

Terms of Service

General Terms of Engagement for Consulting and Professional Services

Field	Detail	Field	Detail
Version	1.0	Effective Date	1 January 2026
Owner	Board of Directors	Next Review	1 January 2027
Approved By	Board of Directors	Approval Authority	Board Chairman
Contact	info@entropy.ke	Jurisdiction	Republic of Kenya

1. Acceptance of Terms

These Terms of Service (the “Terms”) govern your engagement of Entropy Africa Industries Ltd (“Entropy”, “We”, “Us”, “Our”) for consulting, professional and business process services and your use of our website at www.entropy.ke. By accessing our website, signing a Letter of Engagement with us or otherwise instructing us, you (the “Client”, “You”, “Your”) agree to be bound by these Terms together with the applicable Letter of Engagement.

If you are entering into these Terms on behalf of a legal entity, you represent and warrant that you have the legal authority to bind that entity. These Terms, together with any Letter of Engagement, Statement of Work, Data Processing Agreement and Schedules, form the entire agreement between the parties (the “Agreement”).

2. Definitions

- **Affiliate** means in respect of a party any entity that controls, is controlled by, or is under common control with that party.
- **Applicable Law** means all laws, regulations and binding rules applicable to the parties or the Services.
- **Client Information** means any information provided to Us by You, or by a third party on Your behalf, in connection with the Services.
- **Confidential Information** has the meaning given in Section 12.
- **Deliverables** means the advice, communications, technology, deliverables or other content We provide under a Letter of Engagement or Statement of Work.
- **DPA** means the Data Processing Agreement at Schedule 1 (or otherwise agreed in writing) which applies whenever We process Personal Data on Your behalf.
- **Letter of Engagement / SOW** means a written letter of engagement, statement of work, service level agreement or other order document executed between the parties for specific Services.
- **Personal Data** has the meaning given in the Kenyan Data Protection Act, 2019.
- **Personnel** means a party’s employees, officers, directors, agents and contractors.
- **Report** means any formal Deliverable issued on Our letterhead or otherwise identifiable as being prepared by Us.
- **Services** means the consulting, professional and business process services provided by Us under a Letter of Engagement or SOW.
- **Text form** means a readable declaration on a durable medium, such as an email.

3. Scope of Services

Entropy provides strategic, advisory, technical and business-process services across Africa intelligence and market entry, global team infrastructure management, project implementation and AI-Enabled Business Process

Outsourcing. The specific scope, deliverables, timelines, fees and acceptance criteria for any engagement are set out in the relevant Letter of Engagement or SOW. These Terms are the foundational framework for all such engagements.

4. Provision of Services and Standards

- **Expertise:** We provide advice based on professional experience and on the industry data, regulatory position and circumstances known to Us at the time of the engagement.
- **Standard of care:** We will provide the Services with reasonable skill and care and in accordance with applicable professional standards.
- **Independent contractor:** We act as an independent contractor. Nothing in the Agreement creates a partnership, joint venture, agency or employment relationship between the parties.
- **Personnel:** We are responsible for assigning suitable Personnel. Where the engagement involves placement of talent on Your behalf, the specific placement terms are governed by a separate placement agreement.
- **Subcontracting:** We may engage Affiliates and sub-contractors to assist in delivery. We remain responsible for the performance of any sub-contractor as if performed by Us. Sub-processors processing Personal Data are governed by the DPA.
- **No outcome guarantee:** Consulting involves variables beyond Our control. We do not guarantee specific commercial outcomes, financial gains, market entry success, regulatory approvals or third-party decisions, except as expressly stated in a Letter of Engagement.
- **AI in delivery:** Where We use AI or automated tools in the delivery of Services, We will do so in line with the AI provisions of Section 16.
- **Compliance:** Each party will comply with Applicable Law in connection with the Agreement.

