



This Agreement is made on the date of order set out in the Purchase Order

Between:

- i) **Absa Bank Tanzania Limited, Registration Number: 38557,** Regulated by the Bank of Tanzania, registered in the United Republic of Tanzania. Registered office: Absa House, Ohio Street, P.O. Box 5137, Dar es Salaam, Tanzania ("Absa"); and
- ii) **Supplier** as set out in the Purchase Order (**Supplier**).

It is agreed

1 Definitions and interpretation

- 1.1 In this Agreement, unless otherwise stated or unless the context otherwise requires, each capitalised term will have the meaning set out below:

Affiliate means, in relation to a party to this Agreement, any person or entity controlling, controlled by or under common control with such party, for the time being.

Agreement means the recitals, clauses 1 - 20 set out in this document, the Purchase Order and all other documents attached hereto or otherwise, all as amended from time to time.

Absa Group means Absa and each affiliate of Absa.

Absa Screening Standards means the Absa Screening Standards notified in writing to the Supplier by Absa from time to time.

Absa Premises means premises owned, leased, licensed or otherwise controlled by any member of the Absa Group from time to time.

Business Continuity Plan means the plan (if any) set out in Attachment 1 or otherwise notified by Absa to the Supplier from time to time.

Business days means any day, other than a Saturday, Sunday or an official public holiday in Tanzania.

Charges means the charges payable by Absa to the Supplier under this Agreement and set out in the Purchase Order.

Confidential Information means in relation to either party to this Agreement (first party) any and all information in whatever form (including Personal Data), whether in oral, tangible or in documented form, that: (i) is by its nature confidential; (ii) the other party knows or ought to know is confidential; or (iii) is designated by the first party as confidential and is disclosed to or otherwise learnt, acquired or developed by the other party in connection with this Agreement (or its subject matter).

Contract Year means the period of 12 (twelve) calendar months commencing on the Effective Date and each anniversary thereof.

Control means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity whether by contract, ownership of shares, membership of the board of directors, agreement or otherwise. The terms controlling and controlled will have a corresponding meaning.

Goods means the items identified as such in the Purchase Order together with any other materials or items provided by or on behalf of the Supplier to Absa.

Data Protection Legislation means The Personal Data Protection Act, 2022 and its Regulations,.

Disclosing Party means, in relation to any Confidential Information, the party to whom such Confidential Information belongs.

Effective Date means the date of order as set out in the Purchase Order.

Indemnified Parties means Absa and each other member of the Absa Group and Indemnified Party will be construed accordingly

Insolvency Event means one or more of the following events: (i) an administrator, administrative receiver, receiver, trustee or manager, liquidator or similar officer is appointed in respect of the whole or any part of the Supplier's assets and/or a winding up petition is issued against the Supplier; (ii) the Supplier proposes to enter or enters into

any composition or arrangement with its creditors generally or any class of creditors; or (iii) the occurrence of any event analogous to those in paragraph (i) or (ii).

Intellectual Property Rights means patents, trademarks, service marks, logos, trade names and business names, copyright (including future copyright), database rights, rights in and to Confidential Information (including know how, business methods, data and trade secrets) and all other intellectual property rights, in each case subsisting or pending at any time in any part of the world.

Material means any document, information, software, data, output or other material (in whatever form).

Personal Data shall have the meaning ascribed thereto under Personal Data Protection Act, 2022 .

Processing shall have the meaning ascribed thereto under Personal Data Protection Act, 2022

Receiving Party means that party to whom the Confidential Information of the other party may be learnt, developed or otherwise acquired pursuant to or in connection with this Agreement.

Relevant Law means any statute, enactment, ordinance, order, regulation, guidance or other similar instrument in any jurisdiction, including any jurisdiction from which the Services are provided or in which any Services are received (or both), which relate to the performance of this Agreement.

Security Requirements means the security requirements (if any) relating to IT security, logical access management and/or physical security as set out in Attachment 2 or otherwise notified by Absa to the Supplier from time to time.

Services means all the obligations of the Supplier under this Agreement, including the provision of any Goods and performance of the services described in the Purchase Order.

Purchase Order means the front sheet appended and referring to these terms and conditions.

Specification means the relevant specification for the Goods set out in the Purchase Order or otherwise agreed in writing.

Supplier Group means the Supplier and each Affiliate of the Supplier for the time being.

Supplier Employees means all employees, officers, contractors, consultants, agency employees and other individuals employed or engaged by or on behalf of the Supplier or any of its subcontractors.

Sustainability Requirements means the sustainability requirements (if any) set out in Attachment 3 or otherwise notified by Absa to the Supplier from time to time.

Term means the term set out in the Purchase Order (if any).

Value Added Tax means Value Added Tax imposed in terms of the Value Added Tax Act CAP 148 R.E 2020, including any similar tax which may be imposed in place thereof from time to time.

- 1.2 In this Agreement (unless otherwise stated or unless the context otherwise requires) the words other, includes, including, for example and in particular do not limit the generality of any preceding words and any words which follow them will not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

2 Commencement and Term

This Agreement will commence on the Effective Date and if applicable, will apply to the supply of the relevant Goods and Services and will (if applicable) continue for the Term, unless terminated in accordance with the terms of this Agreement or otherwise.

3 Application of Terms

Without prejudice to the generality of clause 20 (General), these terms and conditions will apply to the Agreement to the exclusion of

any other terms and conditions contained or referred to in any acknowledgment or acceptance of order, specification, letter, invoice or other communication sent by the Supplier to the Absa.

4 Supply of Goods and Services

The Supplier will perform the Services and provide the Goods on the terms and conditions set out in this Agreement (including complying with any relevant timetable or milestones) and perform the Services in accordance with good industry practice and in compliance with all Relevant Laws.

5 Quality and description

5.1 Without prejudice to any other rights and remedies Absa may have the Supplier warrants and represents to Absa that the Goods will:

- a) conform as to quantity, quality and description with the particulars stated in the Purchase Order or the Specification (or both of them);
- b) [without prejudice to clause 5.1 (a) above] be free from defect, be of merchantable quality and be fit for the purpose held out by the Supplier or made known to it either expressly or by implication by Absa;
- c) be equal to and comply with in all respects:
 - i) any samples or patterns provided by either party and accepted by the other;
 - ii) the Specification; and
- d) comply with all Relevant Laws relating to the manufacture and sale of the Goods at the time when the same are supplied.

