

UNOMENA

Standard Terms of Engagement

2024

1. Service

- 1.1. **Initial engagement:** Following an introductory meeting and in-depth discussions to gather information about the proposed project, we meticulously create a comprehensive scope of work. This document includes detailed timelines and cost estimates to provide you with a clear understanding of the project's parameters. We are committed to ensuring that all your requirements are accurately captured. Additionally, we offer the flexibility of arranging multiple meetings before the project kickoff to address any further questions or concerns. Once the proposal is signed, we initiate the design and/or development phase. To ensure effective communication and progress tracking, we conduct weekly meetings to provide you with updates until the launch date of the project.
- 1.2. **Ongoing maintenance:** After the initial launch of a project, we establish monthly maintenance retainers to ensure its continued success. These retainers allow us to proactively maintain the project, implement new additions, and make updates that align with the growth of your business. To efficiently manage our workflow, we utilize Jira Software, a powerful project management tool. Our team organizes tasks into two-week sprints, ensuring focused and timely delivery. We are committed to transparency and collaboration, which is why we hold weekly client meetings to discuss progress and address any specific requirements. Moreover, we adhere to committed delivery dates for each task, ensuring that you have a clear timeline for project milestones.

We take pride in offering comprehensive services that encompass both the initial engagement and ongoing maintenance, allowing us to deliver exceptional results while accommodating your evolving needs.

2. Financials

To ensure the sustainability of our business, various factors contribute to our operational framework. We would like to provide transparent disclosure of our rates and financial practices as outlined below:

- 2.1. **Hosting:** We charge \$395 per month for hosting. All of our websites are hosted on Amazon Web Services in Frankfurt, European Union, ensuring reliable and secure infrastructure for your online presence.

2.2. **Base fee:** (as of 2024 for new projects and 2025 for existing projects)

A fundamental fee ranging from \$380 to \$760 is meticulously computed to encompass various aspects that transcend hourly billing. It encompasses vital components that contribute indispensably to the seamless execution of your project. This fee incorporates the following factors::

2.2.1. **Monitoring:** Our vigilant monitoring systems diligently track pivotal metrics, including website availability, response times, server health, and other performance indicators. This enables us to promptly detect and resolve any potential issues that may arise, guaranteeing optimal performance and minimizing disruptions.

2.2.2. **One Jira license:** If you require more than one license for your team we will deduct that from the maintenance retainer fee.

2.2.3. **Annual Security and Awareness Training:** In the interest of your safety, our staff undergoes comprehensive security and awareness training on a yearly basis.

2.2.4. **Deployments:** We meticulously handle the deployment of your software across development, quality assurance, and production environments.

2.2.5. **Project management:** Our team diligently engages in daily meetings to ensure effective coordination, and we conduct weekly meetings with you to discuss and align on the progress of your project.

2.3. **Hourly rate:** Our standard hourly rate is \$95. This rate reflects the expertise, experience, and dedication of our team in delivering high-quality solutions tailored to your specific requirements.

2.4. **Invoices:** To ensure a streamlined financial process, we have implemented the following invoicing structure:

2.4.1. **Bespoke Engagements:**

2.4.1.1. **Deposit:** A 50% upfront deposit is mandatory and is to be submitted upon agreement and acceptance of the project scope, or as otherwise specified in the project proposal. The precise deposit amount will be communicated to you in writing.

2.4.1.2. **Final Payment:** The remaining 50% of the project fee is to be settled upon completion of the quality assurance process and prior to the official launch of the project.

2.4.2. **Retainer Engagements:**

2.4.2.1. **Retainer Invoices:** For retainer engagements, invoices will be sent quarterly and in advance. The invoice will outline the retainer fee for the upcoming quarter. The payment is due within the specified payment terms indicated on the invoice.

2.4.2.2. **Ongoing Support and Maintenance:** The retainer fee allows for ongoing support and maintenance of your project during the retainer period. The specific scope of support and maintenance services will be detailed in our agreement or as otherwise communicated to you.