5. Client Responsibilities

To enable Us to deliver the Services, You agree to:

- provide timely, accurate and complete information, resources and assistance reasonably required by Us, including access to systems, records and personnel;
- assign a designated point of contact with authority to make decisions on Your behalf;
- review and respond to Deliverables, drafts and questions within the timelines set out in the Letter of Engagement or otherwise reasonably required;
- ensure that the implementation of any advice or Deliverable complies with Your specific local regulatory environment;
- obtain and maintain any consents, licences or permits required for Us to access and use Your data, systems and premises; and
- be responsible for the accuracy of the information You provide. We will rely on the information You provide and, unless otherwise agreed in writing, will have no responsibility to verify its accuracy or completeness.

6. Deliverables, Acceptance and Reliance

- **Intended use:** Deliverables are intended solely for Your use in accordance with the applicable Letter of Engagement or SOW.
- **Authoritative version:** Only final written Deliverables are authoritative. Oral statements, draft outputs and informal communications are not binding unless confirmed in writing.
- **Drafts:** You may not rely on any draft Deliverable. We are not required to update a final Deliverable in light of events occurring after delivery, unless separately engaged to do so.
- **Acceptance:** Unless otherwise agreed, Deliverables are deemed accepted (a) on Your written acceptance, or (b) on the expiry of ten (10) business days from delivery without notice of a material defect, whichever is earlier.

- **Disclosure restrictions:** You may not disclose a Report to any third party (other than Your professional advisers and Affiliates on a need-to-know basis under equivalent confidentiality obligations) without Our prior written consent. The indemnity in Section 13 applies to unauthorised disclosure.

7. Intellectual Property

- **Our IP:** All methodologies, frameworks, tools, models, templates, software, know-how and underlying intellectual property created or used by Us before or independently of the engagement (“Our IP”) remain Our exclusive property, including any improvements or extensions developed in the course of the engagement.
- **Licence to You:** Upon full payment of fees, You are granted a worldwide, non-exclusive, non-transferable, royalty-free licence to use the final Deliverables for Your internal business purposes.
- **Restrictions:** You may not resell, sub-license, distribute publicly or use as a stand-alone product Our IP or the proprietary frameworks underlying any Deliverable, without Our prior written consent.
- **Your IP:** You retain ownership of all information, materials and intellectual property You provide. You grant Us a non-exclusive licence to use such materials to the extent necessary to provide the Services.
- **Feedback:** Suggestions, feedback or ideas You provide may be used by Us freely without restriction or obligation.

8. Fees, Invoicing and Payment

- **Fees:** Fees are set out in the Letter of Engagement. Unless otherwise stated, fees are quoted exclusive of VAT, withholding tax and other applicable taxes.
- **Invoicing:** Invoices are issued in accordance with the Letter of Engagement and, where the Company is VAT-registered, in compliance with eTIMS.
- **Payment terms:** Invoices are due within thirty (30) days of issuance unless otherwise stated.
- **Currency:** Invoices to international Clients are denominated and settled in the currency specified in the Letter of Engagement, typically USD.
- **Late payments:** Overdue amounts attract interest at one and a half percent (1.5%) per month or the maximum rate permitted by Applicable Law, whichever is lower, accruing from the due date. We may suspend the Services on five (5) business days’ written notice if an undisputed invoice remains unpaid beyond thirty (30) days from the due date.
- **Taxes and withholding:** If You are required by Applicable Law to deduct or withhold any tax, You will gross up the payment so that We receive the amount We would have received absent such deduction or withholding, unless the deduction is a final tax for which We can claim full credit or treaty relief.
- **Reimbursable expenses:** Pre-approved reimbursable expenses (travel, third-party data, software licences procured on Your behalf) are billed at cost on production of receipts.
- **Disputes:** Any dispute relating to an invoice must be raised in writing within fifteen (15) days of receipt. Undisputed amounts remain payable.

9. Data Protection

Each party will comply with the Kenyan Data Protection Act, 2019, the Data Protection (General) Regulations, 2021 and any other applicable data-protection laws. Where We process Personal Data on Your behalf in the course of delivering the Services, We do so as a Data Processor on Your documented instructions and the Data Processing Agreement at Schedule 1 applies. Where the parties act as independent Data Controllers, each party is responsible for its own controller obligations. Personal Data of natural persons who interact with Us is processed in accordance with Our Privacy Policy available at www.entropy.ke/privacy.