6 Inspection, testing and samples

- 6.1 If so required by Absa, the Supplier will submit samples of the Goods for Absa's approval before the Goods are delivered.
- 6.2 Absa will be entitled at any time during the manufacture, processing and storage prior to delivery (or any of them) of the Goods to inspect and test the Goods. The Supplier will at its own cost provide or will procure the provision of such facilities as may be reasonably required by Absa for such purpose.
- 6.3 If as a result of any inspection or test carried out pursuant to clause 6.2 Absa is of the reasonable opinion that the Goods do not comply with this Agreement or are unlikely on completion of manufacture or processing to so comply, Absa may inform the Supplier accordingly and the Supplier will take such steps as may be necessary to ensure such compliance.
- 6.4 Notwithstanding any testing or inspection carried out pursuant to this clause 6, the Supplier will remain fully responsible for the Goods and any such inspection or testing will not diminish or otherwise affect the Supplier's obligations under this Agreement.

7 Delivery

- 7.1 The Goods will be delivered to the Absa Premises set out on the Purchase Order (or to such other destination as may be specified by Absa) on the date or within the period stated on the Purchase Order and in either case during the normal business hours of Absa.
- 7.2 The Supplier will provide to Absa in good time any instructions or other information required to enable Absa to accept delivery of the Goods.
- 7.3 The Goods will be properly packed and secured in such a manner as to reach their destination in a good condition having regard to the nature of the Goods and the other circumstances of the case. The Supplier will off-load the Goods at its own risk as directed by Absa.
- 7.4 Absa will have no obligation to pay for or return packing

cases, skids, drums or other articles used for packing the Goods whether or not re-usable.

- 7.5 The time of delivery of the Goods will be of the essence of the Agreement.
- 7.6 All Goods should be accompanied by a detailed advice note stating the reference number of this Agreement (where applicable) and giving full particulars of the Goods supplied.
- 7.7 If the Goods are to be delivered by instalments the Agreement will be treated as a single Agreement and not severable.
- 7.8 If the Goods are delivered to Absa in excess of the quantities set out in the Purchase Order, Absa will not be bound to pay for the excess and any excess will be and remain at the Supplier's risk and will be returnable at the Supplier's expense.
- 7.9 Upon delivery of the Goods to Absa, Absa will (within 15 (fifteen) Business Days after the delivery of the relevant Goods) either reject or accept the Goods, such acceptance not to be unreasonably withheld or delayed. Absa will not be deemed to have accepted the Goods until it has had 15 (fifteen) Business Days after delivery of the relevant Goods to inspect the relevant Goods. Absa will also have the right to reject goods as though they had not been accepted for 15 (fifteen) Business Days after any latent defect in the Goods has become apparent.
- 7.10 Without prejudice to any other right or remedy Absa may have, if any Goods are not supplied in accordance with, or if the Supplier fails to comply with, any of the terms of this Agreement, Absa will be entitled to avail itself of any one or more of the following remedies at its discretion:
 - a) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned will be paid forthwith to Absa by the Supplier;
 - b) to give the Supplier the opportunity (at the Supplier's expense) either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled;
 - c) to claim such damages as may have been as a result of or in connection with the Supplier's breach or breaches of the Agreement; or
 - d) to terminate this Agreement in whole or in part immediately upon giving written notice to the Supplier.

8 Title and Risk

- 8.1 Without prejudice to clause 13 (Intellectual Property Rights) title and risk in the Goods will pass to Absa upon the delivery of such Goods to Absa, free from any third party rights or interests (including liens, charges and options), unless payment for the Goods is made prior to delivery in accordance with this Agreement, in which case title to the Goods will pass to Absa once payment has been made for the Goods by Absa.
- 8.2 The Supplier will, at its sole expense until delivery of the Goods in accordance with this Agreement, insure the Goods against all risks to their full replacement value.

9 Absa Standards

The Supplier will comply with: (i) the Business Continuity Plan; (ii) the Security Requirements; and (iii) the Sustainability Requirements.

10 Charges, invoicing and payment

- 10.1 Absa will pay to the Supplier the Charges within 30 (thirty) days after the date on which Absa receives a correct and error - free invoice.
- 10.2 All Charges and other sums payable under this Agreement are exclusive of Value Added Tax and equivalent taxes in other countries which will be payable at the applicable rate.

10.3 The Supplier will, where requested by Absa, comply with Absa invoicing requirements (electronic or otherwise) including entering into agreements and complying with the invoicing processes, or any third party nominated by Absa for the purposes of receiving or processing invoices.

11 Supplier Personnel

11.1 The Supplier will be and will remain fully responsible for the acts, omissions and management of all Supplier Personnel.

11.2 The Supplier will ensure that all members of the Supplier Group will screen and vet all Supplier Personnel in accordance with the Absa Screening Standards. The Supplier will not assign any Supplier Personnel to any obligations, work or services relating to this Agreement without Absa's prior written consent if the Supplier has not complied with the Absa Screening Standards or if information which arises out of the Absa Screening Standards or which is otherwise known by the Supplier in relation to an individual is such that a service provider exercising good industry practice would not assign such individual to perform the service or any other obligation of the relevant member of the Supplier Group.

11.3 Absa reserves the right to refuse to admit to, or remove from, any Absa Premises any Supplier Personnel: (i) whose admission or presence would, in Absa's opinion be undesirable or who represents a threat to confidentiality or security; or (ii) whose presence would be in breach of any rules and regulations governing Absa's own employees, provided that Absa notifies the Supplier of any such refusal. The exclusion of any such individual from such Absa Premises will not relieve the Supplier from the performance of its obligations under this Agreement.

