

## Technical Services and Management Agreement

2 **Risk Management:** City of Hargeisa secures the investment by agreeing that the City refund investors 100% of their total investment should City fail to implement articles mentioned above

### 5: TERM AND TERMINATION

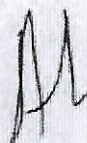
- A. Except as provided in Section 5B hereof, the term of this Agreement shall commence on the first date indicated above and shall terminate at the close of business on the 10<sup>th</sup> anniversary of the date above and shall be automatically renewable for another five years.
- B. Either party may, by delivering written notice thereof to the other party, terminate any or its obligations under this Agreement, effective immediately, if the other party hereto:
  - i. Commits a material breach of its duties, obligations or understandings under this Agreement, which breach is not cured within 90 days following written notice of such breach from the other party.

Any such termination shall be in addition to any other rights or remedies available at law or equity to the terminating party.

Each party hereto agrees to consult in advance with the other party and to bring to the attention of the other party any problems, differences of opinion, disagreements or any other matters that may lead such party to terminate or seek to terminate this Agreement. The purpose and intent of the parties in including this provision is to insure that both parties to this Agreement are made aware of any problems arising out of or relating to this Agreement or the relationship of the parties hereunder so that the parties hereto may, in good faith, consult with one another concerning such problems and, where possible, resolve such problems to the parties' mutual satisfaction, thereby preserving their contractual relationship and goodwill and mutual respect presently existing between the parties to this Agreement.

### 6. FORCE MAJEURE

Any failure or delay in the performance by Service Provider of its obligations hereunder shall not constitute a breach of this Agreement if such failure or delay arises out of or results primarily from fire, storm, flood, earthquake or other acts of God, explosions, wars, insurrections, strikes, work stoppage, slowdowns, epidemic or quarantine restrictions, unforeseen equipment failure or inability to obtain essential raw materials despite commercially reasonable best efforts to do so (the occurrence of any of the foregoing shall be an "Event of Force Majeure").





## Technical Services and Management Agreement

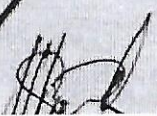
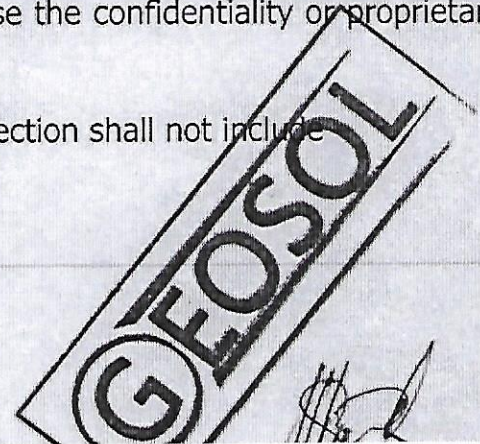
### CONFIDENTIALITY

It is stipulated and agreed that during the term of this Agreement, Service Provider and the city will be in a position to become acquainted with each other's confidential, privileged and proprietary information including, without limitation, identities of suppliers, expenses, pricing techniques and strategies, profits and product line profitability information, existing and future product information, research and development programs, specifications for products, software designs, know-how, trade secrets and other intellectual property, business plans and records, customer names, lists, files and other customer information, budget and financial information and the goals and objectives of the other party, methods, practices and techniques for promoting and marketing products, personnel matters and other confidential processes, formulae or materials regarded by such party as privileged, proprietary or confidential (each parties' respective confidential information is referred to herein as such party's "Confidential Information").

Service Provider agrees that the Confidential Information of the city and the city agrees that the Confidential Information of Service Provider is an integral and key part of the assets of each respective entity and that the unauthorized use or disclosure of the other party's Confidential Information would seriously damage the owner thereof in its business. As a consequence of the above, Service Provider and city hereby agree that, during the term of this Agreement and thereafter:

A. Service Provider and city shall not, directly or indirectly:

- a. Use any of the other party's Confidential Information; or
- b. Divulge, disclose, furnish or make accessible, or cause any person to divulge, disclose or furnish, any aspects of the other party's Confidential Information to any person or entity (other than the other party), except as may be reasonably necessary to perform their respective obligations hereunder, as may be expressly authorized by the other party in writing or as required by law or pursuant to a court order; provided, however, that, prior to any such compelled disclosure, the party whose obligation it is to keep such information confidential shall have given the other party notice of the circumstances relating to such compelled disclosure and an opportunity to seek an appropriate protective order with respect thereto.
- c. Service Provider and city shall each refrain from any action or conduct that might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the other party's Confidential Information.
- d. The term "Confidential Information" as used in this section shall not include information:





## Technical Services and Management Agreement

- i. Which is or becomes available to the public through no act, omission or fault of, and absent any breach of a covenant or obligation hereunder by, the party whose obligation is to keep such information confidential; or
- ii. Which the party whose obligation it is to keep such information confidential may have received lawfully from any third party without restrictions as to disclosure thereof.

