacement to ensure there is no interruption to the proper provision of the Services, by organizing, at its own cost, a transition period enabling the replacement Staff to be informed of the status of how the Services are progressing.

4.7. If the PROVIDER fails to provide for an effective Staff replacement within a reasonable time frame, the PROVIDER shall be in breach of this Agreement allowing the CLIENT to terminate this Agreement.

4.8. The CLIENT reserves the right to request that the PROVIDER replaces any of the members of its Staff, either due to misconduct, or due to the member of Staff's unsuitable performance of the Services.



4.9. In the context of the completion of the Services, the PROVIDER acknowledges that it is bound by an obligation to advise, including to provide information and recommendations to the CLIENT within the framework of this Agreement and through all the phases of the Agreement as described in Appendix 1. To this end, the PROVIDER must provide the CLIENT with all advice, warnings and recommendations, particularly in terms of quality and performance, which are necessary to perform the Services.

4.10. Results shall be sent to the CLIENT in accordance with the conditions and completion schedule defined in Appendix 1 "Description of the Services".

4.11. In the event a final report is required by the Client to be sent to the CLIENT by the Provider upon completion of the Services, the PROVIDER shall send paper and electronic versions of the report, describing all of the completed Services in details, together with the obtained Results. The report shall be signed by the PROVIDER's Preferred Contact.

4.12. The PROVIDER agrees to comply with any oral and/or written instructions sent by the CLIENT.

ARTICLE 5. CONDITIONS FOR COMPLETION OF THE SERVICES

5.1. Location

5.1.1. In the event the Services are performed at one of the CLIENT's sites, the address of this site is set out in Appendix 1 "Description of the Services" (hereinafter the "Site").

5.1.2. For safety reasons, only those Staff members whose names have been communicated by the PROVIDER to the CLIENT may access the Site.

5.1.3. The CLIENT will make the following available to the PROVIDER:

- premises and necessary Equipment for the performance of the Services, as agreed upon between the Parties;
- any document relating to any prevailing instructions for access, sanitation and security on the Site that, given the specificity of the CLIENT's business, must be complied with by any Third Party.

5.2. Conditions under which the PROVIDER's Staff may act

5.2.1. The PROVIDER's Staff may access the Site during the CLIENT's business hours on Business Days.

5.2.2. The PROVIDER's Staff shall not be authorized to stay inside the Site outside of the CLIENT's business hours, except in special circumstances, agreed on by the Parties in advance, and on condition that at least one of the CLIENT's representatives is present on the Site.

5.2.3. The PROVIDER's Staff shall, in particular, ensure that they comply with all sanitation and security rules in force on the Site where the Services are being provided, which have been communicated to the PROVIDER by the CLIENT.

5.2.4. The PROVIDER agrees to inform the CLIENT's Preferred Contact, as soon as it becomes aware, of any accident arising on the Site(s) suffered by a member of its Staff together with any incident having dangerous impacts on the safety of people, Equipment, Site and/or the environment.

5.3. Access to Equipment and Sites

5.3.1. In the event where the Services require it, the CLIENT may be called upon to lend Equipment to the PROVIDER and/or grant him access to its IT facilities and networks on the Site and/or off-Site. An inventory of the Equipment lent to the PROVIDER may be drawn up by the CLIENT. This loan and/or network access shall be provided at the PROVIDER's sole risk.

5.3.2. In any event, the PROVIDER is bound to use reasonably any Equipment or premises made available by the CLIENT. The PROVIDER's actions, subsequent to any abnormal use or non-compliance with instructions for use, shall be invoiced by the CLIENT and paid for by the PROVIDER.

5.3.3. The PROVIDER shall only use the Equipment for the sole purpose of performing the Services, and in accordance with the safety recommendations of manufacturers and software developers, as well as the CLIENT's own safety recommendations.

5.3.4. In the event that CLIENT Data is entrusted to the PROVIDER, the PROVIDER is responsible for protecting itself, if necessary, against risks of loss or accident, and also where the relevant items are in its safekeeping.

5.3.5. The PROVIDER agrees it shall not communicate, nor allow a Third Party to access the CLIENT's Equipment, without the CLIENT's prior written consent. To this end, the PROVIDER shall safeguard the passwords that may be communicated to it by the CLIENT and shall immediately inform the CLIENT of any loss or theft of these passwords.

5.3.6. The PROVIDER must put all necessary procedures in place as the Services are being performed to protect the CLIENT's Equipment, and in particular to ensure the Results are protected against any damage which may be caused by a computer virus.

5.3.7. The PROVIDER's Staff who have access to the Site and/or the CLIENT's Equipment while performing the Services do not have the right to copy any software installed on Site and/or relevant Equipment provided or otherwise made available to the PROVIDER by the CLIENT, nor any accompanying documentation without the CLIENT's prior approval.

5.3.8. The CLIENT reserves the right to immediately evict any member of the PROVIDER's Staff who does not comply with the provisions of this article, without prejudice to any legal proceedings brought against the PROVIDER.

ARTICLE 6. CLIENT OBLIGATIONS

6.1. The CLIENT shall provide the PROVIDER with all economic, technical and commercial information or any information that it possesses, and which is reasonably necessary for completion of the Services.

6.2. The CLIENT agrees to work with the PROVIDER in good faith.

6.3. The CLIENT agrees to pay the fees owed to the PROVIDER pursuant to the article "Payment – Penalties" of this Agreement.

ARTICLE 7. PREFERRED CONTACTS

7.1. The CLIENT and the PROVIDER have appointed Preferred Contacts, set out in Appendix 1 "Description of the Services" responsible for monitoring the provision and completion of the Services and compliance with all obligations set out in this Agreement, and agree that the aforementioned contacts shall regularly work together. .

7.2. In the event that a Party substitutes a Preferred Contact, this Party shall notify the other Party in writing of the substitution.

ARTICLE 8. AMENDMENT/EXPANDING THE SCOPE OF THE SERVICES

8.1. Any request to amend or expand the scope of the Services must be made in writing from the CLIENT to the PROVIDER, within reasonable time frames to enable the latter to better protect the Parties' mutual interests.

8.2. The PROVIDER shall reply to such request with a written proposal stating the cost, conditions, and time frames for completion of the Services to be amended or new Services requested by the CLIENT.

8.3. An agreement for modifications to the Services shall be deemed to be valid and binding upon signature of an amendment to this Agreement.

ARTICLE 9. PAYMENT - PENALTIES

9.1. Payment

9.1.1. As full consideration for the satisfactory performance of the Services by the PROVIDER under the Agreement, including the absolute assignment of any and all intellectual property rights on the Results, the CLIENT agrees to pay to the PROVIDER the flat amount set forth in Appendix 3 "Financial Terms".

9.1.2. Invoices issued by the PROVIDER shall be prepared in two (2) copies. One (1) copy shall be retained by the PROVIDER.

9.1.3. Invoices must adhere to formal requirements and display all of the prescribed references required by any legislation and good accounting standards.

