

CORPORATE INSTALLMENT TERMS CONDITIONS

Devices for purposes of this Offer Letter are communication gadgets and equipment which include handsets, laptops, desktops, tablets, accessories.

We hereby agree to sell to your employees the Devices listed in the attached Schedule 1 (Devices on Offer) on the terms and conditions set out in this letter:

1. Duration of the Letter of Offer

- a) This Letter of Offer comes into effect upon execution by the Company and remains in force unless earlier terminated in accordance with the terms herein.
- b) Any party can terminate this Letter of Offer by giving thirty (30) days' written notice to the other. However, the Company shall in that event, immediately settle all outstanding installments to Safaricom before the lapse of the notice period.

2. Validity of the Offer

- a) The offer contained in Schedule 1 (Devices on Offer) is valid for a period of thirty (30) days from the date of this letter and the Company must have placed the initial order for the Devices within this one month period but in any case the offer will not be extended beyond twenty four months and all orders for the Devices must have been received by Safaricom by the date of acceptance of an acceptance letter.
- b) Subsequent Orders made pursuant to this Letter of Offer shall be subject to any such changes in price and any other terms as may be communicated by Safaricom. Such Offers shall equally be valid for thirty (30) days from the date the Device List availed to the Company.
- c) The Devices available and prices applicable will be updated from time to time and communicated to the Company. Such prices will be valid for thirty (30) days from the date of communication or any other such period as may be communicated by Safaricom in the price offer.

3. Communication with the Company's Employees

It shall be the responsibility of the Company to communicate the offer to its employees and to identify eligible employees for this offer. Safaricom will not enter into any correspondence with the Company's employees on any matter relating to the Company's employee's eligibility to take part in the offer.

4. Contact Persons

The Company will nominate a contact person(s) to liaise with Safaricom on the implementation of this offer. The contact person(s) will be responsible for the distribution of Devices to the Company's employees who have taken up the offer.

5. Placing of Orders

- a) The orders for the Devices shall be by way of original Local Purchase Order (LPO) signed and stamped by the designated representative of the Company setting out the quantity, model and price of the Devices required.
- b) Subject to the set limit, the Company will issue the LPO's for the Devices on a weekly basis or such longer time period as may be agreed upon by the parties.
- c) Together with the signed and stamped Offer Letter, the Company shall provide the following documents and information:-
 - (i) Certified copy of the Certificate of Incorporation or other necessary registration documents;
 - (ii) Certified copy of the PIN and VAT Certificates;
 - (iii) original signed letter on the Company's letter head notifying Safaricom of the Company's authorized signatories and their specimen signatures together with the list and ID/Passport numbers of the persons authorized by the Company to take delivery of the Devices;
 - (iv) Company's Sample LPO;
 - (v) Company's Sample Receipt;
 - (vi) Referee who shall be an existing Post-pay customer of Safaricom;
 - (vii) Two (2) bank Referees;
 - (viii) Company's Bank Account details;
 - (ix) Utility Bill in the Company's name;
- d) Together with the signed and stamped LPO, the Company shall provide a schedule on the company letter head, signed by the contact person and stamped, detailing the following information:-
 - i. Name of individual staff
 - ii. National ID / Passport Number of Staff
 - iii. Safaricom Mobile Number of staff
 - iv. Device to be issued to staff
- e) The Company can only make Orders to the limit of that is approved by our internal Credit team.
- f) The Company may make subsequent Orders only if the previous Order(s) has been settled up to a minimum of 90% and within the agreed terms set out in this Letter of Offer.
- g) Safaricom through its Credit Control department will vet the Company to determine its credit worthiness. In this regard, the Company consents to Safaricom referring to credit reference bureaus for such checks.
- h) Safaricom reserves the right to reject the LPO if it is not satisfied with the Company's credit worthiness.
- i) Safaricom will communicate the status of the LPO through the Contact Person

6. Delivery of Devices

- a) Once the LPO is processed, Safaricom will notify the Contact Person to organize for collection of the Devices from the preferred Safaricom Retail Shop. In the event that Safaricom delivers the Devices to the Company, the Contact Person shall sign the Delivery Note and Pick List for the same.
- b) Companies that do not have existing accounts with Safaricom will be required to make payment of the first installment prior to release of the Devices.
- c) Where the billing cycle requires, the Company may receive the first and second installment Invoice for simultaneous settlement.
- d) The Devices shall only be collected by the authorized persons designated by the Company as above. Such persons must carry their national ID or Passport for verification. Once devices are released to the Company designated person, the same are duly delivered to the Company and the risk in the Devices passes immediately to the Company.
- e) The Devices shall be released to the designated person together with the following documents:
 - (i) A Safaricom Invoice
 - (ii) Pick List which must be signed by the Company in acknowledgement of the Devices and sent back to Safaricom for record within twelve (12) hours of delivery of Devices. The acknowledgement should contain the Company stamp, name and national ID/Passport of the recipient and the original LPO number;
 - (iii) Delivery Note
- f) The Company shall ensure that the employees acknowledge to it receipt of the Devices in writing.