2.4.3. **Payment Terms and Methods:**

2.4.3.1. **Payment Terms:** Unless otherwise agreed upon, payment for all invoices is due within 30 days from the date of the invoice.

2.4.3.2. **Late Payments:** In the event of a payment being overdue, we retain the right to apply compounded interest on the outstanding amount at a rate of 10% per annum, as permitted by relevant laws and regulations.

2.4.3.3. **Payment Methods:** We solely accept payments through wire transfer. Detailed instructions regarding the account details required for the transfer will be provided in our invoices.

2.4.4. **Invoice Disputes:** If you have any concerns or disputes regarding an invoice, please notify us within 30 days of receiving the invoice. We will work with you to resolve the issue promptly and in good faith.

Please ensure that all payments are made in a timely manner to avoid any disruption to our services or engagement. If you have any questions or require clarification regarding our invoicing structure, please contact us.

2.5. **Retainers:** We offer retainer packages starting from a minimum of 20 hours per month. This ensures dedicated availability and support from our team to address your evolving needs promptly and efficiently.

2.5.1. **Unspent Retainer Hours:** If you have any remaining hours from your retainer that have not been utilized, you have the choice to carry them

forward on a monthly basis for up to three consecutive months. After this period, any unused hours will expire. This policy ensures that you have the flexibility to maximize the value of your retainer investment.

- 2.5.2. **Overage Hours:** Any hours utilized beyond the allocated retainer, including those carried over from previous months, will be included in the subsequent quarterly invoice. These additional hours will be clearly indicated as such, allowing for transparent tracking of your usage.

We believe that these financial notes provide clarity and transparency, enabling a mutually beneficial working relationship. Should you have any further questions or require additional information, please do not hesitate to reach out to us.

3. Unomena attribution

We greatly value the opportunity to collaborate with you on your website, and we believe in the importance of showcasing our partnership through the inclusion of our logo on the site. Our intention is to highlight the successful collaboration and the quality of work we have delivered together.

4. Bugs, Billable Issues, Change Requests & Amendments

We understand that bugs in web development can vary in significance, and we acknowledge that responsibility for their occurrence can differ. In this context, a "bug" refers to an unintended and unexpected behavior or functionality of a website or web application. These deviations occur when the actual behavior differs significantly from the specifications provided by the client or the intended behavior defined by the development team. Several factors can contribute to these discrepancies, including incomplete or unclear specifications, unforeseen interactions between different components, external dependencies, or limitations in the development process.

Despite our best efforts to deliver high-quality solutions, the intricacies of web development can pose challenges, and occasional bugs may arise. We believe that this definition recognizes the complex nature of bugs and acknowledges the shared responsibility between the client and the development team. To promote a fair and collaborative working relationship, we outline the circumstances under which issues are classified as bugs, which are non-billable and emphasize our commitment to addressing issues caused by our own actions.

- 4.1. **Non-Billable Bugs:** In instances where a bug is a direct result of our oversight or failure to adhere to the specifications provided by you, the client, we fully

acknowledge our responsibility and will rectify the issue at our own expense. Our commitment is to deliver a high-quality product that aligns with your expectations, and we take any such errors seriously. Rest assured that any bugs resulting from our own actions will not incur any additional cost to you.

- 4.2. **Billable Issues, Change Requests & Amendments:** In the event that an issue arises, which can be attributed to miscommunication by the client, or when a change request or amendment is required, the following policy regarding billing will be enforced:
- 4.2.1. **Identification of Billable Issues:** If an issue is identified, and it can be traced back to a miscommunication by the client, it will be considered a billable issue. The responsibility for clearly conveying requirements and specifications lies with the client. Any misunderstandings resulting from unclear or incomplete instructions will be treated as billable issues.
 - 4.2.2. **Change Requests:** If a change request is made by the client, it will be treated as a billable request. Changes may involve alterations to the agreed-upon scope, features, functionalities, or any other aspects of the project. The time, effort, and other expenses incurred in implementing these changes will be billable to the client.
 - 4.2.3. **Amendments:** In the event that an amendment is required, which includes modifications, additions, or deletions to the existing project deliverables, it will be treated as a billable amendment. The time, effort, and related expenses involved in incorporating these amendments will be billable to the client.
 - 4.2.4. **Billing Process:** All billable issues, change requests, and amendments will be documented and communicated to the client. The client will be provided with an estimate of the additional costs associated with the billable items. Upon client approval, the agreed-upon charges will be included in the next billing cycle or invoiced separately.
 - 4.2.5. **Communication and Dispute Resolution:** It is essential to maintain open and transparent communication regarding billable issues, change requests, and amendments. In the event of a disagreement or dispute regarding billable items, both parties will engage in good faith discussions to resolve the matter. The aim will be to reach a mutually acceptable resolution while maintaining a strong client-vendor relationship.

