
FRAME CONTRACT FOR GOODS SUPPLY CONTRACT

No: 01/2022/VTZ-WORKZ/SIMCARDS

Between

**VIETTEL TANZANIA PLC
(HALOTEL)**

And

**WORKZ MEDIA FZ LLC
(THE SELLER)**

CONTRACT

No: 01/2022/VTZ-WORKZ/SIMCARDS

This Contract is made and entered into at Tanzania on the date of 25/03/2022 by and between:

VIETTEL TANZANIA PLC

Address: P.O Box 34716, 10th Floor, Tanzanite Park, Plot No. 38, South Ursino, New Bagamoyo Road, Dar es salaam, Tanzania

Represented by: **Nguyen Tien Dung**

Title: **Acting Managing Director**

(Hereinafter called "HALOTEL")

And

WORKZ MEDIA FZ LLC

Address: Dubai Production City | P.O Box 485043 | Dubai, U.A.E | P +971 4 453 3198

F+971 4 453 4457 | www.workz.com,

Represented by: Tor Malmros

Title: CEO

Hereinafter referred to as the "SELLER")

(Halotel and the Seller are hereinafter referred to individually as the "Party" and collectively as the "Parties")

Now therefore, the parties hereto, in consideration of the mutual covenants herein expressed, agree with each other as follows:

ARTICLE 1: DEFINITIONS

In this Contract, the word herein below set forth shall have the following meanings, unless otherwise stated:

"Seller" Means **WORKZ MEDIA FZ LLC**

Address: Dubai Production City | P.O Box 485043 | Dubai, U.A.E | P +971 4 453 3198 | F +971 4 453 4457 | www.workz.com

"Halotel" Means **VIETTEL TANZANIA PLC**

Address: P.O Box 34716, 10th Floor, Tanzanite Park, Plot No. 38, South Ursino, New Bagamoyo Road, Dar es salaam, Tanzania

- “Parties”** The Seller and Halotel collectively
- “Goods”** Shall mean the deliverables subject to this Agreement at quantities and prices provided in Annex 1 and with the specifications detailed in Annex 2 of this Contract.
- “Day”** Means a calendar day, including weekend and statutory holiday in Tanzania
- “Working Day”** means any day from Monday to Friday excluding local bank and statutory holidays in Tanzania
- “Contract”** means this Contract concluded between Halotel and Seller including all Annexes, which are incorporated in the said Contract in accordance with Article 2, Scope of Contract, as well as any Contract Amendment
- “Contract Amendment”** Means a document duly signed by the Parties by which any alterations, amendments or modifications to the terms and conditions of the Contract shall be introduced in the Contract, pursuant to Article 21 - Modification of Contract
- “Hand-over Certificate”** means a document signed by authorized representatives of both Parties, acknowledging that all deliveries for the Contract have been completed, and that the delivered Goods is checked, and found free from any defects. Hand-Over Certificate shall be issued no later than 30 days from date of completed delivery of goods to Halotel’s premise under the Contract.
- “Defective Goods”** Means Goods which does not perform in accordance with the Specifications
- “Site(s)”** Means the actual location(s) where the Goods are to be delivered.
- “Milestone”** Means the point of time at which the Seller or Halotel shall have performed certain activities or produced certain documents according to the Contract/Purchase Order, as reflected in the respective Time Schedule.
- “Existing System”** Means the Sim cards currently used and operated by the End-user(s)
- “Delivery”** Means the date of the Goods arriving at the destination port

Date”

ARTICLE 2: SCOPE OF CONTRACT

- 2.1. The Seller agrees to sell and Halotel agrees to buy the Goods in accordance with Annex 1 of this Contract (hereinafter called “Goods”), which shall be 100% brand-new, manufactured in 2020, to set up and operate in Tanzania.
- 2.2. The following annexes constitute integral parts of this Contract:
 - Annex 1: Price Summary and Bill of Quantity
 - Annex 2: Technical specification
- 2.3. In the event of any inconsistency between this Contract and other documents, the Contract shall take precedence

ARTICLE 3: PRICE AND TERMS OF PAYMENT:

The total Contract price is covered as up CIF Dar Es Salaam seaport/CIP Dar es Salaam airport, Tanzania under the terms and conditions of INCOTERMS 2010 and its amendments of the International Chamber of Commerce.

