

A4 (III D)

Republic of Liberia
Montserrado County



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• 00008770

Office of the Notary Public
Monrovia, Liberia

NOTARY CERTIFICATE

Personally Appeared before me in my Office within the City of Monrovia, Montserrado County, REPUBLIC OF LIBERIA, 28TH day of MARCH A.D. 2022 duly qualified and commissioned Notary Public of and in the county of Montserrado and in the Republic aforesaid the Parties to the attached DOCUMENTS:

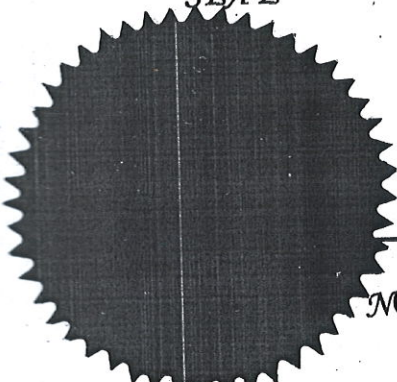
NATIONAL DIGITAL POSTAL ADDRESS PROJECT
CONTRACT DOCUMENT
BETWEEN
SNOOCODE LIMITED
AND
THE GOVERNMENT OF LIBERIA (MINISTRY OF POST AND
TELECOMMUNICATION)

Did In My Presence And In The Presence Of Each Other Execute And Sign Their Genuine Signature(S) On The Said Instrument(S) To Person(S) They Represent And That The Same Was Made In My Presence And Declared By Each Of Them To Be Their Own Handwriting(S).

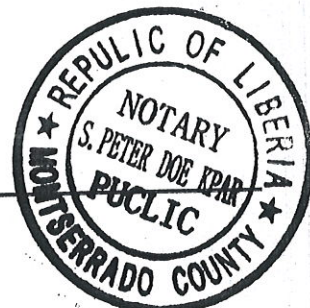
Therefore, I, S. PETER DOE-KPAR Notary Public Aforesaid Have Attached My Official Signature And Notary Seal To Avail When And Where Necessary.

I Have Affixed My Genuine Signature Attesting To This Transaction By The Power Vested In Me This 28TH day of MARCH A.D. 2022

SEAL



S. PETER DOE-KPAR
NOTARY PUBLIC, MONTSERRADO COUNTY, R.L



NATIONAL DIGITAL POSTAL ADDRESS PROJECT

CONTRACT DOCUMENT

**Supply, Installation and Implementation of a National Digital Addressing
System Linked with Post Codes**

BETWEEN

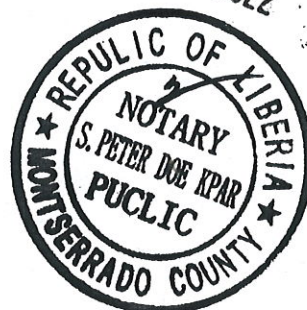
SnooCODE Limited

AND

**THE GOVERNMENT OF LIBERIA (MINISTRY OF POST AND
TELECOMMUNICATIONS)**

DATED THIS ____ DAY OF _____, 2021

1.



[Handwritten signature]

NATIONAL DIGITAL POSTAL ADDRESS PROJECT CONTRACT DOCUMENT

THIS DIGITAL ADDRESSING SOFTWARE DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, A. D. 2021 by and between SnooCODE Limited, a company registered in the United Kingdom with its registered address as 55 Priory Crescent, London SE19 3ED and email as s.dagadu@snoocode.com, represented by its Chief Executive Officer, Mr. Sesinam Dagadu hereinafter known and referred to as 'SnooCODE', and the Ministry of Post and Telecommunications, a Ministry of the Republic of Liberia with its offices located at Carey & McDonald Streets, 1000 Monrovia, 10 Liberia, hereinafter known and referred to as the "Ministry," represented by the Minister of Post and Telecommunications, Hon. (Cllr.) Cooper W. Kruah, Sr., both collectively referred to as the 'Parties', and singly referred to as the 'Party', hereby:

WITNESSETH

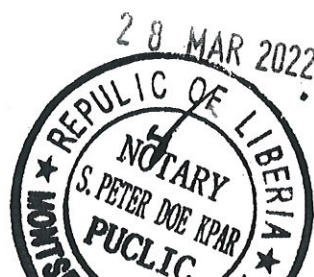
RECITALS:

- A. **WHEREAS**, Consultant is engaged in the business of Software application development, including technical consulting services, software development and maintenance; and
- B. **WHEREAS** the Ministry of Post and Telecommunications of the Republic of Liberia is the ministry responsible for the development of the Postal Services and Communication in Liberia; and
- C. **WHEREAS** the Ministry intends to procure and roll out a National Digital Addressing System that will ensure scalability and integration of add-on services compatible with postcodes within the whole of Liberia to distinct and enable proliferation of public and private service providers hereinafter referred to as the "Services;" and
- D. **WHEREAS** Consultant is willing and has the ability and expertise to provide the Services in the form, manner and the scope as requested by the Ministry; and
- E. **WHEREAS** the Parties intend to enter into this Agreement in accordance with its terms and conditions; and

NOW THEREFORE, in consideration of mutual promises made herein, the Parties agree as follows:

1. DESCRIPTION OF THE SERVICES:

- 1.1 The Address System shall develop the **Services** for the Ministry by providing the design and programming services in a professional and timely manner with these modules:
 - a. A Digital Address Network that ensures that every 5 square meter area of ALL of Liberia is given a unique digital code.
 - b. A Unique Postcode Network to be fully integrated into the Digital Address Network.
 - c. A fully integrated e-commerce billing Platform.
- 1.2 The Address System shall provide an average accuracy of 6.9 meters for all codes across Liberia, with



- extensions for precision down to ± 25 centimeters for specialist uses.
- 1.3 The Address System shall incorporate, as part of its structure, Boundary Survey Data from the Counties and Districts of Liberia.
 - 1.4 The Address System shall be translatable from Digital Address to latitude and Longitude and from Latitude and Longitude to Digital Address.
 - 1.5 The Address registry shall be available on the internet through dedicated Application Programming Interfaces (APIs) that approved third parties and other applications can connect to and interact with the system.
 - 1.6 The Address System shall provide an Address Registrar that members of the public can save their Digital Addresses and have those addresses verified by the Postal Agency.
 - 1.7 The Consultant shall develop a Web App, an Android and iOS Mobile Apps that will connect to the **Services**. These Mobile Apps shall be freely available to the general public to download and use to interact with the **Service**.
 - 1.8 All programming and documentation shall comply with standards currently employed by the Consultant.
 - 1.9 The parties may at any time modify the scope of the Services by including desired changes in a written "change order" that explains the changes and the adjustment to the Cost for the Services that will result from such changes. Such change order shall become effective when signed and dated by both parties.
 - 1.10 The Consultant shall develop and provide hosting of the **Services** according to the specifications provided by the Ministry.
 - 1.11 The Ministry shall cooperate with the Consultant's reasonable requests for information and data necessary for the completion of the Work.
 - 1.12 The Consultant shall provide 6 (six) years of Support, License and Maintenance services for the **Services** that it shall develop for the Ministry.

2. THE CONSULTANT TEAM:

The Consultant shall use only qualified personnel to provide the Services (the "Consultant Team"). The Consultant reserves the right to make changes to the Consultant's Team in its sole discretion and shall provide prior written notice of any anticipated change and a reasonable explanation for the change. Orientation of replacement personnel shall be at Consultant's expense.



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3. TERM/SCHEDULING:

- 3.1. The Services shall be completed timely in accordance with the schedule set forth in Schedule A. The Consultant shall begin the Services on the designated date and continue until the satisfactory completion of the Services.
- 3.2. The term "satisfactory completion" of the Services means when the software and documentation developed for the Software, performs to the specifications set forth on Schedule B.

Cost of Investment and Revenue Sharing

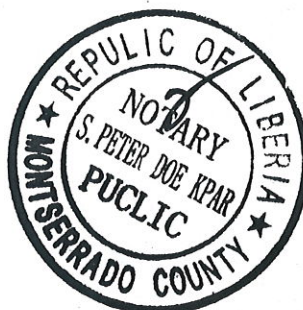
- 3.1 SnooCODE shall invest the sum of One Million Six Hundred Nine Thousand Five Hundred Twenty-Six United States Dollars (US\$1,609,526.00) as Design and Deployment cost.
- 3.2 The Ministry shall pay the Consultant a share of the revenues derived from the Services after recovery of investment at the ratios of forty percent (40%) to consultant and sixty percent (60%) to the Government.
- 3.3 Twenty (20%) Percent of the total revenues received during recovery of investment shall be paid to the Government of Liberia.