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- 9.1.4. Any omission or error noted by the CLIENT on an invoice issued by the PROVIDER shall result in it being rejected *ipso facto*.
- 9.1.5. Invoices must state the purpose, number, and commencement date of this Agreement, purchase order number issued by the CLIENT together with detailed recipient account references for payment.
- 9.1.6. Invoices shall be issued in the CLIENT's name and sent by the PROVIDER to:
SANOFI AVENTIS KENYA Ltd.
Attention: Samuel Kwamanga
P.O. Box 20337-00200 Nairobi
- 9.1.7. The time frame for payment of any sums owed by the CLIENT to the PROVIDER for the price of the Services is set at thirty (30) days following the date of invoicing, subject to the invoice complying with all legislative and regulatory provisions as well as any provisions set out here above.
- 9.1.8. The CLIENT agrees to reimburse, upon presentation of an itemisation of costs and original receipts, the reasonable expenses incurred by the PROVIDER and/or any of its employees while providing the Service, subject to these amounts having been approved in writing beforehand by the CLIENT and subject to such amounts complying with the CLIENT's travel policy, attached herewith.
- 9.1.9. Notwithstanding the provisions laid down in the articles "Force Majeure" and "Term - Termination", should the PROVIDER fail to fulfil its obligations hereunder, whether it has partially performed the Services and/or has not performed the Services in compliance with the terms and conditions of the Agreement, the CLIENT, after having sent to the PROVIDER a prior notice to duly perform its obligations and this notice having remained without effect, shall be entitled to reduce the price.
- 9.1.10. As a result of the foregoing, the CLIENT shall therefore notify in writing the PROVIDER (i) of its decision to reduce the price to the extent it has not already been paid by the CLIENT or, (ii) its refund request in proportion to the reduced price it is claiming to the PROVIDER in the event the CLIENT has already made the payment.


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9.2. Penalties

In case of any delay in performing the Services, the PROVIDER shall be liable to pay the CLIENT the compensation set forth in Appendix 3 "Financial Terms".

ARTICLE 10. INTELLECTUAL PROPERTY

10.1. Pre-Existing Elements

The CLIENT's Pre-Existing Elements may only be used by the PROVIDER within the framework of this Agreement and for the sole purpose of completing the Services, and for the CLIENT's exclusive benefit. In no circumstances may the Agreement be deemed to grant the PROVIDER any right, title or interest in the CLIENT's Pre-Existing Elements other than the aforementioned licence. Upon expiry of, or in the event of early termination of this Agreement, or at any other time, upon CLIENT's request, the PROVIDER agrees to return the CLIENT's Pre-Existing Elements to the CLIENT within thirty (30) calendar days. In no circumstances shall the PROVIDER be authorised to destroy the CLIENT's Pre-Existing Elements without the CLIENT's written approval.

10.2. Assignment of intellectual property rights on the Results

- 10.2.1. The Results shall be the property of the CLIENT who may freely use them without constraint or restrictions. The PROVIDER irrevocably absolutely assigns the CLIENT full ownership of the Results, free of encumbrances and Third Party claims (including rights to compensation or additional indemnities) for the entire duration that the PROVIDER would have been entitled to the rights over the Results under the law. Such assignment shall be made progressively, as payments are made for the corresponding Services.
- 10.2.2. The CLIENT, and any Affiliates, shall possess the rights to copy, represent, modify, have modified, translate, distribute, rent, lease, loan, hire, use, license, assign and freely use all or part of the Results, in any format and by any known, or as yet unknown, procedure, including digital formats, by any means of broadcast or communication network known or as yet unknown, including the internet and intranet.
- 10.2.3. Should the Services generate Results which are capable of being protected by industrial property laws, it is hereby agreed that only the CLIENT may, at its discretion, register a patent or trademark or obtain any intellectual property title.
- 10.2.4. So that the CLIENT and/or Affiliates can freely use the Results, the PROVIDER shall personally ensure that any contributing Third Parties assign their intellectual property rights on the Results to the CLIENT under the same conditions as those referred to here above.



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- 10.2.5. The PROVIDER warrants that it shall personally compensate all Third Parties who may have a claim against the CLIENT and ensure that the CLIENT is indemnified against any payment owing thereunder.
- 10.2.6. The PROVIDER may not use the Results for any other purpose than provision and completion of the Services or communicate about them without the CLIENT's prior written agreement.
- 10.2.7. The CLIENT and/or the Affiliates shall not obtain any intellectual property rights on methods, tools, software and know-how belonging to the PROVIDER which were used to obtain the Results, but which do not form part of the Results. In the event that such items are required by the CLIENT and/or the Affiliates for the use and/or exploitation of the Results, the PROVIDER agrees to freely grant to the CLIENT and/or the Affiliates, an irrevocable, worldwide and non-exclusive license to use them for the duration of protection of copyright laws, and for the sole purpose of using the Results.

10.3. Results including IT developments

- 10.3.1. In the event that the Results are software developments, the CLIENT and Affiliates shall be assigned the following rights on the developments and their respective documentation:
1. The right to issue any English language or foreign language version, and any IT language, of all or part of the Results, and more generally, the right to amend, adapt, transform in whole or in part and into any format whatsoever, the Results for any kind of use;
 2. The right to display, broadcast and market all or part of the Results, by any means necessary for such marketing, by digital transmission, by any means and on any device, including online (notably by internet, intranet, extranet);
 3. The right to carry out on-going and remedial maintenance;
 4. The right to integrate interfaces, in whole or in part, with or without modifications; and
 5. The right to engineer and reverse-engineer.
- 10.3.2. At the same time as the aforementioned rights are granted to the CLIENT, all supporting documentation or materials shall become the property of the CLIENT and Affiliates.
- 10.3.3. If a database is created in the course of the Services, the CLIENT shall become and shall remain the sole producer of all databases integrated into the corresponding Results, within the meaning of the legal provisions in force.

10.4. Indemnification

- 10.4.1. The PROVIDER warrants that the CLIENT shall have peaceful enjoyment of all rights on the Results and the PROVIDER's Pre-Existing Elements. To this end, the PROVIDER shall indemnify the CLIENT against any claims from a Third Party in relation to the aforementioned rights. The PROVIDER agrees to ensure that all intellectual property rights that it creates and licenses within the context of this Agreement shall not result in any intellectual or industrial property infringement or



any other infringement of a Third Party's rights nor shall it constitute a claim of unfair competition, free-riding or misappropriation of know-how.

- 10.4.2. If, a Third Party alleges that the use by the CLIENT of the aforementioned rights has resulted in an infringement of that Third Party's rights, the PROVIDER must legally defend the CLIENT and take legal or extra-judicial measures in accordance with the CLIENT's instructions, provided, however, that the CLIENT notifies the PROVIDER of such allegations or claims in writing within a reasonable time frame and provided its cooperation.
- 10.4.3. If found guilty by virtue of a judicial decision, the PROVIDER must pay for any damages a court orders the CLIENT to pay, together with any associated legal and other associated costs. This applies for subsequent judicial decisions and/or for each and any settlement agreements.
- 10.4.4. If the Third Party's claim is rejected, the PROVIDER may personally recover any expenses, legal and other associated costs and damages the court orders the Third Party to pay.
- 10.4.5. In regards of the Results, where as a consequence of a signed settlement between the PROVIDER and the applicant or legal proceedings resulting in a court ordering that a Result developed by the PROVIDER is prohibited from use, the PROVIDER may, at its own cost, and with the CLIENT's agreement:
- obtain the right for the CLIENT to continue using the Result as provided for in the Agreement;
 - or replace the Result referred to in the claim for an infringement with another non-infringing version of the Result which meets the CLIENT's needs;
 - or amend the Result in such a way as to prevent the aforementioned infringement in accordance with the CLIENT's needs.

