

GENERAL TERMS AND CONDITIONS

Our Relationship with You

1. We will perform the Services specified in each Statement of Work attached to this Agreement. The Statement of Work shall specify: (i) description of Services and Deliverables, (ii) schedule for Deliverables, (iii) fees, expenses and payment schedule and (iv) any specific terms and conditions.
2. Additional Statements of Work may be entered into in when written and signed by both parties during the term of this Agreement. Such additional Statements of Work shall be incorporated by reference to this Agreement.
3. We are a member of The Cobalt Partners firms (“The Cobalt Partners”) network, each of which is a separate legal entity.
4. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
5. We may subcontract portions of the Services to other member firms of The Cobalt Partners, as well as to other service providers, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Deliverables, the performance of the Services, and our other obligations under this Agreement.
6. You may extend the period of performance of this Agreement when agreed to in writing and signed by both parties, during the term of this Agreement. Such extension shall be issued through an amendment to this Agreement.

Your Responsibilities

7. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, as well as the use or implementation of the Deliverables.
8. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
9. To the best of your knowledge, all information provided by you or on your behalf (“**Client Information**”) will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
10. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.
11. You shall be responsible for your personnel’s compliance with your obligations under this Agreement.

Our Deliverables

12. Any specifications, design, content or software we provide under this Agreement (“**Deliverables**”), other than Client Information, are for your use only.
13. Except for commercial off-the-shelf type products where the license for such products is contained in the applicable Statement of Work, you shall have exclusive unlimited ownership rights to all Deliverables developed under this Agreement. All of the foregoing shall be deemed to be work made for hire, except as hereafter specified, and belong to you, with you having the sole right to obtain, hold, and renew, in you own name or for your own benefit, patents, copyrights, registrations, or other appropriate protection. You acknowledge that we use, or may develop hereunder, methods, concepts, code sequences, format, sequence structure, organization, menu command hierarchy, templates, masks, user interface, techniques, program organization, database structuring techniques, and the like (“**Service Provider proprietary items**”) that are proprietary to us. It is agreed that these Service Provider proprietary items shall remain our sole and exclusive property. We grant you a perpetual, non-exclusive, paid-up license to use Service Provider proprietary items subject to the following:
 - a. You may use Service Provider proprietary items solely in connection with the products purchased hereunder, for the purpose for which those products were originally purchased.
 - b. You may not transfer, sell, or otherwise dispose of any Service Provider proprietary items without our prior written consent. This license gives you no title or ownership rights in Service Provider proprietary items or related intellectual property.
 - c. If software source code is delivered to you under this license, you agree to keep the source code strictly confidential in accordance with Confidentiality section below. If software object code is delivered, you will not copy or modify the software or subject the software to any process intended to create computer source code from Service Provider proprietary items.
 - d. You agree to retain or reproduce on all copies of any Service Provider proprietary items all copyright notices and other proprietary legends and all trademarks or service marks of Service Provider or any third party.
 - e. If you order any commercial off-the-shelf type products, a separate licensing agreement shall be negotiated and shall become part of the applicable Statement of Work.
 - f. You grant Service Provider a perpetual non-exclusive, paid-up license to use all portions of the deliverables first developed by Service Provider during the performance of this Agreement, not to include content or any material provided to Service Provider by you.

Acceptance of Deliverables

14. The Deliverables, if any, shall be deemed accepted by you upon completion of the following acceptance test:
 - a. Immediately upon receipt of said Deliverables, you shall promptly perform testing of the Deliverables to confirm that the Deliverables perform in accordance with the documentation or other standards applicable thereto as set forth in the Statement of Work.
 - b. You shall either promptly provide us with written acceptance of the Deliverables, or deliver to us a detailed written statement of nonconformities to be corrected prior to your acceptance of the Deliverables. Unless otherwise agreed to in writing by the parties, we will redeliver corrected Deliverables to you within a reasonable amount of time after receipt of such statement of nonconformities.
 - c. Following redelivery of corrected Deliverables, a new acceptance test shall be immediately commenced by you. Any such written statement of nonconformities shall provide sufficient detail to enable us to remedy the failure to conform to the Completion Criteria.
 - d. If you fail to provide a written acceptance or a written statement of nonconformities within five (5) days of initial receipt of said Deliverables or such other mutually acceptable period as defined in the applicable Statement of Work, or within five (5) days of re-delivery of said corrected Deliverables or such other mutually acceptable period, the Deliverables shall be deemed immediately accepted by you.