4.0 THIRD PARTY USAGE AND TAXES:

- 4.1 Both parties recognize that the Consultant Digital Address System will provide Application Programming Interfaces (APIs) that third parties shall integrate with and pay to use, the Ministry agrees to pay to the Consultant, fifty percent (50%) of revenues of all API Usage Fees charged Third parties for usage of the Digital address APIs.
- 4.2 All payments shall be made in favor of the Consultant.
- 4.3 The Ministry is required to pay any state or local taxes based on the services to be provided. These shall be separately billed to the Ministry. The Consultant shall not be liable for any interest or penalties incurred due to late payment or non-payment of these taxes by the Ministry, but instead the Ministry shall be fully responsible for payment of said interest and penalties.
- 4.4 The Ministry shall under this contract, provide the necessary documentation to ensure duties are not paid on all or any tool or equipment that consultant shall import into the country for the sole purpose of enhancing project execution and implementation.

5.0 CHARGES AND PAYMENTS TERMS:

It is expected that both Parties shall manage and collect revenues for various platforms of the Services. Each party shall therefore invoice the other party for a share of the revenue accrued from the Services



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under the other party's management. Each Calendar month, the billing party shall prepare and send to the receiving Party an invoice detailing the actual revenues generated for the Receiving Party's services due to be paid. The receiving party shall make full payment of such invoice within thirty (30) days

6.0 DURATION:

This Agreement shall be for the period of six (6) calendar years commencing as of the _____ day of _____, A. D. 2021 up to and including the _____ day of _____, A.

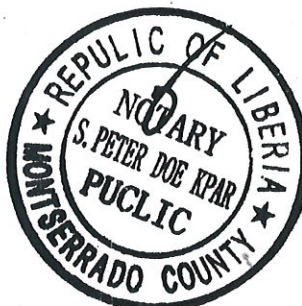
D. 2027, and that at the expiration of this Agreement, the system shall be handed over to the Ministry of Post & Telecommunications.

7.0 OWNERSHIP RIGHTS:

- i. All Services provided by The Consultant, including systems, computer programs, operating instructions, unique design concepts, other documentation developed for or specifically relating to the Ministry's information processing, all of the Ministry's source documents, stored data and other information of anykind relating to this contract, and reports and notes prepared by the Consultant, shall be "Works for Hire" under applicable Liberia copyright laws, and therefore the property of the Ministry
- ii. Such work may not be used by the Consultant for any other purpose except for the benefit of the Ministry. Any and all such property shall be delivered to the Ministry on request by the Ministry. Upon request, the Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership interests of the Ministry.
- iii. Notwithstanding any other provision of this Agreement, the Services may include some programming code that the Consultant has previously developed for its own use (the "Consultant's Prior Code").
- iv. The Consultant expressly retains full ownership of such The Consultant's Prior Code, including all associated rights to use such code. However, the Consultant also grants to the Ministry and its users a perpetual, non-exclusive license to use the Consultant's Prior Code.
- v. A copy of a listing of the specific computer files that comprise the Consultant's Prior Code may be provided to the Ministry upon completion of the Services.
- vi. Any programming that includes the Consultant's Prior Code shall include such copyright notices regarding the Consultant's Prior Code as the Consultant may require.

b. Copyright Notice

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A handwritten signature in black ink, appearing to be "S.D."

The Consultant shall include the following copyright notice (or any other notices requested by the Ministry) to be displayed on each page of the Software that can be viewed by user.

c. Confidentiality

- i. The Consultant shall not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to the Ministry (e.g., trade secrets, know-how and confidential information).
- ii. The Consultant shall protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.
- iii. Upon termination of this Agreement, the Consultant shall return to the Ministry all records, notes, documentation and other items that were used, created, or controlled by the Consultant during the term of this Agreement.
- iv. The Ministry may seek and obtain injunctive relief against the release or threatened release of such information in addition to any other legal remedies which may be available.
- v. All information relating to the Consultant that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by the Ministry and shall not be disclosed or used by the Ministry except to the extent that such disclosure or use is reasonably necessary to the performance of Ministry's duties and obligations under this Agreement.
- vi. These obligations of confidentiality shall extend throughout the entire project (development, hosting and maintenance of Digital Addressing Solution App & Website) but shall not apply to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

d. Non-Solicitation of Employees

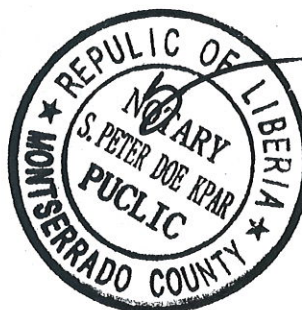
The Ministry and the Consultant agree to refrain from soliciting for employment, without the prior written consent of the other, from their respective employees during the term of this Agreement and for a period of two (2) years following the termination of this Agreement.