The detail price list of this contract is as specified in **Annex 1** of the Contract.

3.1. Taxes and Duties:

The Total Contract price stipulated above is exclusive of Customs fees and duties, costs, charges for import goods, Value Added Tax, Withholding Tax and all other taxes and duties or deductions levied on the supply of Goods or payment herein stipulated, existing today or to be introduced in Tanzania at any time during the term of this Contract; Subject to other terms of this Contract to the contrary; All Taxes, Duties and Levies inside the Territory of Tanzania shall be borne by HALOTEL and all Taxes, Duties ad levies outside Tanzania shall be borne by the Seller.

3.2. Payment terms:

The payment of the Contract Purchase Order/ Shipment Price shall be made by Telegraphic Bank Transfer (T/T)

100% of the contract value shall be paid after 30 days from date of handover of certificate against presentation of Warranty Bond equivalent to 5% of the value of the Contract/Purchase Order/ Shipment.

The Parties agree that HALOTEL shall be entitled to deduct the amount(s) not settled by The Seller to HALOTEL (herein referred to “**Penalty Amount**”) from the amounts due to the Supplier in accordance to this Contract.

Banking information: The Contract price shall be paid to the Seller's Bank Account detailed below:

BANK ACCOUNT DETAILS:

Beneficiary	Full Name:	Workz Media FZ LLC
	Bank:	Citibank N.A.
	Branch:	PO Box 749, Oud Metha Road, Dubai, United Arab Emirates
	Account No.	AE920211000000202997015
	Swift	CITIAEAD
	Currency	United States Dollars (USD)

ARTICLE 4: DELIVERY

4.1. Delivery Terms:

The Seller shall deliver all Goods to Tanzania based on CIF Dar Es Salaam seaport or CIP Dar Es Salaam airport, Tanzania under the terms and conditions in INCOTERMS 2010 and its amendments issued by the International Chamber of Commerce.

4.2. Time and place for delivery:

The Seller guarantee that all Goods as stated in Annex 1 shall be delivered to Dar Es Salaam Port, Tanzania as below schedule from the date of signing the contract by both parties.

- Delivery within 10-12 weeks from T-zero (date of signing the contract, confirmation of laser, BAP approval and input files validation). Supplier to notify the customer of any changes to the schedule caused by global supply chain force majeure (such as global chipset shortage).
- PO1 quantity 1,000,000
- Partial shipment: Not Allowed
- Transshipment: Not Allowed.

4.3. Demurrage:

4.3.1. In case the Seller delays in dispatching of the shipping documents as stipulated in Article 5 due to Seller fault but not Force Majeure, Halotel shall have the right to claim for demurrage arising directly or indirectly due to such late dispatch. The Claim shall be made in writing supported by a copy of legal evidences such as invoices, other vouchers issued by Customs and relevant authorities or any other documents related and the Seller shall have the responsibility to reimburse Halotel that amount upon receiving Halotel's notice within 10 days from the date of receipt the notice issued by Halotel.

4.3.2. Notwithstanding the foregoing, In the event that the Seller delivers the goods in more

than two shipments, all arising costs for custom clearance including customs clearance fee, facility charges, storages (if any) and transportation to Halotel's premises for the exceeding shipment will be borne by the Seller.

ARTICLE 5: PACKING AND NOTICE OF SHIPMENT

5.1. Notice of shipment:

5.1.1. Preliminary shipment data: The Seller shall notify and send to Halotel by fax/email seven (7) days prior to the shipment date of the Goods the following data:

- Contract number:
- Pro-forma Invoice
- Packing List (showing name of goods, quantity, net weight, gross weight, volume, number of packages, Serial Number – if any)
- ETD / ETA
- Port of loading/unloading.
- Serial number (if have)
- Certificate of Origin issued by Seller
- Certificate of Quality issued by Seller
- Other documents related to the goods (if any) requested by the competent authority for importing goods at the arrival port.

