

JOINT VENTURE AGREEMENT

GoodX International Limited

Registration number 238307

(hereinafter referred to as "GoodX")

and

DynamicNav Systems Limited

Registration number: CPR/2015/216742

(Hereinafter referred to as "DynamicNav")

WHEREAS DynamicNav carries on business as a provider, developer and implementer of information and communication technology services, systems and solutions;

AND WHEREAS GoodX carries on business as a developer and provider of Enterprise Resource Planning (ERP) and Hospital Management Information System (HMIS) software;

AND WHEREAS the Parties are now desirous of entering into an agreement to record the terms and conditions upon which they will make each other's services available to their respective clients in the form of a Memorandum of Understanding.

NOW THEREFORE THE PARTIES AGREE THAT:

1. INTERPRETATION

1.1. In this Agreement, unless clearly inconsistent with or otherwise indicated by the context:

1.1.1. "Addendum A" is the EOI document (signed teaming agreement) attached hereto;

1.1.2. "Addendum B" is the Scope of Works in signed contract attached hereto;

1.1.3. "Addendum C" is the unified Baseline Work Program in signed contract attached hereto;

1.1.4. "the/this Agreement" means the agreement set out in this document and the appendices hereto;

1.1.5. "DynamicNav" means DynamicNav Systems Limited (Registration Number: CPR/2015/216742), a company duly registered and incorporated with limited liability in accordance with the Company Laws of the The Republic of Kenya, herein represented by David Dianga, acting in his capacity as a director of DynamicNav, he being duly authorised thereto;

1.1.6. "GoodX" means GoodX Enterprises (Pty) Ltd (Registration Number: 2005/006231/07),
Initial: DynamicNav Initial: GoodX

a company duly registered and incorporated with limited liability in accordance with the Company Laws of the Republic of South Africa, herein represented by Dr Dirkie Wolvaardt, acting in her capacity as a director of GoodX, she being duly authorised thereto;

- 1.1.7. **"Effective Date"** means the date of signature of this Agreement by both parties;
- 1.1.8. **"the Parties"** means GoodX and DynamicNav collectively and a reference to a "Party" shall mean any one of them, as the context may indicate;
- 1.1.9. **"ERP"** shall mean Enterprise Resource Planning solutions developed, implemented and maintained by DynamicNav in accordance with the Agreement between DynamicNav and the Nairobi Hospital.
- 1.1.10. **"HMIS"** shall mean Hospital Management Information Systems as provided, maintained and further developed by GoodX in accordance with the Agreement between GoodX and the Nairobi Hospital.
- 1.1.11. **"Signature Date"** means the date of signature of this Agreement by the last Party signing;
- 1.1.12. **"Territory"** means the Republic of Kenya and other countries as the opportunity arises;
- 1.2. Any reference to the singular includes the plural and vice versa;
- 1.3. Any reference to natural persons includes legal persons and vice versa; and
- 1.4. Any reference to a gender includes the other genders.
- 1.5. The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.6. Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.7. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Republic of Kenya.
- 1.8. The rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of the Agreement shall not be applicable.

2. DURATION AND TERMINATION

- 2.1. This Agreement shall commence on the Effective Date and shall endure for a period of 5 (Five) years calculated from the Effective Date (the "Initial Period") or as long as The Nairobi Hospital Project Agreement is current.
- 2.2. It is agreed that this Agreement shall not be automatically renewed in writing when a new agreement is reached with The Nairobi Hospital.

3. RELATIONSHIP

- 3.1. The Parties undertake to conduct a joint venture relationship in the Nairobi Hospital software implementation as set out in this Agreement within professional and ethical boundaries acceptable to both of them, it being recorded that it is the intention of the Parties to act in utmost faith toward one another in connection with all matters and things arising out of this Agreement.