12 Warranties

12.1 The Supplier warrants and represents as at the Effective Date and on an ongoing basis that:

- a) it has full authority to grant the licences granted by the Supplier under this Agreement;
- b) it will perform its obligations under this Agreement with all due skill, care and diligence and in accordance with good industry practice;
- c) the performance of its obligations under this Agreement and Absa's receipt and use of the Services, any Intellectual Property Rights provided or made available, any Confidential Information disclosed to it by the Supplier, any of the Goods and the exercise of any rights granted under any licences granted by the Supplier to Absa will not infringe any Intellectual Property Rights (or moral rights) of any third party.

12.2 Without prejudice to any other rights and remedies of Absa, the Supplier will forthwith upon request by Absa replace or (at Absa's option) repair all Goods which are or become defective during the period of 12 (twelve) months from the date of delivery, where such defect occurs under proper usage and is due to faulty design, or inadequate or faulty materials or workmanship, the Supplier's erroneous instructions as to use or any breach by the Seller of any provision of this Agreement. Repairs and replacements will themselves be subject to the foregoing obligations for a period of 12 (twelve) months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement.

13 Intellectual Property Rights

13.1 All Intellectual Property Rights belonging to a party prior to the execution of this Agreement will remain vested in that party.

13.2 None of the Intellectual Property Rights in Absa's trademarks and brands will be used by the Supplier for any purpose without Absa's prior written consent

13.3 The Supplier hereby grants to Absa, each other member of the

Absa Group, their agents and contractors, a worldwide, royalty- free, non-exclusive, perpetual, non-transferable licence (including the right to grant sub-licences) to use:

- i) any and all Intellectual Property Rights in the Goods; and
- ii) any other Intellectual Property Rights to the extent necessary to:
 - a) receive or use the Services;
 - b) to enable the full benefit of ownership of the Goods; and
 - c) perform its obligations or exercise rights under this Agreement.

13.4 The Supplier will at all times whether during or after termination or expiry of this Agreement indemnify and keep indemnified the Indemnified Parties against all losses suffered by, incurred by or awarded against any Indemnified Party or which are agreed by Absa (or the relevant Indemnified Party) to be paid by way of settlement or compromise, arising out of or in relation to:

- a) any infringement or alleged infringement of any Intellectual Property Rights of any third party which is suffered by, incurred by or awarded against any Indemnified Party as a result of Absa's (or the relevant Indemnified Party's) receipt of the Services or its use or possession of any Goods or Intellectual Property Rights provided or otherwise made available to any Indemnified Party; or
- b) any negligent or wilful (or negligent and wilful) act or omission of the Supplier, its employees, agents or contractors in supplying, delivering or installing (or any one or more of them) the Goods.

Whether or not, such losses were foreseeable at the Effective Date.

14 Confidentiality

The Receiving Party will treat and keep all Confidential Information of the Disclosing Party as secret and confidential in perpetuity and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement. The foregoing will not apply to the extent that: (a) the Receiving Party needs to have or disclose (or have and disclose) Confidential Information of the Disclosing Party to any Affiliate, subcontractor, agent or employee of the Receiving Party in order to fulfil its obligations, exercise its rights under this Agreement or to receive the benefit of the Services; or (b) any Supplier Confidential Information is embodied in or otherwise incorporated into any Goods.

15 Data Protection

15.1 Notwithstanding the remaining provisions hereof, each of Absa and Supplier hereby warrants and represents to the other that in the event that they Process any Personal Data, they will comply with Personal Data Protection Act, 2022 and its Regulations and such compliance will include, but not be limited to, maintaining a valid and up to date registration or notification (where applicable) under the Personal Data Protection Act, 2022.

15.2 Each of Absa and the Supplier hereby warrants and represents to the other that they have collected all necessary consents and done all such things as may be required under the Data Protection Legislation and any other applicable law relating to the protection of privacy, for the transfer of the Personal Data to the other party for the purposes of the other party Processing it as contemplated by this Agreement.

15.3 The Supplier will not process, transfer or permit access to any Personal Data outside the jurisdiction within or from which the Supplier's obligations are being performed or the Personal Data is being processed save to the extent notified to Absa in writing in advance and in compliance with all Data Protection

Legislation and any other applicable law relating to the protection of privacy or the access to information.

- 15.4 The Supplier will notify Absa promptly and in any event within twenty-four hours of becoming aware of any actual, suspected or alleged loss, leak or unauthorised Processing of any Personal Data.
- 15.5 The Supplier will notify Absa promptly upon receiving a request for information made in terms of the Personal Data Protection Act, 2022, claim, complaint or allegation relating to Absa's compliance with the Data Protection Legislation in relation to the Personal Data (the Enquiry) and the Supplier will provide Absa with all such assistance in dealing with and responding to such Enquiry as Absa will reasonably request, provided always that the Supplier will not take any other action in relation to any such Enquiry without the prior written authorisation of Absa.
- 15.6 The Supplier will implement appropriate technical and organisational measures to protect Personal Data against unlawful processing and against accidental loss, destruction, damage, alteration or disclosure of the Personal Data. Such measures will be appropriate to the harm that might result from unauthorised or unlawful Processing or accidental loss, destruction or damage to Personal Data and to the nature of Personal Data to be protected and will include taking reasonable steps to ensure the reliability of employees having access to the Personal Data.
- 15.7 In the event that a third party processes any Personal Data on behalf of the Supplier, the Supplier will procure compliance by such third party with the Data Protection Legislation.
- 15.8 Any other applicable law relating to the protection of privacy or the access to information and with the terms of this letter and, as between Supplier and Absa, the Supplier will be responsible for the acts or omissions of such third party in relation to such processing as though they were the Supplier's acts or omissions.

16 Liability

- 16.1 Neither party limits or excludes its liability: (i) in respect of any deceit, theft, fraud or fraudulent misrepresentation by it or its employees and in the case of the Supplier, by the Supplier Personnel; (ii) for death or personal injury caused by its negligence; (iii) under clauses 13.4 (Intellectual Property Rights); (iv) breach of clause 14 (Confidentiality); (v) breach of clause 16 (Data Protection); or (vi) to the extent such limitation or exclusion is not permitted by law.
- 16.2 Subject to clauses 17.1 the maximum aggregate liability of the Supplier to Absa (other than liability covered by clause 17.1) will in respect of each default be limited to 150% of the Charges paid or payable under this Agreement.
- 16.3 Subject to clause 17.1, the maximum aggregate liability of Absa and its affiliates (other than liability covered by clause 17.1) will, in each Contract Year, be limited to the total charges paid for Goods and Services under this Agreement during such Contract Year.
- 16.4 Subject to clauses 17.1, neither party will be liable to the other party for any indirect or consequential loss or damage including any indirect loss of business or profits, in each case whether arising from negligence, breach of contract or otherwise.