10. Confidentiality

Each party (the “Recipient”) will treat all non-public information disclosed by the other party (the “Disclosing Party”) in connection with the Agreement as Confidential Information. The Recipient will (a) use the Confidential Information only for the purposes of the Agreement; (b) protect it with the same degree of care it applies to its own confidential information of similar sensitivity and in any event with reasonable care; and (c) limit access to those Personnel, Affiliates, sub-contractors and professional advisers who need to know and who are bound by confidentiality obligations no less protective than these.

Confidentiality obligations do not apply to information that (i) is or becomes public through no fault of the Recipient; (ii) is rightfully known to the Recipient without obligation of confidentiality before disclosure; (iii) is rightfully received from a third party without restriction; (iv) is independently developed by the Recipient without use of the Confidential Information; or (v) is required to be disclosed by Applicable Law, regulator or court order, in which case the Recipient will, where lawful, give the Disclosing Party prompt notice.

Confidentiality obligations survive termination of the Agreement for five (5) years, except in respect of trade secrets, which remain confidential for so long as they qualify as such under Applicable Law.

11. Non-Solicitation

During the term of the Agreement and for twelve (12) months thereafter, neither party will, without the other’s prior written consent, knowingly solicit for employment or engagement any Personnel of the other who has been materially involved in the engagement. General advertising not specifically targeted at such Personnel, and applications initiated by Personnel themselves, are not breaches of this clause.

In respect of placed talent provided to You under Our Global Team Infrastructure pillar, the specific placement agreement (or buy-out provisions) will govern. Absent a specific placement agreement, a placement fee equal to thirty percent (30%) of the placed individual’s first-year total remuneration applies if You directly engage a placed individual within twelve (12) months of the placement ending.

12. Anti-Bribery, Sanctions and Modern Slavery

- **Anti-bribery:** Each party will comply with all applicable anti-bribery and anti-corruption laws, including the Kenya Bribery Act, 2016 and, where applicable to it, the US Foreign Corrupt Practices Act and the UK Bribery Act 2010. Neither party will offer, give, request or accept any improper financial or other advantage in connection with the Agreement.
- **Sanctions:** Each party represents that it is not, and is not owned or controlled by a person, subject to applicable trade or financial sanctions imposed by the United Nations, the United States, the European Union, the United Kingdom or any other relevant authority. Each party will not, in connection with the Agreement, engage in any activity that would breach such sanctions.
- **AML:** Each party will comply with applicable anti-money-laundering laws, including the Kenyan Proceeds of Crime and Anti-Money Laundering Act, 2009, and will cooperate with reasonable KYC requests.
- **Modern slavery and human rights:** Each party will operate its business in a manner that respects internationally recognised human rights, including prohibitions on forced labour, child labour, modern slavery and human trafficking.
- **Termination right:** Material breach of this Section entitles the non-breaching party to terminate the Agreement immediately on written notice.

13. Indemnification

- **By You:** You will indemnify, defend and hold Us harmless from and against any third-party claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of (a) Your use of the Deliverables in a manner that violates third-party rights or Applicable Law; (b) Your unauthorised disclosure of a Deliverable in breach of Section 6; or (c) materials You provide to Us that infringe third-party intellectual property or violate Applicable Law.

- **By Us:** We will indemnify You from and against any third-party claims that the Deliverables, when used as authorised, infringe a third party's intellectual property rights existing as at the date of delivery, subject to the limitations in Section 14.
- **Procedure:** The party seeking indemnification will promptly notify the other of the claim, give reasonable cooperation and not settle the claim without the other's consent (not to be unreasonably withheld).

14. Limitation of Liability

To the maximum extent permitted by Applicable Law:

- **Cap per engagement:** Each party's total aggregate liability for any and all claims arising out of or in connection with a particular engagement will not exceed the total fees actually paid (excluding pre-approved reimbursable expenses) by You for that engagement in the twelve (12) months preceding the event giving rise to the claim.
- **Default cap:** If no specific liability limit is stated in a Letter of Engagement, each party's total aggregate liability will not exceed one hundred percent (100%) of the total fees agreed for the engagement.
- **Excluded losses:** Neither party is liable for any indirect, incidental, special, consequential or punitive losses, including loss of profits, revenue, business opportunity, goodwill, data or anticipated savings.
- **Unlimited liability:** Nothing in the Agreement limits or excludes liability for (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any liability which cannot be limited or excluded by Applicable Law; (d) the indemnities in Section 13; © breach of confidentiality; or (f) Your obligation to pay undisputed fees.