4. CONFIDENTIALITY

- 4.1. The parties will at all times utilize their best endeavours to keep confidential, and to ensure that its employees and agents shall keep confidential, any information which it has acquired or may acquire from the other party as a result of giving effect to the terms of this agreement.
- 4.2. Each party has the option to approve or veto the details of a public announcement regarding the fine points or depth of this agreement.
- 4.3. It is recorded that GoodX and DynamicNav by virtue of the terms of this agreement, will come into possession of and may have access to each other's trade secrets and confidential information including, but without limiting the generality of the foregoing, the following matters, all of which are hereinafter referred to as "the trade secrets":
 - 4.3.1. know how, methods and techniques;
 - 4.3.2. the contractual arrangements between all parties and their respective business associates;
 - 4.3.3. the financial details of all parties relationship with their respective business relationship;
 - 4.3.4. the details of all parties financial structure with their respective business associates;
 - 4.3.5. other matters which relate to the business of all parties and in respect of which information is not readily available in the ordinary course of business to a competitor.
- 4.4. Having regard to the facts recorded above, GoodX and DynamicNav undertake that in order to protect the proprietary interests of all parties in their trade secrets:
 - 4.4.1. they will not for the duration of this agreement, or at any time thereafter, either use or directly or indirectly divulge or disclose to others any of both parties' trade secrets;
 - 4.4.2. any written instructions, drawings, notes, memoranda or records relating to both parties trade secrets which are made by them or which come into their respective possession during the period of this agreement, shall be deemed the property of GoodX and DynamicNav respectively and shall be surrendered on demand and in any event on termination of this agreement.

5. DYNAMICNAV'S OBLIGATIONS

- 5.1. DynamicNav shall:
 - 5.1.1. Provide the ERP services as more fully described in clause 3.1 of Addendum B.
 - 5.1.2. Provide first-line support services to the Nairobi hospital for the ERP solution.
 - 5.1.3. Provide the integration between the ERP and the GoodX's HMIS.
 - 5.1.4. DynamicNav will receive an amount as agreed upon in terms of Addendum A
 - 5.1.5. DynamicNav shall defend, hold harmless and indemnify GoodX against any and all claims, liabilities, damages or judgements, including any legal fees, asserted against, imposed upon, suffered and/or incurred by GoodX that arise out of:
 - 5.1.5.1. acts or omissions, including negligence, of DynamicNav or DynamicNav's agents, employees or representatives in the discharge of DynamicNav's obligations in terms of this Agreement;
 - 5.1.5.2. a breach by DynamicNav of its obligations as set out in this agreement;

6. GOODX'S OBLIGATIONS

- 6.1. GoodX will be responsible for:
- 6.1.1. Providing, maintaining and developing the HMIS to the Nairobi Hospital as negotiated and contracted with the Nairobi hospital, a copy of which is available to the Parties.
 - 6.1.2. Provide first-line support services to the Nairobi hospital for the HMIS solution.
 - 6.1.3. Provide the integration between the ERP and the GoodX's HMIS.
 - 6.1.4. GoodX will receive an amount as agreed upon in terms of Addendum A.
 - 6.1.5. GoodX shall defend, hold harmless and indemnify DynamicNav against any and all claims, liabilities, damages or judgements, including any legal fees, asserted against, imposed upon, suffered and/or incurred by DynamicNav that arise out of:
 - 6.1.5.1. acts or omissions, including negligence, of GoodX's or GoodX's agents, employees or representatives in the discharge of GoodX's obligations in terms of this Agreement;
 - 6.1.5.2. a breach by GoodX of its obligations as set out in this Agreement.

7. EXECUTION OF PROJECT

- 7.1. Both parties will be responsible for:
- 7.1.1. The JV Partners have appointed GoodX as the lead implementer. The role of the lead implementer is the Single Point of Contact (SPOC) and coordination of the Project.
 - 7.1.2. Maintaining and managing a single Project Management Office with a unified work program.
 - 7.1.3. Jointly managing the project help desk (1st line and 2nd line support).
 - 7.1.4. Availing experts, developers, integrators, etc. to the project to enable delivery of their scopes of works. This will be at the cost of the JV partner concerned.
 - 7.1.5. Performance Bond/ Security: Both parties shall be enjoined in the provision of the Performance Bond/ Security.

8. CESSION AND ASSIGNMENT

- 8.1. Notwithstanding anything to the contrary contained herein, the Parties shall not be entitled to cede any of their rights or assign any of their obligations in terms of this Agreement to any entity without the specific written consent of the other Party.

9. BREACH

- 9.1. In the event of either Party committing breach of this Agreement and failing to remedy such breach within 7 (Seven) days as directed by the non-defaulting Party in writing after receiving written notice from the non-defaulting Party requiring the defaulting party to do so, then the non-defaulting Party shall be entitled, without prejudice to its other rights in law or in terms of this Agreement, to cancel this Agreement or to claim specific performance of all of the defaulting Party's obligations whether or not such obligations would otherwise then have fallen due for performance, in either event without prejudice to the non-defaulting party's right to claim damages.