ARTICLE 11. CONFIDENTIALITY AND RESTRICTED USE

11.1. General terms

In this article, "**Discloser**" or "**Recipient**", means, depending on the circumstance, either one of the Parties who (i) either directly or indirectly sends (as Discloser), or (ii) directly or indirectly receives, the Confidential Information within the context of preforming and completing this Agreement, either in writing, orally, electronically or in any other form (as Recipient).

11.2. Recipient's obligation of confidentiality



- 11.2.1. The Recipient agrees to process and keep Confidential Information strictly confidential and only use the Confidential Information in accordance with the terms and conditions of this Agreement within the context of performing and completing the Services.
- 11.2.2. In no circumstances may the Recipient sell, exchange, publish or communicate the Confidential Information in any manner whatsoever or in any form whatsoever to a Third Party, without the Discloser's prior written approval, excepting those conditions set out at article 11.3 here below. The Recipient shall deal with the Confidential Information of the Discloser with at least the same care as the one used when dealing with its own Confidential Information.
- 11.2.3. The Recipient agrees to take all necessary measures to protect the Confidential Information, to strictly limit its employees' access to the Confidential Information for the purposes of performing and completing the Services and warrant that its employees shall not disclose or use the Confidential Information at any time, or for any manner not authorized under this article.
- 11.2.4. In the event that the Recipient requires a Third Party's assistance - and subject to obtaining the Discloser's prior approval - the Third Parties shall be bound by an equivalent obligation of secrecy as that undertaken by the Recipient further to this article and may only use the Confidential Information to perform the Services. In any event, should the Third Party breach its obligations of confidentiality, the Recipient shall be held liable for such breach to the Discloser.

11.3. Exclusion from the scope of Confidential Information

- 11.3.1. Obligations defined in this article 11 shall not apply to Confidential Information:
- a. that the Recipient already possessed prior to the Discloser sending it and it was already contained in its records; or
 - b. which was already known to the public or accessible to the public prior to it being communicated by the Discloser; or
 - c. which became known to the public at the time it was sent by the Discloser, other than by way of the Recipient; or
 - d. which had been communicated by Third Parties, legitimately and without restriction or violation, who were not bound by a confidentiality agreement; or
 - e. which had been independently developed by the Discloser, subject to written evidence.
- 11.3.2. For the purposes of this Agreement, no Confidential Information may be deemed to form part of the public domain or be deemed to only be known by the Recipient as such Confidential Information is contained in more general information than the public domain or that which is known to the Recipient.



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11.3.3. The Recipient may disclose Confidential Information in the event that it is required to do so by law or by a Court of competent jurisdiction, on condition that the Recipient immediately notifies the Discloser in writing so that the Discloser may request an interim order or any other form of appropriate protective measures. In the event that no appropriate protective measures are obtained, the Recipient agrees that it shall only disclose that portion of Confidential Information that is legally required of it and shall use its best endeavors to confidentially process the Confidential Information.

11.3.4. Save as otherwise provided in this Agreement, the Recipient expressly acknowledges that all Confidential Information that it receives within the context of this Agreement is, and shall remain, the Discloser's exclusive property. The Agreement does not imply any transfer of ownership in the documents and Confidential Information transferred hereto.

11.4. Term of the Agreement

11.4.1. Upon expiry of the Agreement, or at any time the Discloser requests, the Recipient agrees to immediately return to the Discloser (or, upon written request from the Discloser, to destroy) all Confidential Information, associated documents and/or containing Confidential Information, without retaining copies, extracts and/or summaries, regardless of the form and device, excepting one copy that the Recipient may keep in its legal records for the purposes of identifying its obligations under this Agreement.

11.4.2. The Recipient must obtain written confirmation from any authorized Third Party to whom Confidential Information had been disclosed, that the Third Party is subject to the same obligation.

11.5. Obligations set out in this article must be complied with throughout the term of this Agreement and for a period of ten (10) years following its termination, regardless of the reason.

ARTICLE 12. PERSONAL DATA PROTECTION

For the purpose of this Article "Personal Data Protection", Personal Data shall mean any and all information that directly or indirectly allows the identification of an individual.

12.1. The PROVIDER shall not provide to the CLIENT, and the CLIENT shall not attempt to obtain from the PROVIDER, any of the project participants' personally identifiable data in any form.

12.2. During the performance of the Services, the PROVIDER may be required to collect or process Personal Data. In this regard, the PROVIDER warrants to the CLIENT that the PROVIDER will implement measures ensuring the security and confidentiality of any Personal Data communicated by the CLIENT or by any Third Party.

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12.3. The PROVIDER shall collect data in strict compliance with the Applicable Data Protection Law and other applicable laws and regulations regarding the protection of personal data applicable in the countries where data is collected, including but not limited to obtaining consent from a person prior to the acquisition and use of their personal data. Accordingly, the PROVIDER shall:

- a) process Personal Data for the CLIENT only in the context of the performance of this Agreement;
- b) refrain from communicating any Personal Data to any Third Party (including its Affiliated Companies or permitted subcontractors) or, with respect to Personal Data relating to Third Parties, to the CLIENT without the written approval of the individual to whom the Personal Data relates;
- c) take all appropriate security measures to protect the Personal Data provided by the CLIENT or by Third Parties to which it has access through the performance of the Services, particularly against any prejudicial, wrongful and unlawful use, accidental or unlawful destruction, loss, alteration or disclosure thereof, or unauthorized access thereto; and
- d) answer appropriately and without delay to all inquiries from the CLIENT regarding the PROVIDER's handling of Personal Data.

12.4. The PROVIDER shall be liable in any event for its use of the Personal Data provided by the CLIENT and shall indemnify, defend, release and hold harmless the CLIENT against any breach of its obligations under this Article.

12.5. The CLIENT may carry out any controls the CLIENT considers useful or appropriate to verify the PROVIDER's compliance with its obligations as set forth in this Article.

12.6. In the event of a breach by the PROVIDER of its obligations under this Article, the CLIENT reserves the right to immediately and automatically terminate this Agreement, without prejudice to any damages the CLIENT may claim.

ARTICLE 13. SECURITY

The PROVIDER agrees to carry out the Services in compliance with the Professional Standards, the charter "Information Technology and Solutions Usage Policy" and the Information Security Measures, as detailed in Appendix 2 "Information Security Measures".