Please note that this policy is implemented to ensure fair compensation for the time, effort, and resources expended due to client-related factors. It encourages clear and

effective communication to minimize the occurrence of billable issues and to facilitate a smooth project workflow.

5. Confidentiality

Confidentiality Obligation: As your trusted partner, we recognize and prioritize the confidentiality and privacy of all information related to you and your affairs. We undertake to hold in strict confidence any information that we acquire during the course of our engagement with you. This includes, but is not limited to, discussions, documentation, data, and any other proprietary or sensitive information shared with us.

Non-Disclosure: We shall not disclose any confidential information obtained from you to any other person or entity without your explicit consent, except as required by law. We will use the information solely for the purpose of providing services to you and will take all necessary precautions to prevent unauthorized access or disclosure.

Safeguards and Security: We are committed to implementing comprehensive safeguards and best practices to ensure the security and integrity of your confidential information. We will employ appropriate technical, physical, and administrative measures to protect against unauthorized access, loss, or alteration of the information under our control.

Confidentiality Agreements and Ethical Obligations: Our team members are bound by strict confidentiality agreements and ethical obligations to maintain the confidentiality of your information. They understand the importance of trust and discretion in our professional relationship and are committed to upholding the highest standards of confidentiality.

Exceptions: The confidentiality obligation shall not apply to information that: (a) is publicly available or becomes publicly available without any breach of this Agreement; (b) is already in our possession without any obligation of confidentiality; (c) is received from a third party without any restriction on disclosure; or (d) is independently developed by us without reference to your confidential information.

Return or Destruction of Information: Upon the termination or completion of our engagement, at your request or in accordance with applicable laws, we will promptly return to you or securely dispose of any confidential information in our possession, including any copies or extracts thereof.

This Confidentiality clause shall survive the termination or completion of our engagement and shall continue to be binding on both parties.

6. Indemnification

We require that you, as the Client, represent and warrant to us that you are the legal owner of any assets or credentials to which you grant us access. You further represent and warrant that any assets provided to us shall be free from any claims of trade secret, trademark, trade name, copyright, or patent infringement, or any other violations of intellectual property rights belonging to any individual or entity.

You shall undertake the responsibility to defend, indemnify, and hold harmless our company, including our officers, agents, employees, successors, and assigns, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs, including but not limited to reasonable attorney's fees and expenses. This indemnification applies to any and all claims arising out of or related to the Services performed or to be performed under these terms of engagement. This includes, but is not limited to, claims asserting that our access or use of the assets or credentials provided by you infringes upon any trade secret, trademark, trade name, copyright, patent, or other intellectual property right.

7. Limitation of liability

Our total liability to you as our client under these terms of engagement, for all claims, losses, damages, and expenses of any kind (including, but not limited to, direct, indirect, incidental, consequential, special, punitive, or exemplary damages), regardless of the cause of action or legal theory, shall not exceed the aggregate amount of fees paid by you as our client to us under these terms of engagement.

8. Intellectual property

Anything related to your business, remains your intellectual property. Anything related to the technology we employ to render the services to you, remains our intellectual property.