17 Termination

- 17.1 This Agreement may be terminated for convenience by Absa at any time by giving to the Supplier not less than 14 (fourteen) days prior written notice.
- 17.2 The following events will allow Absa to terminate this Agreement, in whole or in part, with immediate effect on giving written notice to the Supplier: (i) material breach by

the Supplier of this Agreement (being a single event or a series of events which are together a material breach) which is either not capable of being remedied, or, if the breach is capable of being remedied, the Supplier fails to remedy such breach within 30 (thirty) days of receiving written notice requiring it to do so; and (ii) the Supplier is affected by an Insolvency Event; and (iii) the Supplier is in breach of the Anti-bribery and Corruption Schedule.

- 17.3 Any termination or expiry of this Agreement will not affect any accrued rights or liabilities of either party or the coming into force or continuation in force of any other clauses and provisions of this Agreement which are expressly or by implication intended to come into force or continue in force on or after termination.

- 17.4 Within 30 (thirty) days of expiry or termination of this Agreement, the Supplier will return or destroy all Personal Data and any copies thereof, unless legislation or regulation prevents it doing so, in which case the Supplier undertakes that it will no longer process such Personal Data and will comply with the provisions of clause 14 (Confidentiality) in relation to such Personal Data such that the Personal Data remains confidential.

18 Anti-bribery

The Supplier will comply with its obligations as set out in Schedule 1 (Anti-bribery and Corruption).

19 General

- 19.1 **Audit:** The Supplier will grant to Absa the right to: (i) access any premises used by the Supplier to provide the Services or from where the Services are managed or administered; (ii) interview any Supplier Personnel; and (iii) copy any relevant record in order to audit the Supplier's compliance with this Agreement.
- 19.2 **Amendment and Variation:** No variation to this Agreement will be valid unless it is in writing, expressed to amend this Agreement and signed by each of the parties to it.
- 19.3 **Third Party Rights:** Except as set out in clause 20.3, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. Each and every obligation of the Supplier under this Agreement is owed to Absa and each Affiliate of Absa who may enforce the terms of this Agreement under the Contracts (Rights of Third Parties Act 1999) and references to Absa in the context of the Supplier's obligations will be construed accordingly. If a person who is not a party to this Agreement is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the parties may rescind or vary this Agreement (and any documents entered into pursuant to or in connection with it) without the consent of that person.
- 19.4 **Assignment and Subcontracting:** The Supplier will not be entitled to assign, transfer, subcontract or otherwise deal with its rights and obligations arising under or in connection with this Agreement without Absa's prior written consent.
- 19.5 **Notices:** All notices and consents to be given to a party under this Agreement will be in writing in English and will be marked for the attention of the person and delivered by hand, sent by facsimile transmission or prepaid registered post to the address set out in the Purchase Order.
- 19.6 **Cumulative Rights:** Except as expressly stated in this Agreement the rights of each party under this Agreement are cumulative and not exclusive of rights or remedies provided by law save to the extent that such rights are inconsistent with those rights as expressly set out in this Agreement.
- 19.7 **Further Assurance:** Each party will and the Supplier will ensure that the Supplier Personnel and any its subcontractors

will, at the request and cost and expense of the other party, sign all documents and do all other acts, which may be necessary to give full effect to this Agreement.

19.8 Whole Agreement: This Agreement (together with all other documents to be entered into pursuant to it) sets out the entire agreement and understanding between the parties and supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to its subject matter. Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it) made by or on behalf of any other party before the Effective Date. Each party waives all rights and remedies which, but for this clause 20.8 might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

19.9 Governing Law and Jurisdiction: This Agreement and any other non-contractual obligations arising out of or in relation to this Agreement will be governed by and will be interpreted in accordance with the Laws of the United Republic of Tanzania. All disputes arising out of or relating to this Agreement or any non-contractual obligations arising out of or relating to this Agreement will be submitted to the executive jurisdiction of the Courts of United Republic of Tanzania

ANTI BRIBERY AND CORRUPTION

1. DEFINITIONS

1.1 Applicable Anti-Bribery Law: means all applicable laws, statutes, regulations, and other legal instruments that have the force of law relating to anti-bribery and anti-corruption, that apply to the parties, including, but not limited to, the Prevention and Combating of Corruption Act, CAP 329 R.E 2022.

1.2 Associated Party: means: a person (either natural or juristic) which performs services for or on behalf of Absa and is paid by Absa for those services. Associated Parties are typically suppliers of services who represent Absa externally.

Examples of Associated Parties include (but are not limited to) the following:

1.2.1 Supplier that acts for or on behalf of Absa in any form of representative capacity, such as an agent, intermediary, consultant, adviser, influencer, sales and marketing firm or outsourcer;

1.2.2 A supplier that engages directly with any clients or potential clients on behalf of Absa; and

1.2.3 A service provider that is involved in engaging with other third parties on behalf of Absa.

1.3. Bribery and Corruption: means the direct or indirect offer, authorisation, gift or promise to give anything of value to any person (including, but not limited to, a Public Official), with the intent to obtain or retain business or gain an improper advantage. The term should be interpreted broadly and includes, but is not limited to, the following:

1.3.1 Any conduct that constitutes a breach of applicable to Prevention and Combating of Corruption Act, CAP 329 R.E 2022 or any other Anti-Bribery and Anti-Corruption Laws;

1.3.2 Any payment made or the provision of anything else of value to any Public Official to influence or reward their decision, or to gain any other undue advantage; and

1.3.3 Any payment made or the provision of anything else of value to any representative of a private enterprise (whether for profit or otherwise) to improperly, dishonestly and outside the ordinary course of ethical business practice, influence or reward their decision, or to gain any other undue advantage.