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ARTICLE 14. LIABILITY - INSURANCE

14.1. Liability

14.1.1. In any event, the PROVIDER's liability shall be limited to direct and actual damages and shall exclude compensation for indirect damages. However, the following costs shall not be considered as indirect damages:

- Costs for implementing stopgap measures to remediate any failure by the PROVIDER to comply with its obligations;
- Additional costs incurred by the CLIENT to obtain similar services from a Third Party where the PROVIDER is in default;
- Related personnel costs (wages including, overtime, use of employees under short-term agreements and/or temporary agreements), telecommunications costs and other expenses of a similar nature, incurred by CLIENT in order to implement any or part of what is described in the preceding paragraphs; and
- Reloading or recovery cost of CLIENT Data based on the CLIENT's latest CLIENT Data file back-ups and related copies (that the aforementioned backups or copies had been made by the CLIENT for the areas the CLIENT is responsible for or by the PROVIDER for the areas it is responsible for).

14.1.2. Either Party's aggregate liability under the Agreement, for any reason whatsoever and unless otherwise expressly provided, shall not exceed an amount equal to two (2) times the total amount of the Agreement.

14.1.3. The above limitation shall not apply to injuries or deaths, gross negligence, wilful misconduct, fraud, damage to property (tangible or intangible) or damage to CLIENT Data, breach of confidentiality or Personal Data related obligations or infringement of an intellectual property right; neither shall it apply to PROVIDER's obligations set forth in article "Security".

14.1.4. For the avoidance of doubt, any penalty or other indemnity awarded under the Agreement against the PROVIDER shall be in addition to any damages due by the PROVIDER pursuant to the Agreement, and will not be deducted from the abovementioned liability cap.

14.1.5. Each Party is liable for any harmful consequences of acts caused by its employees.

14.2. Insurance



- 14.2.1. The PROVIDER must take out and hold insurance policies from a known creditworthy insurance company covering the financial consequences of its general civil liability and professional liability for all damages which it may have caused to the CLIENT or a Third Party as a result of this Agreement.
- 14.2.2. The PROVIDER agrees that upon request it shall provide the CLIENT with insurance certificates from its insurer in accordance with the terms of this article, certifying the type, scope, term and insured territory of each insurance policy and shall provide evidence that it has paid its insurance premiums. The PROVIDER also agrees to provide an insurance certificate from its insurer certifying that no insurance may be terminated or amended in any substantial manner during the duration of the Agreement except where the CLIENT was informed in advance in writing thirty (30) calendar days prior to the effective date of such termination or amendment. The PROVIDER agrees to keep the insurance cover current throughout the duration of the Agreement and undertakes not to do or omit to do anything that might vitiate the insurance cover or render it unenforceable.
- 14.2.3. Any insurance excesses provided for in the insurance policies taken out by the PROVIDER herein shall remain the PROVIDER's responsibility, unless otherwise mentioned herein.

ARTICLE 15. WARRANTY

15.1. Each and all Results shall be covered by the warranty described hereinafter. This warranty shall take effect from the Definitive Acceptance date of the Result and last for a period of six (6) months (warranty period).

15.2. Any Default affecting a Result – caused by the PROVIDER and notified by the CLIENT to the PROVIDER during the warranty period – shall fall within the warranty's scope even when such Default is not remedied prior to the expiry of the warranty period.

15.3. Under the warranty, the PROVIDER agrees to remedy, at its own costs, Defaults referred to in article 15.2 or to implement work around solutions, on condition that such Defaults have been qualified by the CLIENT and brought to the PROVIDER's attention in writing. Such remedies shall in turn be covered by the same warranty from the Definitive Acceptance of the remedy.

15.4. However, the warranty is not applicable in the following circumstances:

- The Result was modified by the CLIENT without informing the PROVIDER in writing beforehand provided that in emergency situations or circumstances that makes it impractical to inform the PROVIDER, the CLIENT may make such modification and thereafter promptly inform the PROVIDER;
- the Result has not been used by the CLIENT in accordance with the conditions of use set out in the corresponding operational files approved by the CLIENT;
- Default was not caused by the PROVIDER or by any of its sub-contractors or Staff member.




15.5. Defaults being caused by one or more of the here above cases, shall not be deemed to have been caused by the PROVIDER, where steps to remedy the default will be the subject of a prior quotation submitted to the CLIENT for its approval and for any additional invoicing.

ARTICLE 16. ACCEPTANCE

16.1. In the event the Parties have decided the Services should be subject to an acceptance process, the following provisions shall apply.

16.2. Provisional Acceptance shall be assessed on the basis of a detailed acceptance plan jointly agreed by the Parties (hereinafter referred to as the "**Acceptance Plan**"). The CLIENT agrees to carry out the implementation of test cases, monitoring of outcomes, and more generally all required technical operations for Provisional Acceptance of the relevant batch in accordance with an agreed schedule.

The PROVIDER shall provide the CLIENT with all necessary assistance to perform such operations.

Provisional Acceptance of each of the batches forming the Results may be either deemed accepted, with or without reservations, or rejected in the event that the relevant batch does not meet benchmark of the expected outcomes within the context of the Acceptance Plan.

Provisional Acceptance of each of the batches making up the Results shall form the basis of a jointly-agreed report, signed by the Parties (hereinafter referred to as the "**Test Report**"), arising from any of the CLIENT's reservations, or from any difficulties it may have encountered.

16.3. In the event of Provisional Acceptance noting reservations, the PROVIDER must take responsibility for any remedial actions it is required to perform in order to definitely remove any reservation the CLIENT may have initially reported, in accordance with a schedule to be agreed on between the Parties. Definitive Acceptance shall be decided as set out in paragraph 16.4.

Should the CLIENT consider that Provisional Acceptance of one or more batch(es) making up the Result may not be granted due to stated malfunctions, the CLIENT shall postpone Provisional Acceptance by sending the PROVIDER a reasoned postponement notice and with a deadline in which the Services must be ended off.

16.4. Within a maximum time frame of one (1) month following Provisional Acceptance of the last batch of the Result, unless another time frame is provided within the Test Report, and provided that all reservations set out in the said Report have been removed, the CLIENT shall declare the Definitive Acceptance of the Result. Such Definitive Acceptance shall be deemed to be a declaration of conformity between the Results and the Test Report. A new version of the Test Report stating that reservations have been removed shall be signed by the Parties.



16.5. No Provisional Acceptance or Definitive Acceptance shall be deemed to discharge the PROVIDER of its liability to remedy the Defaults it is responsible for within the warranty period set out in article "Warranty".

ARTICLE 17. FORCE MAJEURE

17.1. Neither Party shall be liable for any failure or delay in performance of its obligations resulting from any event of Force Majeure.

17.2. Upon occurrence of an event of Force Majeure affecting the performance of the Agreement, the affected Party shall immediately notify the other Party of such occurrence, by e-mail and registered letter with acknowledgment of receipt, setting forth its estimated duration.

In this case the Parties shall promptly discuss and use their best efforts to mitigate the effects of the event of Force Majeure.

At the end of the event of Force Majeure and its consequential effects, the affected Party shall resume performance of its obligations as soon as possible. Each Party will bear its own costs and expenses incurred in connection with the event of Force Majeure.

17.3. Failing to reach an agreement on the measures to be taken and should the duration of the event of Force Majeure exceed fifteen (15) days following the notification of such occurrence, either Party shall be fully entitled to terminate the Agreement with immediate effect without any compensation being claimed.

ARTICLE 18. HARDSHIP

Parties are bound to perform their obligations under the Agreement even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the Agreement.