15. Insurance

We maintain professional indemnity insurance, public liability insurance, directors and officers liability insurance and cyber liability insurance sized to Our operating profile. Evidence of cover can be made available on reasonable request, subject to confidentiality.

16. Use of Artificial Intelligence in Service Delivery

We operate an AI-Enabled Business Process Outsourcing pillar and may use AI tools in the delivery of Services. The following provisions apply:

- **Disclosure:** We will inform You where AI materially supports a Deliverable. AI is not used to make solely automated decisions producing legal or similarly significant effects on identifiable natural persons in connection with the Services.
- **Human review:** All Deliverables materially supported by AI are reviewed by qualified Personnel before issuance.
- **Data handling:** We will not enter Your Confidential Information or Personal Data into a publicly available generative AI tool that uses inputs for model training, without Your prior written consent and the protections of the DPA.
- **No warranty on AI:** AI-supported outputs may contain inaccuracies. We do not warrant that AI-generated content is free from error. You should not rely on AI-generated content as a substitute for professional advice tailored to Your specific circumstances.
- **Your use of AI:** If You input Our Deliverables into a generative AI tool, the licence to use Our Deliverables in Section 7 does not extend to training of third-party AI models without Our prior written consent.

17. Force Majeure

Neither party is liable for delay or failure to perform (other than the obligation to pay) caused by an event beyond its reasonable control, including acts of God, war, terrorism, civil unrest, pandemic, government action, embargo, prolonged failure of the internet or essential utilities, or large-scale third-party cyber-attack. The affected party will

notify the other promptly and use reasonable efforts to mitigate. If a force majeure event continues for more than ninety (90) days, either party may terminate the affected engagement on written notice without liability.

18. Termination

- **For convenience:** Either party may terminate an engagement for convenience on thirty (30) days' prior written notice.
- **For breach:** Either party may terminate immediately on written notice if the other party (a) commits a material breach which, if capable of remedy, is not remedied within fifteen (15) business days of written notice; or (b) becomes insolvent, enters into administration, suspends payment of its debts or a similar event occurs.
- **Immediate termination by Us:** We may terminate immediately if We reasonably determine that continued performance would breach Applicable Law, professional obligations or would create a conflict of interest, or if You breach Section 12 (Anti-Bribery, Sanctions and Modern Slavery).
- **Effect:** On termination, You will pay all Services performed and pre-approved expenses incurred up to the date of termination. Sections 6 (Disclosure), 7 (IP), 10 (Confidentiality), 11 (Non-solicitation), 12, 13, 14, 15, 19, 20, 21 and any other clause that by its nature should survive, will survive termination.

19. Conflicts of Interest

We will disclose to You any actual or potential conflict of interest in respect of an engagement as soon as We are aware of it. We may continue to act for other Clients in the same industry, including Your competitors, provided that We maintain appropriate information barriers and do not act in breach of Our obligations to You. Either party may terminate the engagement under Section 18 in the event of an unresolved material conflict.

20. Governing Law and Dispute Resolution

- **Governing law:** The Agreement is governed by and construed in accordance with the laws of the Republic of Kenya.
- **Escalation:** Any dispute will first be raised in writing and the parties will attempt resolution through good-faith negotiations at senior-executive level within thirty (30) days.
- **Mediation:** Failing resolution, the dispute will be referred to mediation in Nairobi under the Mediation (Pleading and Other Procedures) Rules or another mutually agreed mediation framework. The mediator's fees are shared equally.
- **Arbitration option:** For cross-border engagements with an international Client, the parties may agree in the Letter of Engagement to refer any unresolved dispute to arbitration in Nairobi under the Nairobi Centre for International Arbitration (NCIA) Arbitration Rules, by a sole arbitrator, in the English language, with the seat of arbitration in Nairobi.
- **Courts:** Where arbitration is not agreed, the parties submit to the exclusive jurisdiction of the courts of Kenya, subject only to the right of either party to seek interim or injunctive relief in any court of competent jurisdiction.