Limitations on Warranty and Liabilities

15. We warrant that with respect to any Deliverable we assign to you, that we have the right to transfer title to you. We further warrant that to our knowledge the Deliverables do not infringe any intellectual property right held by a third party.
16. We warrant that the Deliverables will conform to the your contracted requirements. If the Deliverables do not conform to the contracted requirements, approved Specifications or as accepted by you on delivery, we shall be responsible to correct the Deliverables without unreasonable delay at our sole expense. This warranty shall expire three months after acceptance of the Deliverables.
17. We expressly do not warrant that the operation of Deliverables which are software shall be uninterrupted or error-free; or that Deliverables will operate on any system, or with any software, other than the system with which we tested such Deliverables. We do not warrant any third-party software development tools. We specifically do not warrant the accuracy of any technical or subject matter content of the courseware or software that is based upon information or direction provided by you.
18. In order for you to exercise this remedy, you must give us written notice of such nonconformity within the warranty period, and we must determine that any nonconformity did not arise due to any cause specified below. We shall be given free and full access to Deliverables to make corrections, and you shall promptly inform us of any changes in the location of Deliverables during the warranty period. If this remedy is adjudged to have failed of its purpose, our total liability will be to refund half the price paid to us by you for the nonconforming Deliverables. The remedy provided by us for breach of warranty does not include the following, which may be provided, at our sole option, at our then-current time and materials rate:
 - a. Repair to damage of Deliverables caused by you during unpacking.
 - b. Repair of damage caused by events beyond our reasonable control.
 - c. Repair of damage caused by your improper installation, relocation, or rearrangement of Deliverables.
19. Other than implied by law and not capable of being negated by agreement, this warranty shall be the exclusive warranty available to you. You waive any other warranty, express or implied. You waive any claim for damages, direct or indirect, and agrees that its sole and exclusive remedy for damages (either in contract or tort) including the return of the Compensation.
20. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.
21. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of one times the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.
22. If we are liable to you (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, our liability to you shall be several, and not joint, with such others, and shall be limited to our fair share of that total loss or damage, based on our contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
23. You shall make any claim relating to the Services or otherwise under this Agreement no later than six months of the act or omission alleged to have caused the loss in question.

24. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other The Cobalt Partners firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees ("Cobalt Persons"). You shall make any claim or bring proceedings only against us.

Intellectual Property Rights

25. We may use data, software, script, code, designs, utilities, tools, models, systems, data, copyrights, trademarks, patents, database rights, trade secrets, process and other methodologies, know-how and Service Provider proprietary items ("Materials") that we own in performing the Services. Notwithstanding the delivery of any Deliverables, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).
26. Upon payment for the Services, you may use any Materials included in the Deliverables, as well as the Deliverables themselves as permitted by this Agreement.
27. We are granted the right to display our logo on the Deliverables for as long as the Deliverables are used and viewed by you or the general public. We will agree on the manner of display with you.
28. You will retain ownership of any data, information or intellectual property furnished to us in connection with this Agreement. We will own all Service Provider intellectual property in accordance with the terms described in the Deliverables section.