ARTICLE 19. TERM – TERMINATION

19.1. This Agreement shall enter into force upon its last date of signature by the Parties and shall terminate following the completion of the Services, no later than 8

19.2. This Agreement may be terminated as of right, with immediate effect and without prejudice to any claims or damages, by either Party in the event of breach or non-performance by the other Party of one or more of its contractual obligations under this Agreement, insofar as the Party in breach fails to remedy its breach within fifteen (15) calendar days starting from the date of the notice to perform sent by the other Party, by letter sent by registered mail with return receipt.

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19.3. The CLIENT may immediately lawfully and without prior notice terminate this Agreement without prejudice to any claims for damages, by way of a registered letter with return receipt: in the event of breach of the provisions of article "Confidentiality and restricted use", article "Personal Data Protection", article "Provisions relating to employment rights", article "Anti-bribery" and article "Conflict of interest".

19.4. The CLIENT may lawfully terminate the Agreement in the event that the CLIENT decides to terminate the Services for objective and legitimate reasons, following reasonable notice.

19.5. In the event of termination of the Agreement for any reason whatsoever, the CLIENT shall only be bound to pay the PROVIDER those amounts corresponding to Services completed at the date of effective termination. No other sums shall be due and payable by the CLIENT to the PROVIDER.

19.6. In the event the Agreement is terminated for any reason whatsoever, the PROVIDER shall return to the CLIENT:

- all documents, information, materials and other data including Confidential Information sent within the framework of the Agreement and/or for the completion of the Services; and
- a report in relation to the completed Services.

ARTICLE 20. REVERSIBILITY

20.1. The PROVIDER acknowledges that at expiry date or in the event that this Agreement is terminated for any reason whatsoever, it is an essential term of the Agreement that the supply of Services shall be on-going and seamless and that the transfer of Services be provided in the most favourable transitional conditions, within the framework of being resumed either by the CLIENT or by a Third Party service provider.

20.2. To this end, the PROVIDER agrees to supply the CLIENT with any necessary assistance to ensure an orderly, thorough, efficient and certain transfer of the Services (the "**Reversibility**").

20.3. Reversibility has the purpose of (i) seamlessly allowing the CLIENT to take over or to arrange to take over of all or part of the Services by a Third Party service provider selected by the CLIENT (the "**Third Party Supplier**"), (ii) minimise any risk related to the transfer of Services from the PROVIDER to the CLIENT or to a Third Party Supplier and (iii) transfer its expertise in relation to the Results and each of the items making up the Results in such a way as to ensure that the CLIENT or Third Party Supplier may continue using the Results in the best possible conditions.

20.4. Upon the expiry of the Reversibility phase, CLIENT's Equipment and CLIENT Data shall also be returned. All elements capable of being returned prior to the end of this phase shall be progressively returned as soon as possible.

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20.5. The Reversibility schedule shall be drawn up between the Parties upon termination of the Agreement. The PROVIDER agrees to continue its efforts to limit the duration of this phase and prevent any interruption to the supply of the Services.

20.6. The PROVIDER agrees to assist and advise the CLIENT throughout this Reversibility phase.

ARTICLE 21. PROVISIONS RELATING TO EMPLOYMENT RIGHTS

21.1. The PROVIDER shall provide, as an employer, management of all administrative, accounting, compensation and benefits aspects for its employees working to perform the Services and must fulfil its obligations pursuant to employment law provisions.

21.2. The PROVIDER hereby certifies and attests that the ordered Services shall be carried out by employees who are employed legally in relation to employment laws prior to hiring and issue of payment summaries and hereby declares that it is discharged of its corresponding corporate and financial obligations.

21.3. In any event, the PROVIDER agrees to hold harmless the CLIENT against any civil and financial consequences of any claims that may be filed against the CLIENT based on joint and several liability established between the PROVIDER and the orderer under the provisions of the labour laws.

ARTICLE 22. SUB-CONTRACTING

The PROVIDER shall not subcontract in whole or in part the performance of the Services without the express and prior written consent of the CLIENT. In case of subcontracting, the PROVIDER shall remain fully responsible for the proper performance of the Agreement by its subcontractor(s).

ARTICLE 23. ASSIGNMENT OF THE AGREEMENT - INTUITU PERSONAE

23.1. The PROVIDER acknowledges that it has been engaged in consideration of its expertise and experience. Consequently, the PROVIDER shall not assign or transfer any of its rights and obligations under this Agreement without the prior written consent of the CLIENT.

23.2. In the event of a "Change of Control" affecting the PROVIDER, the PROVIDER shall promptly notify the CLIENT by means of a registered mail with proof of delivery. Change of Control shall mean any change in the control of the PROVIDER, the term "control" having the meaning provided in article 1 under the definition of "Affiliate".

23.3. The CLIENT shall be entitled to freely assign or transfer this Agreement or any part thereof. For this purpose, the PROVIDER hereby consents to the assignment or transfer, which shall be effective upon receipt of written notice from the CLIENT. As from enforceability of such assignment or transfer, the PROVIDER also accepts to relieve the CLIENT from its obligations to the extent of the obligations actually assigned or transferred.



ARTICLE 24. ANTI-BRIBERY

24.1. The PROVIDER warrants, represents and undertakes that it will comply with the requirements of all applicable anti-bribery regulations, codes and/or sanctions, both national and foreign, including but not limited to the Anti-Corruption and Economic Crimes Act, No 3 of 2003, the Public Officer Ethics Act, No 4 of 2003, the Public Procurement and Disposal Act, 2005, the Proceeds of Crime and Anti-Money Laundering Act, 2009, the Ethics and Anticorruption Commission Act, 2011, the Leadership and Integrity Act, 2012, the Bribery Act, 2016, the US Foreign Corrupt Practices Act, the UK Bribery Act and the OECD Convention dated 17th December 1997 (the “**Anti-Bribery Laws**”) and; therefore that it has not and will not make, promise or offer to make any payment or transfer anything of value (directly or indirectly) to (i) any individual, (ii) corporation, (iii) association, (iv) partnership, or (v) public body, (including but not limited to any officer or employee of any of the foregoing) who, acting in their official capacity or of their own accord, are in a position to influence, secure or retain any business for (and/or provide any financial or other advantage to) the CLIENT by improperly performing a function of a public nature or a business activity with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business.

24.2. The PROVIDER further represents and warrants that the PROVIDER has not made and agrees that the PROVIDER shall not make any payment or any offer or promise for payment, either directly or indirectly, of money or other assets, to government or political party officials, officials of international organizations, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing for the purpose of influencing decisions or actions or where such payment would constitute violation of any law, including but not limited to the Anti-Bribery Laws.

24.3. The PROVIDER will immediately notify CLIENT if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out above at the relevant time.

24.4. The PROVIDER shall keep detailed and up to date books of the account and records of all acts and payments made by it in relation to this Agreement for a minimum period of seven (7) years and at the CLIENT request make them available for inspection. The PROVIDER will ensure that such books of account and records are sufficient to enable the CLIENT to verify their compliance with this section of the Agreement.