5.1.2. Confirmation of shipment: Within 01 day from the date of delivery, the Seller shall notify and send to Halotel by fax/email the following Information/Documents:

- Contract number
- Invoice
- Packing List (showing name of goods, quantity, net weight, gross weight, volume, number of packages)
- Bill of Lading Port of loading/unloading.
- Details of shipping agent.
- ETD/ ETA.
- Serial number (if have)
- Fumigation certification (if using wooden box)
- Other documents related to the goods (if any) requested by the competent authority for importing goods at the arrival port.

5.1.3. The Seller shall send the Originals of the shipping documents to:

Viettel Tanzania PLC,

Address: P.O Box 34716, 10th Floor, Tanzanite Park, Plot No. 38,
South Ursino, New Bagamoyo Road, Dar es Salaam, Tanzania”

Attention to Mr. Ngoc Hoi Tran,

Email: hoitn@viettel.com.vn

Phone: (+255) 625 85 4528

By express courier no later than 10 working days from shipping date. The Documents to be sent include:

- Clean Bill of Lading/copy of Airway Bill, showing consignee as "Viettel Tanzania PLC, Address: P.O Box 34716, 10th Floor, Tanzanite Park, Plot No. 38, South Ursino, New Bagamoyo Road, Dar es Salaam, Tanzania”.
- Commercial invoice signed by the Seller in 02 originals;
- Detail Packing list signed by the Seller in 02 originals;

5.1.4. The Seller shall be responsible for any damage cause due to Seller’s sole fault and/or any additional expenses causes by the lack of reference information and/or absence and/or delay in sending shipping notice and documents by fax, email and by express courier.

5.2. Packing:

Packing must be in accordance with International Export Standard that ensures the safety of the goods during the process of shipping, unloading and domestic transporting to Halotel's premises. All costs related to any damage caused to the Goods prior to handover to Halotel shall be borne by the Seller.

5.3. Label and marking:

On each package, marking should be clearly written in English as follows:

- 1 **Shipper's Name:**
- 2 **Consignee's name:** "Viettel Tanzania PLC, Address: P.O Box 34716, 10th Floor, Tanzanite Park, Plot No. 38, South Ursino, New Bagamoyo Road,”.
- 3 **Contract number:**
- 4 **Destination:** Dar Es Salaam, Tanzania.
- 5 **Number of packages:**
- 6 **Name of goods:** SIM Cards
- 7 **Weight / Measurement (KG) / L x W x H (cm)**
- 8 **Name of Manufacturer/ Exporting country**

ARTICLE 6: QUANTITY AND QUALITY INSPECTION

6.1. All the Goods shall be 100% brand-new, synchronous, unified and manufactured in 2020 as stated in Annex 1 of this Contract.

6.2. Product inspection:

6.2.1. After the arrival of the Product at the seaport/airport of destination, (if necessary) Halotel maybe entrust the inspection of quantity and/or quality to the International Inspection Company.

6.2.2. This inspection shall be done by the representatives of both parties and/or by International Inspection Company at the destination seaport or the End-user's premises in Tanzania. A report thereof shall be issued at the inspection place by any representative parties as an evidence for Halotel to claim against the Seller and/or the insurance company and/or the carrier. The fee to pay International Inspection Company shall be borne by Halotel.

6.2.3. In case of losses-of the Goods, breakage or shortage of Goods and it is proven to be due to the Seller's faults; Halotel shall have the right to request the Seller to immediately supplement/replace the above losses, breakage or shortages within thirty (30) working days from the date of arrival. All related costs and charges relating to supplement/replacement Goods and delivery to the End-user's in Tanzania shall be borne by the Seller.