9. Governing law and jurisdiction

Any dispute, difference, controversy or claim arising out of or in connection with this Agreement, including (but not limited to) any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the Brussels International Business Court

10. Disputes and Arbitration

Any unresolved disputes shall be referred to the Agency's President, or a designee, and the owner or an officer of the Client for resolution. Pending resolution, Agency shall continue to perform the Services, and Client shall continue to make payment for the

undisputed items. If no resolution can be reached, the dispute shall be submitted, at Agency's sole discretion, to either 1) small claims court or 2) arbitration. Should the Agency choose to settle a dispute arising out of or in connection with this Agreement to arbitration, then the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The arbitration authority shall be a court of competent jurisdiction in the United Arab Emirates as chosen by the Agency. The arbitration award shall be final and binding on both Parties.

11. Uncontrollable Forces

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement due to any cause beyond its reasonable control, such as strike, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, or earthquake. The delay or failure in performance excused by this shall only be excused for so long as the causes of such excusable delay or failure subsist. The Parties shall resume the performance of their respective obligations upon cessation of the cause of such excusable delay or failure.

12. Successors

This Agreement is binding on all successors, permitted assigns, heirs, executors and administrators of the Parties hereto.

13. Term and Termination

This Agreement shall start as of the Effective Date and shall remain in effect until the completion of the latest milestone. In the event that either party wishes to terminate the engagement, a notice period of one calendar quarter (one billing cycle) is required from both parties. This allows for a smooth transition and ensures adequate time for any necessary handover or completion of ongoing tasks.

13.1. If the retainer is terminated, all fees up to the date of termination must be paid in full. This includes any outstanding invoices or fees for services rendered up to that point. We believe this policy promotes fairness and ensures that both parties fulfill their financial obligations in the event of termination.

13.2. We understand that circumstances may arise where termination becomes necessary, and we are committed to working cooperatively to minimize any potential disruptions and ensure a mutually satisfactory resolution.

14. Website 'handover'

In the event of contract termination with a notice period of two months, we recognize the importance of a smooth transition for your website and its associated assets. To facilitate this transition, we offer the option to compile handover documentation for your new service provider.

- 14.1. The handover documentation will include relevant information, such as the code, database, and media files of the website, allowing your new service provider to effectively assume responsibility for its maintenance and further development. This documentation ensures that the necessary resources and information are readily available to facilitate a seamless transfer of responsibilities.
- 14.2. Please note that the cost for drawing up the handover documentation will be charged at our hourly rate at the time of termination. This ensures that the effort and time spent on preparing the documentation are appropriately compensated.
- 14.3. We believe that providing comprehensive handover documentation is a valuable service that enables a smooth transition and sets a solid foundation for the continued success of your website. If you have any further questions or specific requests regarding the handover process, please let us know, and we will be happy to assist you.

15. Conflict of interest

We are dedicated to upholding the highest standards of confidentiality and ensuring that your work remains confidential and secure. Regardless of any potential conflicts of interest that may arise with clients in the same or similar business as yours, we commit to treating your work with utmost confidentiality and prioritising your best interests. In the event that a conflict of interest does occur, we will promptly inform you and initiate an open and transparent discussion, allowing us to address the situation collaboratively and find a satisfactory resolution. Our commitment to your confidentiality and open communication ensures that you receive the dedicated attention and service you deserve.

16. General

These Terms and Conditions shall apply to all current and future engagements between us, irrespective of whether another copy of these terms is provided.

We reserve the right to modify these Terms and Conditions periodically. In the event of any changes, we shall provide you with an updated and amended Terms and Conditions. You acknowledge and agree that it is your responsibility to review and

familiarise yourself with the latest version of this Agreement to ensure ongoing compliance and understanding of the working relationship.

You shall not assign or transfer your rights or obligations under this Agreement to any third party without our prior written consent. We may assign or transfer our rights and obligations under this Agreement to any affiliated entity or successor in interest without your consent.

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.

AUTHORISATION:

Euan Jonker - Director
For and on behalf of Unomena Limited

Date

ACCEPTANCE:

I, _____ the undersigned, hereby accept the terms laid out in this deed.

Client signature

Date