ARTICLE 25. AUDIT

25.1. Throughout the duration of the Agreement and following its expiry, the PROVIDER shall do whatever is necessary to enable the CLIENT or any other person appointed by the CLIENT to audit the procedures for performance and completion of the Services with the intention of ensuring that the Services comply with the terms of this Agreement and any prevailing legislation, at the CLIENT's request. The CLIENT may carry out such audits at any time, during ordinary business hours, having provided the PROVIDER with at least fifteen (15) Business Days' advance notice prior to the audit. The PROVIDER agrees to provide the CLIENT with all documents and data required for the preparation and completion of the audit. Further, the PROVIDER agrees to provide the CLIENT with logistical support and to make itself available to carry out the audit under the most



favourable conditions.

25.2. If an audit reveals any breaches or deficiencies pursuant to this Agreement or if the CLIENT raises recommendations or reservations following an audit, the PROVIDER shall promptly and at its sole cost and expense (i) execute a remediation plan to correct those breaches and/or deficiencies and (ii) implement the recommendations and reservations issued by the CLIENT.

ARTICLE 26. CONFLICTS OF INTEREST

“**Conflict of Interest**” means any situation in which the definition and/or completion of the Services are altered or capable of being altered by exposure of the PROVIDER to conflicting interests and the proper execution of the Services, and to the detriment of the CLIENT's interests.

The PROVIDER hereby declares that at the effective date of this Agreement, the PROVIDER has no Conflict of Interest. Furthermore, the PROVIDER agrees to declare any conflict of Interest arising during the term of this Agreement; in such an event, the CLIENT shall have the right to terminate the Agreement pursuant to the terms of article “Term – Termination” here above.

ARTICLE 27. TRANSPARENCY

Pursuant to the prevailing legal and regulatory provisions relating to transparency, and in the event that such provisions should apply to the PROVIDER, the CLIENT shall make public the existence of this Agreement together with any amounts of costs paid for within the context of the Agreement in accordance with regulatory procedures relating to the transparency of personal connections.

ARTICLE 28. MISCELLANEOUS

28.1. The Agreement constitutes the entire agreement between the Parties. The Agreement shall void and supersede any written or oral agreement, letter or document exchanged by the Parties prior to the Agreement having the same purpose.

28.2. Provisions of this Agreement shall prevail over any other communications between the Parties and/or any documentation relating to the object of the Agreement, including either of the Parties' general conditions of sale and/or general conditions of purchase.

28.3. Should any of the provisions of the Agreement be nullified as a result of prevailing law or of a final legal ruling, such provision(s) shall be deemed unwritten, without, however, nullifying this Agreement or impacting the validity of its other provisions.

28.4. No communication by the PROVIDER with any Third Parties that relates to the business relationship it has with the CLIENT, any usage of the SANOFI logo, citation of SANOFI's and/or Affiliates' name or that of any of its partners, shall be authorised without the CLIENT's prior written approval.

28.5. The PROVIDER agrees to inform the CLIENT as soon as the portion of its turnover with the CLIENT and its Affiliates exceeds a threshold of twenty-five per cent (25%) of its annual turnover.

28.6. Non-exercise of any rights or delay in exercising any right set out in this Agreement, by either of the Parties, shall not be deemed to be a definitive waiver of their right to exercise the aforementioned right.

28.7. All notices shall be sent to the address set out in the first page of this Agreement (each Party shall inform the other Party of any amendments to its address for service of notices) and by way of registered mail with return receipt.

ARTICLE 29. GOVERNING LAW AND SETTLEMENT OF DISPUTES

29.1. The Agreement shall be governed by, subject to, construed and enforced in accordance with the laws of Kenya without giving effect to principles of conflicts of laws thereunder.

29.2. The Parties shall endeavour to settle any dispute arising between them in connection with this Agreement through amicable negotiations.

29.3. Save as herein otherwise specifically provided, any dispute between the Parties hereto as to matters arising pursuant to this Agreement which cannot be settled amicably within thirty (30) days after receipt by one Party of another Party's request for such amicable settlement may be submitted by any Party to arbitration in accordance with the provisions set out hereunder.

29.4. The dispute shall be referred to a single arbitrator appointed by the Parties and if they are unable to agree upon the person, the sole arbitrator shall, at the request of either Party, be appointed by the Chairman of the Kenya Branch of the Chartered Institute of Arbitrators.

29.5. Except as stated herein, arbitration proceedings shall be conducted in Nairobi in accordance with the rules or procedures for arbitration of the Kenya Branch of the Chartered Institute of Arbitrators and subject to and in accordance with the provisions of the Arbitration Act (No. 4, 1995, Laws of Kenya) or its successor legislation.

29.6. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in same manner as the original arbitrator.

29.7. The sole arbitrator appointed pursuant this Article shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

29.8. The decision of the single arbitrator shall be final and binding on the Parties. The fees and expenses shall be borne by the parties in equal shares.

29.9. Notwithstanding the above provisions of this Article, a Party hereto is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrator.

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Made in Nairobi, on 10th June, 2019.

For the CLIENT

Name: PETER MUNYASI

Title: General Manager

A handwritten signature in blue ink, appearing to read "Munyasi".

Jun 4, 2019

For the PROVIDER

Name: FRED KAIRU

Title: Chief Technology Officer

A handwritten signature in black ink, appearing to read "Fred Kairu".

APPENDIX 1 DESCRIPTION OF THE SERVICES

□ INFORMATION REGARDING THE SERVICES

<i>CLIENT Preferred Contact</i>	Samuel KWAMANGA, ITS BP East Africa Hub P.O Box 20337-00200
<i>Name of PROVIDER</i>	TECHSAVANNAH COMPANY LIMITED
<i>PROVIDER Preferred Contact</i>	FRED KAIRU, CHIEF TECHNOLOGY OFFICER Contact details: P.O Box 10306 – 00100, Nairobi, Kenya.