6.2.4. In case there are damages and losses of the Goods during the transportation, loading and unloading within the insurance period, Halotel shall use International Inspection Company Report to supply to the Insurance Company with related claim documents and to enable the claim against the Carrier.

6.3. Handover and Technical certificate (HOC):

6.3.1. Upon arrival of the Goods at the End-user's warehouse in Tanzania, Halotel shall inform the Seller in writing all the opening inspection details. Representatives of the parties will perform the inspection of the Goods on type of goods, quantity, model, serial number, year of manufacturing, country of origin of the goods in accordance with the shipping documents and Contract at the destination's warehouse.

6.3.2. If the results of the inspection certifies that the Goods are not compliant with the Contract (damaged and/or shortage/difference), Halotel shall inform the seller all details of the damaged Goods and/or shortage of the Goods in writing within 03 days from the date of inspection, the Seller shall repair the damaged Goods or replace the non-

compliant Goods within thirty (30) working days from the date of the written notification. All the fees and costs related to repair/ replacement and shipment of the repaired/replaced goods to the End-user's premise (domestic and/or oversea transport fees, re-export/import duties, custom clearance, etc.) shall be borne by the Seller.

6.3.3. In case of late repair or replacement, the Seller shall indemnify Halotel one percent (1%) per week up to maximum eight percent (8%) on the total value of the delayed repaired/replaced Goods.

6.3.4. If the result of the inspection certify that the Goods are compliant with the Contract, both Parties shall sign the Handover and Technical Certificate within 5 days from the date of completing the inspection of all Goods at the End-user's premise in Tanzania OR at the latest twenty (20) days from the date all Goods arrive at the Delivery point stipulated in Article 4 - Clause 4.2, whichever comes first.

6.3.5. In case Halotel delays to issue the HOC due to Halotel's sole fault within 15 days from the date of completing inspection of all Goods at the End-user's premise in Tanzania, the HOC shall be deemed to be issued.

6.4. **Technical Acceptance Certificate (TAC)**

6.4.1 In case Halotel ensures the ground for the testing, within seven (07) days from the date on which all goods has been delivered and taken into commissioning procedure, Technical Acceptance Certificate (hereinafter called as "TAC") shall be executed by both Parties in which technical parameters shall be indicated in accordance with Annex 2 – Technical Specification.

In case Halotel delays to issue the TAC due to Halotel's sole fault within 15 days from the date of completing inspection of all Goods at the End-user's premise in Tanzania, the TAC shall be deemed to be issued.

ARTICLE 7: LIQUIDATED DAMAGES

7.1. In case of delay in deliveries of Goods by any reasons, the Seller shall inform Halotel by email/fax and express the delay in delivery not later than 3 working days from the agreed due time.

7.2. Except the case of Force Majeure as stated in Article 9 if the deliveries are delayed by the reasons for which the Seller can be held responsibility, Halotel may claim a compensation for liquidated damages of one percent (1%) per delayed week up to a maximum eight percent (8%) on the value of the delayed Goods and the Goods which cannot be put into operation due to such delay.

The liquidated damages are fixed, in full discharge and are the sole sanction.

7.3. If the Seller delays for more than two (02) weeks, the Seller and Halotel shall first discuss the reasons for such delay with aim and intentions to reach a common work-around solution within two (02) weeks. Failure of which, and to the extent that such delay is solely attributable to the Seller, Halotel is entitled to cancel (i) the delayed portion of the Contract or the remaining undelivered part of the Contract or the whole Contract (only in the event that the delay affects the entire the System) and (ii) the Seller shall return the paid advance payment (if any) to Halotel, provided that Halotel has chosen to terminate the whole Contract (refer to Article 10: Termination of the Contract).

Except the case of Force Majeure as stated in Article 9, if any payment is delayed by the reason for which Halotel can be held solely responsibility, the Seller may claim a compensation for liquidated damages of one percent (1%) per delayed month up to a maximum eight percent (8%) on the delayed payment amount.