1.4 Credible Adverse Media reporting: means media publications (whether in print media, online, radio or television) that suggest unethical and/or misconduct on the part of an entity or entities, and/or natural person(s), published by reputable news providers that may be considered to be impartial, that results in a current or foreseeable reputational risk. The media publications must appear to be based on a reasonable degree of research and/or investigative journalism. The personal views, theories, opinions, and unsubstantiated allegations of any individual made to a news provider or on any form of social media or similar platform shall not constitute Credible Adverse Media reporting.

1.5 Group Company: any subsidiary of the [Introducer / Associated Party / Supplier], whether incorporated in the United Republic of Tanzania or elsewhere;

- 1.5.1 Any partnership, unincorporated Joint Venture or Trust in which the [Introducer / Associated Party] has a, direct or indirect, partnership or beneficial interest of 50% (fifty percent) or more; and
- 1.5.2 any company, partnership, unincorporated Joint Venture or Trust which is controlled by the [Introducer / Associated Party], in each case, to the extent that it is required by International Financial Reporting Standards (“IFRS”) to be consolidated or proportionately consolidated by the [Introducer / Associated Party] for accounting purposes, and “Group Companies” means, as the context requires, all of them.

1.6 Government Entity: means a statutory body that forms part of government, including but not limited to the following:

- 1.6.1 Any national, federal, state, province, local and/or municipal government department, agency, office and/or instrumentality;
- 1.6.2 Any company or organisation where a government has 50 per cent or more ownership interest;
- 1.6.3 Any company or organisation where a government controls a majority of votes attaching to the shares;
- 1.6.4 Companies and organisations that are controlled by a government. For example, the term ‘Government Entity’ will generally include companies and organisations that:
 - 1.6.4.1 Have constituting statutes that establish that they are instrumentalities, agents or mandatories of a government;
 - 1.6.4.2 perform functions or services that are public-in-nature (i.e., for the benefit of the general public or a large sector of the population);
 - 1.6.4.3 are financially dependent on the government (i.e., the government is responsible for losses or funding of operations);
 - 1.6.4.4 do not operate on a normal commercial basis (e.g., because they are given special powers by legislation);
 - 1.6.4.5 Have boards of directors or management committees where the government nominates a majority of directors or officers.

1.7 Public Official: means any person that works directly for government or for any government owned or controlled companies or agencies.

The following persons may, depending on the circumstances, be considered to be Public Officials:

- 1.7.1 Any officer, employee or representative of a government, whether national, federal or local;
- 1.7.2 any individual exercising a legislative, administrative or judicial function, whether appointed or elected;
- 1.7.3 any officer, employee or representative of any Government Entity, including but not limited to central banks, sovereign wealth funds, state-run hospitals and any business venture that is owned or controlled by a Government Entity;
- 1.7.4 any candidate for or holder of public office;
- 1.7.5 political party or official of a political party;
- 1.7.6 any officer, employee or representative of a public international organisation; and
- 1.7.7 an individual who holds or performs the duties of an appointment, office or position created by custom or convention, including some members or royal families and some traditional/tribal leaders.

1.8 Ultimate beneficial owner: means the natural person(s) who ultimately own(s) or control(s) (either directly or indirectly) an interest or shareholding in an incorporated or unincorporated entity that is equal to 10% or more and includes the beneficiary(ies) of a trust where the trust is the ultimate owner of the interest or shareholding

2. Anti-bribery warranties

The [Introducer / Associated Party / Supplier] hereby warrants to Absa that, as at the date of entering into this agreement, to the best of its knowledge and belief after having made due and careful enquiries, neither the [Introducer / Associated Party / Supplier] nor any of its directors, employees, Group Company(ies), or directors or employees of any Group Company(ies), or any other person (natural or juristic) who is authorised to act for or on behalf of the [Introducer / Associated Party / Supplier]:

- 2.1 has breached Prevention and Combating of Corruption Act, CAP 329 R.E 2022 or any applicable Anti-Bribery and Anti-Corruption Law; and/or
- 2.2 has engaged in any Bribery or Corruption, which relates in any way to the activities of Absa and engagement contemplated in terms of this contract.

3. Anti-bribery undertakings

In respect of entering into and performing the activities and functions contemplated in this contract, the [Introducer / Associated Party / Supplier] hereby undertakes to Absa that it:

- 3.1 will not (and it will take reasonably practicable steps to ensure that none of its directors, employees, Group Company(ies), or directors or employees of any Group Company(ies) or any other person (natural or juristic) who are authorised to act for or on behalf of the [Introducer / Associated Party / Supplier] will not)) breach Prevention and Combating of Corruption Act, CAP 329 R.E 2022 or any Applicable Anti-Bribery Law; [and]
- 3.2 will not (and it will take reasonably practicable steps to ensure that none of its directors, employees, Group Company(ies), or directors or employees of any Group Company(ies) or any other person (natural or juristic) who is authorised to act for or on behalf of the [Introducer / Associated Party / Supplier] will not) engage in any Bribery or Corruption; [and]
- 3.3 will take reasonably practical steps to ensure that appropriate controls and safeguards are in place, designed to prevent it, as well as its directors, employees, Group Company(ies), the directors or employees of all Group Company(ies) and all other persons (natural or juristic) who are authorised to act for or on behalf of the [Introducer / Associated Party], from becoming involved in any Bribery or Corruption or from breaching Prevention and Combating of Corruption Act, CAP 329 R.E 2022 or any Applicable Anti-Bribery Law.

4. Anti-bribery indemnity

[Introducer / Associated Party] hereby indemnifies Absa against any quantifiable loss, damage or harm suffered by Absa as a direct or indirect consequence of a breach of any of the warranties or undertakings contained in clauses 2 and/or 3.