### 8. ASSIGNMENT/SUCCESSORS

Neither Party hereto may assign this Agreement or any rights hereunder to any other person, without the prior written consent of the other party hereto. This Agreement shall be binding upon and inure to the benefit of the successors of the parties hereto.

### 9. WAIVER OF BREACH

The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to constitute a waiver of any such provision nor in any way to affect the validity of this Agreement or any part hereof, including the right of any party thereafter to enforce each and every provision. The waiver by any party to this Agreement of any breach or violation of any provision of this Agreement by the other party hereto shall not operate or be construed to be a waiver of any subsequent breach or violation thereof.

### 10. SEVERABILITY

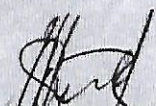
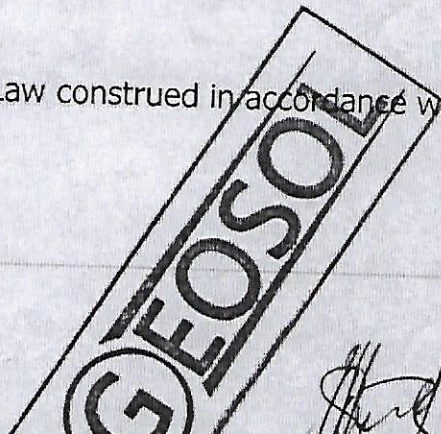
The terms and conditions of this Agreement are hereby deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of the other provisions hereof.

### 11. NOTICES

Any notice contemplated by or required or permitted to be given under this Agreement shall be in writing and sent by email.

### 12. CHOICE OF LAW

This Agreement shall in all respects be governed by the Sharia Law construed in accordance with the laws of the Somaliland.

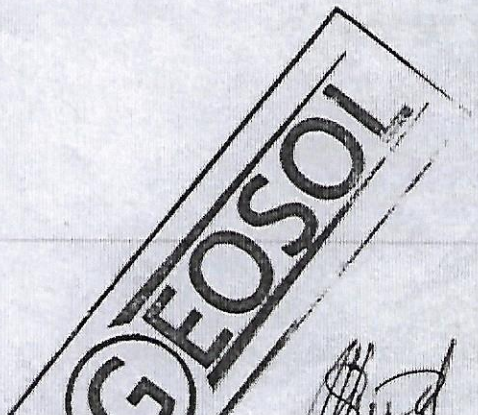




## Technical Services and Management Agreement

### LIABILITY & INDEMNIFICATION

Notwithstanding any other provision of this Agreement, both parties including their employees shall NOT be liable for any losses, costs, liabilities, damages, expenses or claims arising out of or in connection with this Agreement or any of the matters contemplated hereby, except for its or their gross negligence or willful misconduct. Under no circumstances shall GEOSOL or any of its employees be liable for any special indirect, incidental or consequential damages.





## Technical Services and Management Agreement

### CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT; AMENDMENTS

This Agreement may be executed in counterparts in order to provide each party hereto with a fully executed original hereof. In that this Agreement was prepared as a result of negotiation and mutual agreement between the parties hereto; neither this Agreement nor any provision hereof shall be construed against either party hereto as the party who prepared this Agreement or any such provision. This Agreement reflects the complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein. This Agreement may be amended only by a written amendment between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date indicated below.

BY: Mr. Abdirahman Mohamoud Aidid  
FOR: Hargeisa Local Authority  
Title: Mayor of Hargeisa

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



BY: Mr. Abdirizaq Ismail Hassan  
FOR: GEOSOL  
Title: Client Relations Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



### WITNESSESS

Name: Mohamed Hassan Said

Signature: \_\_\_\_\_

Name: Dayib Mukumed Nur

Signature: \_\_\_\_\_