ARTICLE 8: WARRANTY

The Seller guarantees that:

- 8.1. The Goods supplied under this Contract shall be 100% brand-new, unified and in accordance with the contract.
- 8.2. The Warranty Period for the Goods shall be 12 months from the date of Handover Certificate. Not later than five (5) days after the Technical Acceptance Certificate; The Warranty Bond equivalent to Five (05%) of the total contract value shall be in the form of an unconditional and irrevocable bank guarantee issued in a hard copy or by SWIFT and sent by a reputable Vietnamese bank or international bank having a branch office in Vietnam and accepted by the Buyer naming Halotel as a Beneficiary and any Tanzanian bank as Announcing Bank and the term of the Warranty Bond shall be 12 months from the date of issuance.
- 8.3. For any loss, damage or missing Goods as herein expounded, the Seller shall bear the associated costs for delivery of replacement or missing items within 20 days after receiving the written notice from Halotel.
- 8.4. During the Warranty Period, Halotel shall notify the Seller about any defects and failures on the supplied Goods in writing:
 - 8.4.1. If defects and failures are simple, the Seller shall send the spare parts and accessories to the End-user's premise and guide the End-user how to repair/replace via remote means such as telephone, fax, email, and etc.
 - 8.4.2. If the defects and failures cannot be resolved by Halotel through remote instructions, then within One (01) day from the date of receiving a notice from Halotel, the Seller

shall replace/repair new Goods for the defective goods. The replacement/repairing period shall not exceed 30 working days from the date the Seller receives the notice from Halotel to the date the repaired/replaced Goods is returned to Halotel. Meanwhile, Halotel has the right to be provided with temporary replacement Goods from the Seller until date the repaired defective Goods is returned to Halotel.

- 8.5. All fees and costs related to the repair and replacement for this defective goods including packaging, import/export custom clearance, all transportation freight by air shall be borne by the Seller. If defects, failure and/or shortages to goods supplied; the Buyer shall inform the Supplier to re-place within 15 days by air.
- 8.6. In case of the defects and failures are caused due to Halotel's fault or occurred after warranty expiration, the Seller shall also be responsible for repair/replacement of the defective/damaged goods at Halotel's expenses. The repairing time shall not exceed thirty (30) days from the date the Seller receives the defective Goods from Halotel.
- 8.7. The Seller warrants that any replaced or repaired Goods provided under this Article shall be warranted for one hundred and eighty (180) days from the date of repair or replacement or the remaining of the original expiry date of the Warranty Period, whichever is longer.
- 8.8. If the Seller fails to complete the warranty obligation within the limit days required in this clause, Halotel shall have right to hire contractor to repair or replace the failing goods and the Seller shall indemnify all costs, expenses, damages incurred by Halotel.

ARTICLE 9: FORCE MAJEURE

- 9.1. All events or circumstances which are beyond the reasonable control of HALOTEL and/or Seller (the "Affected Party"), such as war, revolution, insurrection, hostilities, rebellion, riot, civil commotion, earthquake, flood or other natural disaster, fire, explosion, epidemic, strike, (other than those solely affecting the Affected Party) lockout, global chip shortage or other industrial disturbance, blockade, congestion of harbors shall be considered as cases of Force Majeure.
- 9.2. In case of Force Majeure, the parties shall, within 20 days from the date of occurrence/ending of the cause, advise each other of the nature thereof. In this case, the time stipulated for the performance of the obligations should be extended as agreed by both parties.
- 9.3. Notwithstanding the foregoing, neither party shall be excused by reason of Force Majeure from any obligation to pay money/deliver Goods when due hereunder.
- 9.4. Should Force Majeure last for more than one (01) months, the terms and conditions of the

Contract shall be reasonably reviewed and amicably agreed by both parties.

ARTICLE 10: TERMINATION OF THE CONTRACT

10.1. The Contract may be terminated in following cases:

- a) By Mutual Agreement of the parties.
- b) Halotel exercises its right to terminate the Contract due to late delivery of the goods by the Seller in accordance to Clause 7.3.
- c) The Goods delivered do not meet specifications specified in the Annex 3.