5. Compliance audit rights

5.1 [Introducer / Associated Party] hereby undertakes to Absa to provide Absa and/or its Representatives:

- 5.1.1 with such financial information and other information (including, but not limited to, invoices, payment records, bank account statements and the like) as Absa and/or its Representatives may require from time to time and to allow Absa and/or its Representatives a right to inspect and obtain copies or certified copies of all of the aforesaid financial and other information; and
- 5.1.2 provide Absa and/or its Representatives with reasonable access to the personnel and premises of [Introducer / Associated Party], to the extent that this is necessary to enable Absa and/or its Representatives to verify compliance with clauses 2, 3 and 5; whether during the term of this agreement or up to 6 years after termination of this agreement.

6. Reporting obligation

6.1 [Introducer / Associated Party] hereby undertakes to notify Absa in writing as soon as reasonably practical in the event that it becomes aware of:

- 6.1.1 an actual or suspected breach of clauses 2 and/or 3; and/or
- 6.1.2 any investigation, review or inspection conducted [by a law enforcement agency, or applicable regulatory authority in respect of the [Introducer/ AP]; and/or
- 6.1.3 any suspected or alleged breach of Prevention and Combating of Corruption Act, CAP 329 R.E 2022 or any Applicable Anti-Bribery Laws.

7. Termination

Breach of any of the provisions in clauses 2, 3, 4 [and 5] is a material breach of this contract of for purposes of clause 6 and, without limitation to other right, relief or remedy, entitles Absa to terminate this contract immediately on written notice to [Introducer / Associated Party]. Absa shall not be obligated to make any payments under this Agreement where it reasonably suspects that the payments would be used by [Introducer / Associated Party] to make a payment that would breach Prevention and Combating of Corruption Act, CAP 329 R.E 2022 or any Applicable Anti-Bribery Laws.

7.1 In the event that:

- 7.2.1 [Introducer / Associated Party] and/or any of its directors or material shareholders (including any direct shareholder or ultimate beneficial owner/controller in [Introducer / Associated Party]):
 - 7.2.1.1 are the subject of Credible Adverse Media reporting or any misconduct involving allegations of Bribery and Corruption and/or breach of Prevention and Combating of Corruption Act CAP 329 R.E 2022 or any other Applicable Anti-Bribery Laws; which adversely affected or may adversely affect Absa's reputation, irrespective of whether Absa suffers or is likely to suffer damages as a result thereof.
 - 7.2.1.2 Absa may at its sole discretion, without any liability whatsoever, terminate this contract in accordance with clause 6.
- 7.2.2 Where Absa has reasonable grounds to suspect a breach as stated in 7.1, Absa shall, where permitted by law, notify [Introducer/ Associated Party] in writing and be entitled to suspend any payments under this Agreement for up to [ninety days] whilst it investigates the suspected breach. At the conclusion of that period, Absa shall either make the suspended payments or terminate this Agreement.

FURTHER CLAUSES FOR ASSOCIATED PARTIES WITH US GOVERNMENT CONTACT

8. UNITED STATES GOVERNMENT CONTACT

8.1 The following definitions will apply to this clause [8]:

8.1.1 **US Government Entity:** means the United States, the District of Columbia, any State of the United States, any political subdivision or territory of the foregoing, and any department, agency, office or other instrumentality of any one or more of the foregoing, including any independent board, commission, authority, corporation or other entity established, controlled or appointed (in whole or part) by any of the foregoing.

8.1.2 **US Public Official:** means any Public Official or agent of a US Government Entity.

8.1.3 **US Non-Solicit Regulations:** means any law or regulation pursuant to which Absa is prohibited from compensating or engaging a third party to solicit a US Government Entity on Absa behalf, including: Rules G-37 and G-38 of the Municipal Securities Rulemaking Board, Securities and Exchange Commission, Rule 206(4)-5 under the Advisers Act of 1940, as amended; and Rule 23.451 of the Commodity Futures Trading Commission (and related provisions under the Dodd-Frank Act of 2010). Any undefined term used in the clause [8] that is defined in a US Non-Solicit Regulation has the meaning ascribed to it therein.

8.2 [Introducer\Associated Party] represents and warrants that [Introducer\Associated Party] and each of its Associated Persons are familiar with the provisions of the US Non-Solicit Regulations, and acknowledges their respective understanding of, and intention to comply with, the prohibitions therein against providing investment advice and soliciting US Government Entities and US Public Officials on behalf of Absa.

8.3 Neither [Introducer\Associated Party] nor its Associated Persons shall provide investment advice to any US Government Entity on behalf of Absa. [Introducer\Associated Party] shall refrain, and shall cause its Associated Persons to refrain, from undertaking any introduction to, solicitation of, or communication with any US Government Entity or US Public Official on behalf of Absa with respect to municipal securities, investment advisory services, swaps and derivatives transactions, and any other Absa product or service that is or becomes subject to a US Non-Solicit Regulation.

8.4 Except where prohibited by law [Introducer\Associated Party] must promptly report to Absa in writing upon becoming aware that it (or any of its Associated Persons involved in the Services) have committed a breach of this clause [8]."

DATA PROTECTION

1. General obligations

1.1 The Supplier acknowledges that in providing the Services, it may have access to Personal Data relating to Data Subjects and/or it may Process Personal Data, and that the provisions of this Schedule 4 shall apply in this regard. The Parties intend that Bank will be the Controller and the Supplier will be the processor of Personal Data.