21. Miscellaneous

- **Entire agreement:** The Agreement constitutes the entire agreement between the parties and supersedes all prior understandings.
- **Order of precedence:** In case of conflict, the order of precedence is (a) the Letter of Engagement or SOW; (b) the Data Processing Agreement; (c) these Terms; (d) any other Schedule.
- **Amendments:** Amendments to the Agreement must be in writing and signed by both parties. We may amend these Terms by giving thirty (30) days' notice; the updated version applies to new Letters of Engagement signed after the effective date.

- **Assignment:** Neither party may assign the Agreement without the other's prior written consent, except that We may assign to an Affiliate or in connection with a corporate reorganisation, sale of business or merger, on notice.
- **Notices:** Notices must be in writing, in English and given by email or registered post to the addresses specified in the Letter of Engagement; notices to Us are also sent to info@entropy.ke.
- **Severability:** If any provision is held invalid or unenforceable, the remainder of the Agreement remains in force, and the invalid provision is reformed to the minimum extent necessary.
- **No waiver:** Failure or delay in exercising a right is not a waiver of that right.
- **No third-party rights:** Subject to the Contracts (Privity) provisions of Applicable Law, no person other than the parties has any right under the Agreement.
- **Counterparts and electronic signature:** The Agreement may be executed in counterparts and by electronic signature, each of which is an original and together constituting one instrument.
- **Survival:** Provisions intended to survive (see Section 18) survive termination.

Schedule 1 — Data Processing Agreement (Outline)

Where Entropy processes Personal Data on behalf of the Client in the course of providing the Services, the parties agree the following data-processing terms. A bespoke DPA may be executed for specific engagements; where no bespoke DPA is executed, this outline applies.

1. Roles

In respect of Personal Data processed by Us in the course of the Services for which You determine the purposes and means, You are the Data Controller and We are the Data Processor.

2. Subject matter and duration

The subject matter, nature, purpose, duration, categories of Personal Data and categories of Data Subjects are described in the relevant Letter of Engagement or SOW.

3. Processor obligations

- We process Personal Data only on Your documented instructions, including in respect of cross-border transfers, unless required by Applicable Law (in which case We will inform You unless prohibited).
- We ensure that Personnel authorised to process Personal Data are bound by confidentiality.
- We implement appropriate technical and organisational measures sized to the risk, including access controls, multi-factor authentication, encryption in transit and at rest where reasonable, secure development, logging and incident response.
- We engage Sub-Processors only with Your prior general or specific written authorisation, under back-to-back data-protection terms; a current list of Sub-Processors is available on request.
- We assist You in responding to Data Subject requests, in meeting Your breach-notification, DPIA and prior-consultation obligations and in demonstrating compliance.
- We notify You of any Personal Data Breach affecting Your Personal Data without undue delay, and in any event within 24 hours of becoming aware of it.
- At the end of the engagement, We return or delete the Personal Data at Your option, subject to legal retention requirements.
- We make available all information necessary to demonstrate compliance and allow for and contribute to reasonable audits on reasonable prior notice and subject to confidentiality.

4. Cross-border transfers

Where We transfer Personal Data outside Kenya in providing the Services, We do so only on a lawful ground under Sections 48 and 49 of the Data Protection Act, 2019 and, where appropriate, under standard contractual clauses or equivalent safeguards.

5. Liability

Liability for breach of this Schedule is governed by the limitation of liability provisions in Section 14 of the Terms, except where Applicable Law requires otherwise.

Approval

This Policy has been reviewed and approved by the Board of Directors of Entropy Africa Industries Ltd as a binding policy of the Company. It is effective from the date stated below and remains in force until superseded by a subsequent Board-approved version.



George Jilani
Chairman, Board of Directors Entropy Africa Industries Ltd
Effective Date: 1 January 2026