Initial: DynamicNav

Initial: GoodX

- 9.2. In the event of the non-defaulting Party instituting legal proceedings against the defaulting Party arising from any breach by the defaulting Party of its obligations in terms of this Agreement, the defaulting Party shall be liable to pay the non-defaulting Party's legal costs of such proceedings on a scale as between Attorney and Client.

10. MISCELLANEOUS

- 10.1. **Warrant of Authority:** Each Party, and the signatories hereto, warrants to the other Party that it has the power, authority and legal right to sign and perform this Agreement and that this Agreement has been duly authorised by all necessary actions of its directors and constitutes valid and binding obligations on it in accordance with the terms of this Agreement.
- 10.2. **Whole Agreement:** This Agreement constitutes the whole Agreement between the Parties as to the subject matter hereof and no Agreement, representations or warranties between the Parties other than those set out herein are binding on the Parties.
- 10.3. **Variation:** No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.
- 10.4. **Relaxation:** No latitude, extension or time or other indulgence which may be given or allowed by any Party to any other Party in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by any Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
- 10.5. **Force Majeure:** Performance under this Agreement shall be excused or postponed to the extent prevented or delayed by fire, explosion, unavoidable breakdown of machinery, government acts or regulations, war (declared or not), or by any other act of God or similar circumstances of any character reasonably beyond the control of and unforeseen by the Party so excused, and subject to the prompt written notice of the Party affected by such force majeure conditions to the other Party stating the nature of such conditions and their expected duration.

11. ARBITRATION

- 11.1. In the event of there being any dispute or difference between the Parties arising out of this Agreement, the dispute or difference shall on written demand by either Party be submitted to arbitration in the Republic of Kenya in accordance with their rules, which arbitration shall be administered.
- 11.2. Any Party to the arbitration may appeal the decision of the arbitrator or arbitrators regarding the Republic of Kenya rules for commercial arbitration.
- 11.3. Nothing herein contained shall be deemed to prevent or prohibit a Party to the arbitration from applying to the appropriate court for urgent relief or for judgement in relation to a liquidated claim.
- 11.4. Any arbitration in terms of this clause (including any appeal proceedings) shall be conducted in camera, and the Parties shall treat as confidential details of the dispute submitted to arbitration,



- the conduct of the arbitration proceedings and the outcome of the arbitration.
- 11.5. This clause will continue to be binding on the Parties, notwithstanding any termination or cancellation of this Agreement.
- 11.6. The Parties agree that the written demand by a Party to the dispute in terms of this clause that the dispute or difference be submitted to arbitration is to be deemed as a legal process to interrupt extinctive prescription.

12. DOMICILIUM CITANDI ET EXECUTANDI

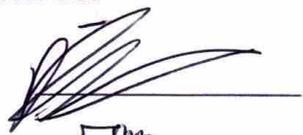
- 12.1. Each of the Parties choose as its domicilium citandi et executandi ("domicilium") for all purposes under this Agreement, whether for the giving of any notice, the serving of any process and for any other purposes arising from this Agreement, as follows:
- 12.1.1. **GoodX:** legal@goodx.co.za and morne@goodx.co.za.
- 12.1.2. **DynamicNav:** ddianga@dynamicnav.com and naomi.muta@dynamicnav.com.
- 12.2. Any notice given by either Party to the other ("The Addressee") delivered by email during the normal business hours of the Addressee shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee at the time of delivery.
- 12.3. Any notice given by either Party to the other ("The Addressee") delivered by email outside the normal business hours of the Addressee shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee at the next business day of the Addressee.

13. GOVERNING LAW

- 13.1. The validity of this Agreement, its interpretation, the respective rights and obligations of the Parties and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined in accordance with the laws of the Republic of Kenya.

THUS DONE and SIGNED at Nairobi on this the 15 day of Aug 2023.

AS WITNESS

1.  For: GoodX International Limited
2.  Chair JV

Who by his/her signature warrants that he/she is duly authorised thereto.

THUS DONE and SIGNED at Nairobi on this the 15th day of Aug 2023.

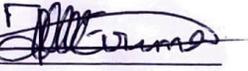
AS WITNESS

Initial: DynamicNav

Initial: GoodX

1. 

For: DynamicNav Systems Limited

2. 

for Dynamic Nav Systems Ltd
Chair JV

Who by his/her signature warrants that he/she is duly authorised thereto.