10.2. In the event of termination of this Contract due to the default of a party (the "Defaulting Party"), the Defaulting Party shall pay the non-defaulting party a penalty of 10% of the total value of the Contract as the case maybe, the Seller shall refund all amounts to Halotel in case the Contract/a part thereof is early terminated due to the Seller's fault within 10 days from the Seller receiving the written notice from Halotel.

ARTICLE 11: GOVERNING LAW AND DISPUTE RESOLUTION

11.1. This Agreement shall be governed by and construed in accordance to the Law of Singapore

11.2. The Parties undertake to fully perform the terms and conditions as agreed in this Contract in good faith. In the event of any dispute, controversy, difference or claim arising out of or relating to this Contract (the "Dispute"), the Parties will first attempt resolution through negotiation under an amicable arrangement. Any dispute arising in connection with this Agreement, which cannot be resolved through negotiations between the Parties within two (02) months, shall be finally settled under the Rules of Arbitration of the Singapore International Arbitration Centre by one or more arbitrators appointed in accordance with the said Rules. The arbitration will be conducted in Singapore and will be conducted in the English language. In any case, the arbitration panel will take into account contractual conditions and pertinent international trade customs. In accordance with the Rules, the award shall be binding upon the parties".

11.3. Performance of this Agreement will continue during the arbitration process, except for the part being the subject of the Dispute.

ARTICLE 12: DEDUCTIONS FROM THE SELLER'S RECEIVABLE AMOUNT

12.1 The following losses, costs, charges and expenses which payable by the Seller to the Buyer under the Contract may be deducted from the Seller's Receivable amount by the Buyer:

- i. Cost and fees that the Buyer have to pay for the third Party to repair/ replace the defective goods in case the Seller violate its warranty responsibility as stipulated in case

- the Seller fails to repair/replace.
- ii. Liquidated damages and compensation for losses and damages caused by the Seller's fault as Article 4, 6, 7 and 10.
 - iii. Compensation for other losses and damages that is suffered by the Buyer due to faults of the Seller during the contract implementation.
 - iv. All cost, expenses and damages Halotel have been incurred due to the failure of the Seller to perform its obligation under this Contract

ARTICLE 13: EFFECTUATION OF THE CONTRACT

13.1 This Contract shall stand effective upon the signing of this Contract by both Parties.

13.2 This Contract shall be made in three (3) originals, the Seller shall retain one (1) originals and Halotel retains two (2) originals.

FOR AND ON BEHALF OF
VIETTEL TANZANIA PLC



NGUYEN TIEN DUNG
Acting Managing Director

FOR AND ON BEHALF OF
WORKZ MEDIA FZ LLC



ANNEX 1: PRICE SUMMARY AND BILL OF QUANTITY

(In attachment to Contract No: 01/2022/VTZ-WORKZ/SIMCARDS)

No	Purchase Order	Content	Unit	Qty	Unit Price	Total Price	Note
					(USD)	(USD)	
1	PO1	Sim Java 128K SIM CARD 4G/1/2 ISO,3 in 1	Pcs	1,000,000	0.32	320,000	By sea
2	Other POs	Sim Java 128K SIM CARD 4G/1/2 ISO,3 in 1	Pcs	6,500,000	Other POs can be adjusted price and quantity according to the chipset resource which verified by Both parties		By sea
Grand Total (CIF/CIP, Tanzania-Incoterms 2010)						320,000	

Due to global shortage of chipsets, pricing and lead times are subject to change and as such the Parties agree that for the Contract period the lead times and pricing shall be quoted and delivered on a per Purchase Order basis. For the period while the global chip shortage continues, deliveries and prices are on best endeavor basis and penalties do not apply.

The Seller will confirm specific chip allocations at the time of Purchase Order and upon receiving T-zero production elements from Halotel.

FOR AND ON BEHALF OF
VIETTEL TANZANIA PLC



FOR AND ON BEHALF OF
WORKZ MEDIA FZ LLC