□ DESCRIPTION OF THE SERVICES

Development of a Software Application by the PROVIDER	<p>The Services consist in the development of a software application (as described below) by the Provider (the “Software Application”).</p> <p>1. Purposes of the Software Application:</p> <ul style="list-style-type: none"> – Install, configure, customize and train high level users on a Sales Management Solution (HEREBY CALLED FANAKA PROJECT -Customized to fulfil business requirements) <p>The scope of which includes</p> <ol style="list-style-type: none"> 1. Customizing master list of the system to accept uploading of: <ol style="list-style-type: none"> i) SalesIn excel, csv files ii) Primary Sales Out (PSO) excel, csv file iii) Secondary Sales Out (SSO) excel, csv file 2. System to allow defining of different business units and the products conforming to them (CHC, RX)
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	<p>3.System to allow upload of master list of products conforming to the format specified by SANOFI, but to at least have product name, family and GMID for uniquely identifying products</p> <p>4.System to allow different pricing of a product i.e. Unified Price, Supply Price, Resale Price and Tender Price, varying based on each sales file</p> <p>5.During upload of PSO or SSO, system to prompt product names which differ with base products in the database and allow correction of such</p> <p>6.System to allow customer and vendor management (add, edit, delete)</p> <p>7.System to allow configuring of a new country, region, sales cluster, with corresponding distributor data for that country.</p> <p>8.System to be flexible and scalable, i.e. able to add new distributors and products without intervention of the developer</p> <p>9.Ouput of the system to be in graphical reports specified by SANOFI with drill down options. The different reports to be:</p> <ul style="list-style-type: none"> - Budget - Forecast - Actual <p>These are to be flexible enough to be able to filter different datasets, for example by Cluster, Country, Product, Period, Business unit, Customer and GMID.</p> <p>10.System to allow at least 39 countries' sales data</p> <p>11.System to be based on MSSQL, installed on Sanofi Apache web server.</p> <p>12.System to have logs to track who makes what changes in the system (audit trail)</p> <p>13.System to have different levels of access permissions, with an Admin profile having all the permissions.</p> <p>14.Other salient features:</p> <ul style="list-style-type: none"> -File Management -Business Intelligence tools -Reporting -Develop, Customize, Deploy the applications on a private cloud and Secure data and provide maintenance service of these applications as per service level agreement whose summary is as below -Train backend user on their roles and rights
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	<p>2. Performance of the Services:</p> <ul style="list-style-type: none"> – <u>Phase 1 – Requirement analysis phase</u>: one (1) week following the signature date of the Agreement, the Parties will meet so that the Provider can advise on and analyse the CLIENT's needs in order to develop a software application which is tailored to the CLIENT's needs. – <u>Phase 2 – Build phase</u>: during the one (1) month following end of Phase 1, the Provider will develop the Software Application in compliance with the specifications given by the CLIENT. The Provider will submit successive versions of the Software Application to the CLIENT, in accordance with Article 16 (<i>Acceptance</i>) of the Agreement and the Parties will issue successive Test Reports (as defined in Article 16 of the Agreement). – <u>Phase 3 – Definitive Acceptance</u>: during one (1) month following end of phase 2, the CLIENT will test the final version of the Software Application and the Provider will make the necessary amendments to the Software Application according to the CLIENT's remarks, instructions and specifications. At the end of the Phase 3 and provided the CLIENT has no more reservations on the final version of the Software Application; the CLIENT will declare Definitive Acceptance of the Software Application in accordance with Article "Acceptance" of the Agreement. <p>3. Results to be delivered:</p> <ul style="list-style-type: none"> – the Software Application, including the Reports generated by the Software Application; and – a user manual detailing how the software application works and all the features of the software application.
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APPENDIX 2 INFORMATION SECURITY MEASURES

The Information Security Measures listed in this Appendix are applicable depending on the nature, context and scope of the provided Services.

By default, the PROVIDER shall ensure compliance with all the Information Security Measures listed in this Appendix.

In the event where the PROVIDER judges that an Information Security Measure is not applicable to the nature, context and scope of the provided Services, the PROVIDER shall have to justify such non-applicability with written evidence.

Definitions

When the first letter is capitalised, the terms set out in this Appendix shall have the meaning set in Article 1 of the Agreement.

Besides, the terms below shall have the following meaning within this Appendix:

Change: means any addition, change or modification of all or part of the Services made necessary due to new requirements of the CLIENT or to external constraints.

Security Incident: means, as further defined in this Appendix, any virus and, without limitation, an actual, suspected, attempted or threatened unauthorized: (i) exposure, access, use, deletion, revision, encryption, reproduction, destruction, loss, theft, alteration, disclosure, copying, modification or transmission regarding any component of CLIENT Data including users confidential information, which is or should be under control of the PROVIDER or for which the PROVIDER is responsible, or, as the case may be, (ii) access (physical or otherwise), theft or damage regarding any the CLIENT's Equipment controlled by or for the PROVIDER or on which CLIENT Data is processed or stored.

1. Information Security Responsibilities and Obligations

1.1. Information security individual

The PROVIDER shall designate an information security responsible individual. The information security responsible individual is considered as the single point of contact for information security topics and shall be in charge of all the security measures listed in this Appendix.

The information security responsible individual in coordination with the PROVIDER shall designate a backup assistant in case of absence.

1.2. Risk assessment program

The PROVIDER shall provide and implement a regular assessment of the internal and external risks to the security, confidentiality, integrity and availability of CLIENT Data, including without limitation identification and evaluation of vulnerabilities to the PROVIDER's Equipment.

1.3. Acceptable use policy

The PROVIDER shall institute an acceptable use policy that its Staff shall be aware of before gaining any access to the PROVIDER's Equipment.

1.4. Security investigations



The PROVIDER shall fully cooperate with the CLIENT in case of any security investigation regarding potential breaches of its information security obligations.

1.5. Security issues notification

The PROVIDER shall, within twenty-four (24) hours, report to the CLIENT any potential security issue regarding the PROVIDER's and/or the CLIENT's Equipment or any other event requiring notification under applicable law. The PROVIDER shall not exploit or disclose such security issues.

1.6. Security Incident management

The PROVIDER shall manage and proceed to the mitigation of security incidents regarding the PROVIDER's Equipment and/or Services provided to the CLIENT by following an incident management process and adequate response plan.

1.7. Change management

The PROVIDER agrees to provide a thirty (30) calendar days' notice to the CLIENT before any Changes that impact directly or indirectly the Services. Regular operations such as maintenance or incident response are not considered as Changes and should follow their dedicated processes.

In case of failures or issues resulting from a Change, the PROVIDER shall be able follow a rollback plan so that the Services which are used by or for the CLIENT or CLIENT Data get back to theirs state before the Change.

2. Infrastructure Security

2.1. Network protocols protection

The PROVIDER shall ensure that all network protocols are secure, current and implemented with no known vulnerabilities.

2.2. Malware protection

The PROVIDER shall ensure that network key components and the Equipment are protected against all types of malware with adequate and updated anti-malware.

2.3. Equipment management program

The PROVIDER shall apply best practices in terms of Equipment management regarding its own and the CLIENT managed Equipment.

2.4. Maintenance contracts

The PROVIDER shall maintain maintenance contracts with all Equipment's providers in terms of information security.

2.5. Teleworking security

The PROVIDER shall have a teleworking policy that effectively protects CLIENT Data and Equipment.

3. Access Control

3.1. Passwords protection

The PROVIDER shall have its password policy aligned with the CLIENT password policy.

The PROVIDER shall ensure that passwords are encrypted while transmitted and will be changed at the first connection.

The PROVIDER shall ensure that its Staff do not store or write passwords in clear text.

3.2. PROVIDER Third Parties access authorization

The PROVIDER shall not permit any Third Party to access CLIENT Data, or environment within the PROVIDER or the CLIENT infrastructures unless written prior authorization by the CLIENT.

4. Application security

4.1. Information security integration into application development

In case where PROVIDER is deemed to be an application's developer/provider/integrator, PROVIDER shall ensure (but not limited to) the following:

- The PROVIDER shall integrate through all application development life cycle phases information security needs of the application with regards to confidentiality, integrity, availability and traceability aspects.
- The PROVIDER shall rely on Open Web Application Security Project (OWASP)'s best practices in terms of secured application development.
- The PROVIDER shall segregate the application development environment(s) from the application production environment(s).
- The PROVIDER shall ensure access to the development and production environment follows best practices and enforces segregation of duties.
- The PROVIDER shall ensure that application source code has been reviewed and assessed regarding published well known information security source code vulnerabilities.
- The PROVIDER shall strictly control access to application source code.
- The PROVIDER shall perform a vulnerability test on its provided application prior to move to production.
- The PROVIDER shall perform vulnerability tests at least once a year.
- The PROVIDER shall ensure that the test and development environments offer the same level of protection as the production environment.