1.2 The Supplier warrants, on an ongoing basis, that:

- a) it shall comply with its obligations under the Personal Data Protection Act, 2022, its Regulations all other Applicable Laws ("Applicable Law and/or Data Protection Legislation"), including in respect of any required notification to, registration with or authorisation from a Regulator;
- b) it will not Process Personal Data, except (i) to the extent necessary for the provision of Services under this Agreement and as expressly authorised by Bank in writing, (ii) as otherwise expressly authorised by Bank in writing, (iii) in the case of EU Restricted Processing, as required by the law of the European Union or the law of a Member State of the European Union, or (iv) in the case of UK Restricted Processing, as required by the law of the United Kingdom;
- c) it will not disclose Personal Data to a Third Party without being expressly authorised by Bank in writing. In the event of any disclosure to a Third Party consented to by Bank, such disclosure shall be subject to the Supplier first entering into a written contract with a Third Party that (i) imposes the same obligations on the Third Party as are imposed on the Supplier under this Schedule 4, and (ii) prohibits the Third Party from disclosing Personal Data to another Third Party without being expressly authorised by Bank in writing. The Supplier will be liable to Bank for conduct by the Third Party which is prohibited by this Schedule 4 and for conduct which would have constituted a breach of this Schedule 4 if done by the Supplier.
- d) it shall promptly inform Bank if, in its opinion, an instruction given by Bank regarding Personal Data (i) infringes Applicable Law, it shall ensure that all Supplier Personnel having access to the Personal Data are bound by appropriate and legally binding confidentiality and non-use obligations in relation to the Personal Data on substantially the same terms and conditions as set forth in this Agreement.
- e) it shall only retain Personal Data for such period as Bank may determine and instruct, failing which for such period as may be permitted by Applicable Law and it shall not retain Personal Data for any longer than is necessary for achieving the purpose for which the Personal Data was Processed, provided that it shall at all times provide Bank with timeous prior written notice of any intended destruction or deletion of Personal Data and follow any instructions which may be given by Bank in this regard;
- f) where applicable, it has sufficient processes in place to comply with its obligations under Applicable Laws and Data Protection Legislation and in terms of this Schedule 4, including, but not limited to, the necessary processes to manage and timeously fulfil the rights of Data Subjects under Data Protection Legislation, subject always to the provisions of this Schedule 4, including the rights of Data Subjects to:
 - i. challenge the accuracy of their Personal Data.
 - ii. request the deletion/destruction of their Personal Data.
 - iii. object to the Processing of their Personal Data.
 - iv. withdraw consent to the Processing of their Personal Data; and/or
 - v. request a change to or issue directives on their marketing preferences.

1.3 The Supplier shall assist Bank in complying with its obligations to (i) comply with any requests concerning and/or for access to Personal Data received by Bank or the Supplier from Data Subjects, (ii) conduct data protection impact assessments, and (iii) consult with a Regulator regarding high risk processing. The Supplier agrees that notwithstanding the confidentiality

provisions contained in this Agreement, Bank may disclose to a Data Subject that Supplier has been or is involved in Processing such Data Subject's Personal Data.

- 1.4 The Supplier shall, under instruction and authority of Bank, and at no extra cost to Bank, provide Bank with all assistance required for Bank to discharge its duties relating to a requirement by a Regulator.
- 1.5 The Supplier shall evaluate and recommend any changes to the Services necessary to maintain compliance with Data Protection Legislation. If there is a change or potential change in any Data Protection Legislation that requires changes to the Agreement, including changes to the Services or changes to Bank Policies, then the Supplier shall:
 - (a) promptly notify Bank upon becoming aware of such change.
 - (b) co-operate with and provide all reasonable assistance to Bank in identifying the impact of such change in order to implement any changes which may be necessary to the Agreement; and
 - (c) implement any required change, at no additional cost, by no later than the effective date of such Data Protection Legislation.
- 1.6 If the Supplier is required to disclose Personal Data (i) under paragraph 1.2b)(iii) in the case of EU Restricted Processing, (ii) under paragraph 1.2b)(iv) in the case of UK Restricted Processing, or (iii) under Applicable Law in the case of Processing that is not EU Restricted Processing nor UK Restricted Processing, then the Supplier shall:
 - (a) notify Bank upon becoming aware of such a requirement (and at least five (5) business days before any such disclosure, except to the extent expressly prohibited by any Regulator or Applicable Law) indicating details of the nature and frequency of such required disclosures in order to afford Bank an opportunity to prevent the disclosure through appropriate means.
 - (b) co-operate with Bank regarding the form, nature, content and purpose of such disclosure or any action Bank may reasonably take to challenge the validity of such disclosure; and
 - (c) disclose no more Personal Data than is reasonably necessary to comply with the disclosure requirement and ensure that the confidential nature and integrity of the Personal Data is maintained.
- 1.7 The Supplier shall implement and maintain effective administrative, technical, and physical safeguards and appropriate technical and organisational measures to protect against the unauthorised or unlawful Processing of, accidental loss, destruction, damage to or alteration of Personal Data, and shall include (as a minimum):
 - (i) implementing the measures prescribed by Data Protection Legislation, the GDPR regarding EU Restricted Processing, the UK Data Protection Act 2018 regarding UK Restricted Processing, the Data Privacy Control Obligations, the Bank Information Security Schedule (as incorporated in Schedule 3) and/or any other relevant Schedule or provision of the Agreement.
 - (ii) providing appropriate training to Supplier Personnel that have access to Personal Data and ensure that they comply with all relevant requirements under Data Protection Legislation and this Schedule 4 (Data Protection).
- 1.8 The Supplier undertakes to regularly verify that the safeguards and measures implemented under clause 1.7 are and remain effective and to provide evidence of such verification to Bank on request.
- 1.9 Without limiting Supplier's other obligations under this Schedule 4 or the Agreement, it shall (and shall cause each of its Related Parties to) encrypt all Personal Data stored on or while in transit between all-digital, analogue or electronic media and storage devices, including computer laptops, tablets, smartphones, CDs, diskettes, portable drives, and magnetic tapes. Supplier shall (a) perform such encryption using encryption mechanisms consistent with then-current industry best practices and (where notified by Bank and reasonably agreed by the Supplier), Bank's technical security standards with respect to cryptography ("Cryptographic Protocol"); and (b) use Commercially Reasonable Efforts to ensure that the Cryptographic Protocol evolves as is reasonably necessary to keep pace with developing technology and threats, including with any requirements or guidance of any Regulator.
- 1.10 Notwithstanding anything to the contrary in the Agreement, in connection with any disposal (including selling, discarding, donating, transferring, and abandoning) of any (a) computer, disc, drive or other electronic media (collectively, "Electronic Media") or (b) paper or other non-electronic media documentation (collectively, "Non-Electronic Media"),

Supplier shall take (and, to the extent a Third Party conducts such disposal, cause such Third Party to take) reasonable measures to prevent unauthorised access to or use of any Personal Data contained therein, including doing the following: wiping or degaussing (in accordance with industry best practices or a more stringent procedure if required by Applicable Law) the Personal Data on the Electronic Media, and pulverizing, burning, shredding or otherwise destroying the Electronic Media and the Non-Electronic Media.