7. Payment for the Devices

- a) Safaricom offers payment for the Devices in installment plans. Currently, Safaricom has two (2) installment plans, namely, twelve (12) and six (6) month plans which are set out in Schedule 1 (Devices on Offer).
- b) Payment for the Devices shall be made by the Company within a maximum period of twelve (12) months or six (6) months in equal monthly installments as set out in Schedule 2 (Payment) without any set off or deduction.
- c) The Company will deduct the cost of the Devices from the wages of employees who have received the Devices at such rate as may have been agreed between the Company and its employees provided that:
 - (i) The total cost of the Device will have been paid to Safaricom in full by the expiration of twelve (12) months or six (6) months, whichever is elected by the Company or such other time as may be communicated by Safaricom from time to time from the date of invoicing for the Devices.
 - (ii) Upon receiving a notice of termination from an employee who received a Device or upon serving such notice on an employee, the Company will deduct any outstanding amount in full from wages of the employee and remit the money deducted to Safaricom.
 - (iii) Notwithstanding the foregoing, the Company will remain liable to Safaricom for the full cost of the Devices delivered irrespective of whether or not the Company will have recovered the cost of the Devices from the Company's employees.
- d) Installment Payment for the Devices shall be made promptly by the Company. Any late payments shall attract a penalty interest of 2% per month on the said installment amount. Such penalty shall be payable with the next installment and shall be deducted in priority from the next payment received from the Company.
- e) The Company may prepay the amounts owed in full after the second installment. In such event, the aggregate of the remaining installments become due and payable.
- f) All payments shall be made as follows:-
 - (i) EFT to Safaricom Bank Account and the Remittance Advice sent to creditacquisition@safaricom.co.ke. The Bank Account Details are set out at Schedule 2 (Safaricom Bank Details)
 - (ii) Cash Payments at any Safaricom Retail Shop and the Company must retain the original Receipt for the same;
 - (iii) Cheques are to be submitted at any Safaricom Retail Shop. The Company will only make Orders against cleared funds. Should the cheque bounce for any reason, the Company shall settle the fees levied thereon by the Bank without prejudice to Safaricom's right to terminate this Letter of Offer and/or pursue other remedies available to it in law.

8. Resources

- a) The Devices are purchased bundled with Safaricom data as set out in Schedule 1 (Device Offer) or any other resources as may be offered by Safaricom from time to time;
- b) The data resource will be uploaded onto individual Devices by Safaricom on a monthly basis for the duration of the installment period.
- c) In the event that the Company prepays the installments, the entire balance of the data resource will be uploaded by Safaricom onto the Devices so prepaid.
- d) The use of the data provided in this installment plan shall be governed by the applicable published Safaricom terms and conditions (www.safaricom.co.ke).
- e) Unless otherwise communicated by Safaricom, any other resources provided in this Plan shall be governed by the applicable published terms and conditions of usage.

9. Product Warranties

Sale of the Devices is subject to the manufacturer's limited warranty and any faulty or defective Devices will be handled in accordance with the manufacturer's limited warranty.

10. Application of Terms

- a) The terms and conditions contained in this letter are the only terms on which on which Safaricom will supply the Devices to employees of the Company and these terms and conditions shall govern our relationship to the exclusion of all other terms or conditions endorsed upon, delivered with or contained in the purchase order or any other document issued by the Company.
- b) The Company acknowledges that the person signing this letter of Offer has authority to do so.
- c) By signing this letter the Company is deemed to have read and understood these terms and conditions and agrees to be bound by them.

11. Governing Law and Dispute Resolution

- a) This Offer Letter shall be governed by and construed in accordance with the substantive laws of the Republic of Kenya.
- b) The parties shall use their best efforts to settle amicably any dispute arising from or in connection with this Agreement or the interpretation thereof.
- c) If the dispute has not been settled pursuant to such amicable dispute resolution within ten (10) days from when the mediation was instituted, any party may elect to commence arbitration. Such arbitration shall be referred to arbitration by a single arbitrator to be appointed by agreement between the Parties. If such agreement is not reached within fourteen (14) days of the notification of a dispute, either party may apply to the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitration of the United Kingdom to appoint a single arbitrator who shall conduct the arbitration.
- d) Such arbitration shall be conducted in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995 or any replacing Act.
- e) To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the Parties hereto.
- f) Pending final settlement or determination of a dispute, the Parties shall continue to the extent possible to perform their subsisting obligations hereunder.
- g) Each party shall bear its own legal and other professional fees and all other expenses incurred in the preparation and presentation of the case. The costs of the arbitrator and any fees charged by the institute in relation to the arbitration shall be shared equally between the parties.