Confidentiality

29. "Confidential Information" shall mean any information which is marked as confidential or which the other party should know is not publicly accessible, including, but not limited to, any trade secrets and know-how, designs, computer software code, routines, algorithms, methods, project information, records, specifications, procedures owned, inventions, discoveries, product information, research and development information, lists of clients and other information relating thereto, financial data and information, business plans and processes licensed or used by either party in connection with the operation of its business.
30. Confidential Information shall not include information already in the public domain through no action of the receiving party, any information known by a party before disclosure by the other party, nor any information received from a third party who is free of any confidentiality obligations.
31. During the term of this Agreement and at all times thereafter, each Party shall, in respect of the other party's Confidential Information:
 - a. Use all reasonable efforts to keep the other party's Confidential Information confidential;
 - b. Not disclose to others, use for its own benefit or for the benefit of anyone other than the other Party, or otherwise appropriate or copy, any Confidential Information, except as required in the lawful performance of its obligations to the other Party;
 - c. Ensure that all employees and contractors of the company are instructed to comply with the obligations referred to in this section and use the disclosing party's confidential information only in connection with the purposes for which it is intended under the terms of this Agreement.
32. The Parties and their respective employees and agents expressly acknowledge that use or disclosure of such confidential information for purposes other than that described herein could have significant adverse effects on the non-disclosing party and is strictly prohibited.

Fees and Expenses Generally

33. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the applicable Statements of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services or Deliverable or their delivery or use, all of which you shall pay (other than taxes imposed on our income generally).
34. Unless otherwise set forth in the applicable Statement of Work, invoice payment is due within 30 days following the date of on each invoice. Amounts that are outstanding after 30 days will attract a 3% per month surcharge.
35. If any invoice is not paid when due, we may suspend provision of Services and/or Deliverables without liability or penalty until final resolution of the matter. We may also levy an administrative fee to resume such Services and/or Deliverables.
36. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
37. Any additional or unscheduled Services or Deliverables we are to provide must be mutually agreed upon in writing signed by both parties hereto referencing this Agreement.
38. We shall be responsible for all expenses incurred in performing duties under the Statement of Work unless otherwise agreed to in the attached Statement of Work. You shall reimburse us for only such travel and other expenses as have been authorized

in advance in writing or included as part of each Statement of Work. You do not reimburse the us for administrative expenses such as postage, photocopying, secretarial support, telephone calls, etc., unless otherwise agreed to in writing.

Force Majeure

39. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control. This Agreement applies to the Services whenever performed (including before the date of this Agreement).

Term and Termination

40. This Agreement shall terminate on the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon thirty (30) days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.
41. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement.
42. Our respective confidentiality obligations under this Agreement shall continue for a period of two years following the termination of this Agreement. The other provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

Governing Law and Dispute Resolution

43. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, shall be governed by, and construed in accordance with, the laws of The Republic of Ghana.
44. Except as otherwise expressly provided in the Cover Letter of in the applicable Statement of work, any dispute relating to this Agreement or the Services shall be subject to the exclusive jurisdiction of the Ghana courts, to which each of us agrees to submit for these purposes.
45. The parties hereto shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or any interpretation thereof. Any dispute between the parties as to matters arising pursuant to this Agreement which cannot be settled amicably within three (3) weeks may be referred to a single Arbitrator to be agreed by the parties, failing such agreement, a single Arbitrator shall be appointed by either party in accordance with the Laws of The Republic of Ghana.

Miscellaneous

46. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, proposals, understandings and representations, oral or written or implied with respect thereto, including any confidentiality agreements previously delivered.
47. Both of us may execute this Agreement (including Statements of Work), as well as any modifications to it by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement **or any Statement of Work hereunder**.
48. Each of us represents that the person signing this Agreement **and any Statement of Work hereunder** on its behalf is expressly authorized to execute it and to bind each of us to its terms.
49. You represent that your affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement and the applicable Statement of Work.
50. You agree that we and the other The Cobalt Partner Firms may, subject to professional obligations, act for other clients, including your competitors.
51. Neither of us may assign any of our rights, obligations or claims under this Agreement.
52. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
53. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any annexes thereto, (c) these General Terms and Conditions, and (d) other annexes to this Agreement.
54. Neither of us may use or reference the other's name, logos or trademarks without its prior written consent, provided that we may use your name publically to identify you as a client in connection with specific Services or otherwise. Any approval required under this Section shall not be unreasonably withheld or delayed by either party.