4.2. Application maintenance & support



The PROVIDER agrees at all times to provide, maintain and support its application and subsequent updates, upgrades, and bug fixes such that the application is, and remains secure from known vulnerabilities.

PROVIDER agrees to provide at least a thirty (30) day prior notice to the CLIENT before updating any of its application which is used by or for the CLIENT or CLIENT Data.

4.3. Application hardening

The PROVIDER shall ensure that its provided application is hardened. This may include (but not limited to) the following:

- Unused or outdated application's services or functions shall be deactivated.
- Default administration passwords shall be changed.
- Whenever possible, application shall not integrate uncontrolled source code, adds-on or plugins.
- Configuration changes shall be strictly controlled.

4.4. Development data

In case where the PROVIDER (or its authorized subcontractors) is deemed to be an application developer/provider/integrator:

- Developer shall never use or access CLIENT Data without the explicit request of the CLIENT or its approval or unless there is a legitimate identified business need validated by the CLIENT; and
- De-identified or representative data shall be used in the development and test environment.

5. **CLIENT Data protection**

5.1. The CLIENT Data backup security

The PROVIDER shall backup the CLIENT Data following industry best practices for backup.

The PROVIDER shall perform at least two backup copies onto different physical distant locations.

All backups shall be encrypted.

5.2. Third Parties restriction

No CLIENT Data shall be sold, assigned, leased to a Third Party or otherwise disposed of by the PROVIDER or commercially exploited by or on behalf of the PROVIDER.



6. Staff security

6.1. IT segregation of duties

The PROVIDER shall implement an information technology segregation of duties. The PROVIDER shall segregate its employees and subcontractors tasks based on a need to do basis as required by their job responsibilities.

6.2. Information security training and awareness program

During the term of the Agreement, the PROVIDER will implement and maintain up to date a training and awareness program for its employees and subcontractors regarding its information security obligations. In case where the PROVIDER collects, provides, stores, transmits or process in any manner the CLIENT Data, this program shall include a section dedicated to the CLIENT Data protection (including Personal Data). The PROVIDER shall ensure that all its employees and subcontractors involved in the project/service will regularly attend such program.

6.3. PROVIDER employee departure

Upon termination of a PROVIDER's employee agreement for whatever reason, the PROVIDER's shall ensure that employee's departure is correctly managed in terms of information security.

This may include (but not limited to) the following:

- All employee logical and physical credentials have been correctly deactivated.
- All the CLIENT's Equipment and the CLIENT Data have been returned.
- If the CLIENT Data deemed sensitive have been locally stored for whatever reason on employee's workstation or mobile device, hard drives and/or storage memories shall be securely wiped.

7. Termination of the Agreement

7.1. Data return, destruction or sanitization

Unless otherwise required by law or regulation, upon termination of the Agreement for whatever reason, the PROVIDER shall cease processing any the CLIENT Data on behalf of CLIENT and, at the CLIENT's option, shall either return to the CLIENT all of the CLIENT Data and any copies thereof which it is processing, has processed or have had processed on behalf of the CLIENT in a format agreed with the CLIENT, or destroy the CLIENT Data if requested by CLIENT or sanitize data from the PROVIDER's environment and provide evidence of such sanitization or destruction of the CLIENT Data within fifteen (15) days of termination of agreement.

7.2. Equipment return

Upon termination of the Agreement for whatever reason, all the CLIENT Equipment shall be returned within thirty (30) days of termination of agreement.

Handwritten signature and initials in blue ink, located in the bottom right corner of the page.

8. Information security audits and controls

8.1. Right to audit

The CLIENT or an appointed audit firm by the CLIENT has the right to audit the PROVIDER and carry out any controls it considers useful to ensure the compliance with its information security obligations.

In addition, the CLIENT shall be authorized to audit the PROVIDER's subcontractors and their systems; this does not release the PROVIDER from taking all reasonable steps to verify that its subcontractors comply with the provisions of this Appendix.

Such controls shall be carried out as per the provisions of the Agreement.

8.2. Annual audit

In addition, each calendar year, the PROVIDER shall engage at its own cost and expense a nationally-recognized audit firm acceptable by the CLIENT to conduct an audit which shall cover, at a minimum, the PROVIDER' security policies and procedures and controls, including cloud security. Upon the CLIENT's request, the PROVIDER shall provide the CLIENT with a copy of such report.

8.3. Remediation plan

If an audit reveals any breaches or deficiencies pursuant to this Agreement or if the CLIENT raises recommendations or reservations following an audit, the PROVIDER shall promptly and at its sole cost and expense (i) execute a remediation plan to correct those breaches and/or deficiencies and (ii) implement the recommendations and reservations issued by the PROVIDER.

8.4. Third Parties control

The PROVIDER shall ensure adequate control over the delegated information security tasks to its authorized Third Parties and/or sub-contractors on an ongoing basis. The PROVIDER is solely accountable for its information security obligations even if some of them are fully or partially delegated to a Third Party.



APPENDIX 3 FINANCIAL TERMS

□ PRICE	
□ Services	□ Price (excl. tax)
Development of a software application	Kenyan Shilling one million five hundred and eighty five thousand (Ksh. 1,585,000.00)
□ TOTAL	□ Kenyan Shilling one five hundred and eighty-five thousand (Ksh. 1,585,000.00)

□ INVOICING SCHEDULE	
□ Amount	□ Services performed
10% of the total price	to be paid upon signature of the Agreement
40% of the total price	to be paid within thirty (30) days at the end of Phase 2 (Build phase)
40% of the total price	to be paid within thirty (30) days following use of the Software Application for one (1) month, i.e. at the end of Phase 3 (Definitive Acceptance)
10% of the total price	to be paid after three (3) months of Phase 3 payment

Penalties:

The PROVIDER hereby expressly agrees to comply with the contractual time frames set out in Appendix "Description of the Services" of the Agreement. Any failure to meet contractual deadlines may result in late penalties being equal to three percent (3 %) of the total amount of the Services per fortnight of delay. If the delay exceeds sixty (60) days, the CLIENT will be entitled to automatically terminate this Agreement (with prior notice of at least 14 days).



No penalty shall be due by the PROVIDER if the delay is the result of Force Majeure (as defined in the Agreement), or the CLIENT's exclusive fault or delay in supplying the PROVIDER with the information and data necessary for the performance of the Services. Penalties incurred shall be automatically deducted from any invoiced amounts payable under the Agreement by the CLIENT.

The CLIENT hereby agrees to comply to the stipulated scope of work as set out in Appendix "Description of the Services" of the Agreement. Any new requirement or change will be agreed on by both provider and client and will be billed separate from the amount set out in Appendix 3 (FINANCIAL TERMS).

The PROVIDER shall invoice the CLIENT as per the INVOICING SCHEDULE set out in Appendix 3 (FINANCIAL TERMS). The CLIENT will incur a late payment penalty charge being equal to five percent (5 %) of the invoiced amount for every late payment made past the invoice due date.


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