e. Working Hours, Office Space and Testing Time

The Consultant's employees, when working at the premises of the Ministry, shall observe the Ministry's working hours, working rules and policies. The Ministry shall provide adequate office space and testing time for the Consultant's employees.

f. Independent Contractor

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The Consultant is an independent contractor with respect to its relationship with the Ministry. Neither the Consultant nor the Consultant's employees are or shall be deemed for any purpose to be employees of the Ministry. The Ministry shall not be responsible to the Consultant, its employees, or any governing body for any payroll taxes related to the performance of the Services. Upon request, the Consultant shall provide evidence of appropriate insurance coverage for worker's compensation and general liability insurance.

g. Promotion

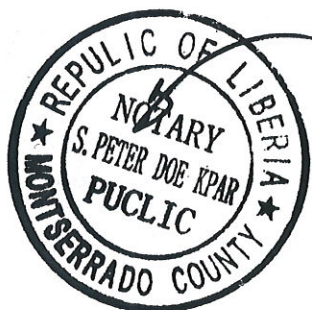
The parties shall not use the names, trademarks, service marks, symbols or any abbreviations of the Ministry, without the prior written consent of the other party.

h. Warranty – Consultant

- i. The Consultant warrants to the Ministry that all software programming, web pages, CD-ROMs, diskettes, guide-manuals, profile concepts, animations or any others materials delivered to the Ministry in connection with the Services are free from defects in materials and faulty workmanship under normal use, and that the Software shall operate properly with the specified web browsers.
- ii. During the Consultant's recommended beta testing period and for a 90-day period following completion of beta testing, the Consultant shall correct any software anomalies ("bugs") that occur because of defects in the source code included in the software. After such time, the Consultant shall make changes on a fixed hourly rate or a negotiated fixed quote basis. While no Software Development process is able to guarantee bug-free results, the Services shall be provided in a workmanlike manner, within local industry standards and tolerances for commercial applications. This warranty does not cover items damaged, modified or misused after delivery to the Ministry.

i. WARRANTY – INTELLECTUAL PROPERTY RIGHTS:

- i. The Consultant represents and warrants that it has the unencumbered right and power to enter into and perform this Agreement and that the CONSULTANT is not aware of any claims or basis for claims of infringement of any patent, trademark, copyright, trade secret, or contractual or other proprietary rights of third parties in or to any programming or materials included by the Consultant in the Services or trade names related to the Services.
- ii. In the event of any claim, charge, suit or proceeding by any third party against the Ministry alleging such infringement, the Consultant shall defend such claim, charge, suit or proceeding.
- iii. The Consultant shall indemnify and hold the Ministry harmless from and against any loss, cost, damage or expense (including attorney's fees and legal expenses) incurred by the Ministry that may result by reason of any such claim, charge, suit or proceeding.



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iv. The Ministry shall have the right, if it so desires, to be represented in any such claim, charge, suit or proceeding by counsel. If any of the programming or materials included by the Consultant in the Services becomes the subject of an infringement suit, the Ministry may terminate this Agreement and shall be entitled to a refund of any payments that it has made to the Consultant under this Agreement. This indemnity shall not apply to materials provided by the Ministry as contemplated by the following paragraph.

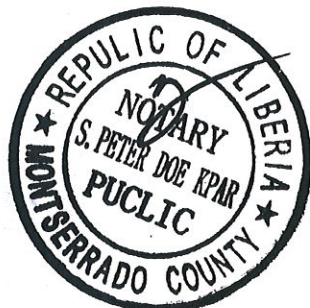
j. WARRANTY – MINISTRY:

- i. The Ministry represents and warrants to the Consultant that the Ministry owns (or has a legal license to use) all photos, text, artwork, graphics, designs, trademarks, logos, animations and other materials provided by the Ministry for inclusion in the Software, and that the Ministry has obtained all waivers, authorizations, and other documentation that may be appropriate to evidence such Ownership.
- ii. The Ministry shall indemnify and hold the Consultant harmless from all losses and claims, including attorney's fees and legal expenses that may result by reason of claims by third parties related to such materials.

k. DISCLAIMER OF WARRANTIES:

- i. The Consultant warrants that the Work shall be performed in a workmanlike manner, and in conformity with generally prevailing industry standards.
- ii. The Ministry must report any material deficiencies in the Consultant's Work to the Consultant in writing within sixty (60) days of Ministry's receipt of the Work.
- iii. The Ministry's exclusive remedy for the breach of the above warranty shall be the re-performance of the Consultant's Work within a commercially reasonable time.
- iv. This warranty is exclusive and is in lieu of all other warranties, whether express or implied, including any warranties of merchantability or fitness for a particular purpose and any oral or written representations, proposals or statements made on or prior to the effective date of this Agreement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES HEREBY SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.



