# IT Services Agreement – CAMS Service

# **Contract Summary**

This contract summary highlights some important parts of the IT Services Agreement (the Agreement) applicable to Services provided by the Service Provider to the Supplier related to Credit Association Management System Service (the CAMS Service). The Agreement between the Service Provider and the Supplier governs the complete terms and conditions. Any defined terms used in this contract summary shall refer to the definitions in the Agreement.

### I. Credit Association Management System

Credit Association Management System (the CAMS) is a mobile payment and monitoring service that facilitates mobile money transactions, such as deposits, loans etc. CAMS offers a solution based on which enterprises may promote financial inclusion of physical persons as End Users. CAMS is made available through the usage of unstructured supplementary service data (USSD), a mobile application or web application (the CAMS Applications).

### **II. Service Provider Services**

The Service Provider shall have a non-exclusive right and obligation within the agreed Territory to offer the following Service Provider Services to the Customers, as specified on the Service Provider Portal, in accordance with the Service Provider Terms & Conditions, the Service Provider Guidelines and the Service Provider Program Requirements (together the Service Provider Services):

- i) <u>Selling Services</u>: Market and sell CAMS Services to Informal Financial Groups as Customers in the Supplier's name, at the Supplier's risk, and for the Supplier's account;
- ii) Onboarding Services: Onboard Customers to the CAMS Service, including training the Customer's personnel;

#### III. Fee

The Service Provider is eligible to a Fee under the Service Level Agreement, conditional upon:

- The Supplier receives the applicable transaction fee from the End User's transactions, collected by Customer, which forms the basis of the Fee Calculation to be paid by Supplier to Service Provider. The Service Provider must object to the Fee Calculation within 10 days; and
- ii) The Customer relationship and onboarding of the applicable Customer to CAMS is a direct result of the Service Provider's Services and other efforts.

## IV. IPR

All Intellectual Property Rights, including data flow, associated with CAMS Service (including any improvements or new features developed and offered through the CAMS Service) shall be and remain the property of Wakandi Group AS and its affiliates. Any use of the Supplier's trademarks in relation to the Service Provider Services shall be in accordance with the Supplier's Trademark Usage Guidelines.

#### V. Term and Termination

The initial term of the Agreement is three (3) years from the date of the Agreement. The Agreement shall be automatically renewed for successive one (1) year terms unless either party gives written notice to the other party of its intent to terminate the Agreement with at least ninety (90) days prior to the expiration of the initial or a renewed term.