- 1.11 The Supplier shall not Process any Personal Data at any location that is not expressly listed in the Agreement as an approved site from which to provide Services.
- 1.12 The Supplier shall not, without the prior written consent of Bank, Process any Personal Data in or from any jurisdiction other than:
- (a) the jurisdiction in which Bank is established.
 - (b) a jurisdiction(s) as pre-agreed to by Bank from time to time in writing,
- and shall comply with any reasonable instructions notified to it by Bank.
- 1.13 Where Bank has expressly and in writing consented to any cross-border transfer or Processing of Personal Data, this consent may be made subject to the relevant parties entering into a Data Transfer Agreement to the extent that this is required for compliance with Bank's obligations under Applicable Law.
- 1.14 The Supplier shall make available and provide access to all of its facilities at which any of the Personal Data is Processed (and ensure that access is also available to any of its Subcontractors facilities at which Personal Data is Processed) for audit purposes in accordance with clause 7 (Audit) of the Agreement and to allow Bank to audit the Supplier's compliance with the provisions of this Schedule 4.
- 1.15 In the event of any actual, suspected or alleged theft, unauthorised use or disclosure of Personal Data due to the Supplier's breach of this Schedule 4 or the Data Protection Legislation (including a failure of the security safeguards of Supplier (or due to the acts or omissions of any Supplier Personnel) or unauthorised access to Personal Data from or through Supplier (or any Supplier Personnel), or loss, damage or destruction of Personal Data in Supplier's or any Supplier Personnel's possession or control, or other unauthorised Processing of any Personal Data, the Supplier shall:
- (a) notify Bank, in writing, by no later than 24 hours of becoming aware of or having reasonable grounds to believe there has been an occurrence of such event;
 - (b) if required by Applicable Law, notify the relevant police force and government agencies and co-operate with Bank, and the relevant police force and government agencies, in the investigation of the cause of the compromise and the prosecution of person/s who may have gained or attempted to gain unauthorised access to or acquired Personal Data from Supplier or Bank;
 - (c) provide full co-operation and assistance to Bank at no charge to Bank;
 - (d) promptly take whatever action is necessary, at its expense, to minimize the impact of such event and prevent such event from recurring; and
 - (e) on demand by Bank, promptly reimburse Bank for any costs, expenses and/or other charges incurred by Bank to remediate the results of such event, including the preparation and mailing of notices to Data Subjects (and other Third Parties to whom notification of a data breach is required by Applicable Law) as a result of such event (which notices will be sent by Bank, unless otherwise required by Applicable Law).
- 1.16 The Supplier shall promptly notify Bank on receipt of (i) any written request by a Data Subject to access their Personal Data; or (ii) any other complaint, allegation, or request (including by any Regulator) relating to Bank's obligations under Applicable Law and provide full co-operation and assistance to Bank in relation to any such complaint, allegation or request (including by providing details of the Personal Data held by it in relation to the Data Subject).
- 1.17 In instances where it provides Personal Data to Bank, the Supplier shall immediately notify the Data Subject of the sharing of Personal Data and the purpose thereof and shall obtain all necessary consents in respect thereof (including for Bank to Process such Personal Data).

- 1.18 The Supplier warrants and consents (and warrants it has obtained all relevant consents) that all Supplier information provided to Bank in terms of the Agreement may be hosted by Bank-on-Bank servers including servers of Bank's Affiliates, agents or service providers within South Africa and offshore.
- 1.19 Where the Supplier (whether directly or indirectly through the Supplier's agents and/or Subcontractors) gains access to any Personal Data of Bank other than Personal Data disclosed to it by Bank under the Agreement, it shall immediately inform Bank of such access to Personal Data and ensure that such Personal Data is handled in accordance with Data Protection Legislation and as required by this Schedule 4 (Data Protection).
- 1.20 Without prejudice to any other provision of this Agreement, Bank may, at any time request a detailed written description of the information security programs implemented by Supplier and its Related Parties in compliance with this Schedule 4 (Data Protection) above (including any administrative, technical, physical or organisational safeguards). Within thirty (30) days of receipt by Supplier of Bank's written request, Supplier shall deliver a written report to Bank in sufficient detail such that Bank can reasonably determine whether all Personal Data is being and has been Processed in compliance with Applicable Law and the provisions of this Schedule 4 as read with the Agreement.
- 1.21 The Supplier agrees to indemnify and keep indemnified each of the Bank Indemnitees from and against all Losses suffered by, incurred by or awarded against any Indemnified Party, arising out of or in connection with any breach by Supplier of its obligations under this Schedule 4 (Data Protection), whether or not such Losses were foreseeable as of the Commencement Date of the Agreement.
- 1.22 Without prejudice to any of its other obligations under the Agreement, the Supplier shall comply with the Data Privacy Control Obligations (Schedule 3).

2. Return or destruction of Data

- 2.1 At cancellation, expiration or termination of the Agreement, or any part thereof, the Supplier shall cease all Processing of Personal Data provided to it by Bank or which it has accessed. In addition, the Supplier shall, at no additional cost, comply with the Bank's written request (subject to clause 2.2 below) to either (i) return all Personal Data together with all copies thereof to Bank; and/or (ii) destroy all Personal Data and certify to Bank that it has done so.

If the Supplier is prohibited from returning or destroying all or part of any Personal Data (i) in the case of EU Restricted Processing, by the law of the European Union or the law of a Member State of the European Union, (ii) in the case of UK Restricted Processing, by the law of the United Kingdom, or (iii) in the case of Processing that is not EU Restricted Processing nor UK Restricted Processing, by Applicable Law, then the Supplier will notify Bank thereof and provide evidence of that legislation or regulation to Bank. Supplier warrants that it will guarantee the confidentiality of the Personal Data and will not Process the Personal Data any more and shall only retain Personal Data for such period in accordance with that legislation or regulation and shall not retain Personal Data for any longer than is necessary for achieving the purpose for which the Personal Data was required to be retained.