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l. LIMITATION OF LIABILITY, INDEMNIFICATION:

Neither party shall be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of the Consultant's Work, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages.

m. INDEMNITY:

Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third-party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement. The Ministry shall indemnify and hold the Consultant harmless against any claims incurred by the Consultant arising out of or in conjunction with the Ministry's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. In the case of any breach by the Consultant, CONSULTANT's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid, plus 50% (added of whatever was paid off) as a fixed compensation value from the Consultant for the Ministry.

n. RELATION OF PARTIES:

The performance of the Consultant's duties and obligations under this Agreement shall be that of an independent contractor, and nothing in this Agreement shall create or imply an agency relationship between the Consultant and the Ministry, nor will this

Agreement be deemed to constitute a joint venture or partnership between the parties.

o. ASSIGNMENT:

i. This Agreement is not assignable, in whole or in part, by either party without the prior written consent of the other party. Any attempt to undertake such an assignment without the prior written consent of the other party shall be void.

ii. If the Ministry or the Consultant sells its business to another person or firm, such consent will not be unreasonably withheld, conditioned or delayed. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors and assigns, as permitted herein.

p. ATTORNEY'S FEES:

In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled



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to recover reasonable attorney's fees and costs from the other party.

1. TAXES:

The Ministry shall pay the amount of any sales, use, excise or similar taxes applicable to the performance of the Services, if any, or, in lieu of such payment, the Ministry shall provide the Consultant with a certificate acceptable to the taxing authorities exempting the Consultant from payment of such taxes.

r. SEVERABILITY:

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

s. TERMINATION:

- i. If a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate this Agreement by providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.
- ii. The party in default shall have twenty-one (21) business days from the effective date of such notice to cure the default(s). Unless waived by the party providing the notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
- iii. Either party may terminate this Agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach.
- iv. Termination for breach will not alter or affect the terminating party's right to exercise any other remedy for breach.

i. GOVERNING LAW AND DISPUTE RESOLUTION:

- i. The parties shall endeavor in all cases to settle any disputes and misunderstanding which may arise in connection with this Agreement amicably.
- ii. Any dispute arising under this Agreement shall be settled amicably in accordance with its relevant industry rules. Where amicable settlement of any dispute arising from this Agreement cannot be reached, the parties agree that this Agreement shall be governed by and construed and interpreted in accordance with the rules of the International Chamber of Commerce. Both parties agree to submit to Arbitration and be bound by the decisions of the International Court of Arbitration whose ruling shall be final.



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a. **SIGNATORIES:**

This Agreement shall be signed by, for and on behalf of the consultant and by Minister Hon. (Councillor) Cooper W. Kruah for and on behalf of the Ministry of Post and Telecommunications of Liberia and is effective as of the date first written above.

IN WITNESS WHEREOF CONSULTANT and THE MINISTRY have set their hands and seal the day and year first above written.

IN THE PRESENCE OF

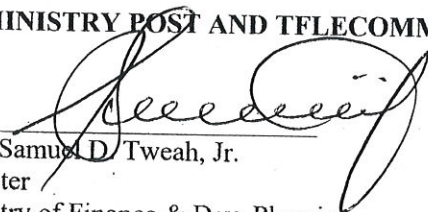
FOR SNOOCODE LIMITED




Mr. Sesinam Dagadu
Chief Executive Officer
Snoocode Limited

FOR THE MINISTRY POST AND TELECOMMUNICATION/GOL

Attestation:




Hon. Samuel D. Tweah, Jr.
Minister
Ministry of Finance & Dev. Planning



(Cllr.) Cooper W. Kruah, Sr
Minister
Ministry of Post & Telecommunications



Attestation:



Cllr. Frank Musa Dean
Minister
Ministry of Justice

\$12.00 Revenue Affixed to the original



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