



ONLINE BRAND MANAGEMENT CONTRACT

This is a legally binding, written agreement entered into by Bustani Technologies, the contractor, and Dincom Ltd, the client, for the provision of online brand management services for its restaurant chain, trading under the brand name Kula Korner, as herein described and with the scope of the work as detailed below.

The terms of this contract are effective as of the date of signing and shall continue for the period stipulated in the contract. Either party may terminate this agreement with a written notice, through registered mail, if the other party is in material breach of this agreement or upon the written mutual consent of both parties.

Bustani Technologies shall provide the following services:

Creation and Management of a Splash Page

Bustani shall design and develop a simple page informing the client's site visitors about the new website alignment. The page should allow visitors to:

1. Visit the old site
2. Sign up for updates
3. Follow Kula Korner on the various social media channels
4. Leave comments, feedback or/and questions

Online Branding Strategy Development

Bustani will develop an online branding strategy for Kula Korner. The strategy will contain goals, tactics and measures to be used when branding using the various online platforms.

Management of Kula Korner Social Media Profiles

Bustani will create social media profiles for Kula Korner based on the strategy plan. Bustani will be in charge of the management of these profiles for the stipulated periods. Bustani will also provide periodic reports as stated in the terms of reference.

Analytics and Reporting on State of the Online Platforms

Bustani will periodically analyse the state of the various online platforms owned by Kula Korner and provide periodic reports as stipulated in the terms of reference.



Terms of Reference

Measures of Success

The following key metrics will be used to measure the level of success for the above undertaking:

- Number of visits on the website
- Number of fans on Facebook
- Number of followers on twitter

The minimum acceptable numbers for the above metrics will be:

- Number of visits on the website = **1000 per day** by end of first month
- Number of Facebook Fans = **500 Fans** by end of first month
- Number of Twitter Followers = **200 Fans** by end of first month

The above measures shall be taken into account at the end of the stipulated contract time.

Project timelines

The project shall last for 6 months from the date of signing the contract. The client and contractor shall review the terms of the contract based on the performance after 3 months.

The detailed timelines for the project shall be contained in the project plan. The client shall approve the project plan presented by the contractor before its effective use.

Reports and Meetings

Bustani shall provide weekly reports of all the online platforms. The reports shall be submitted on **Mondays at 2.00 p.m.** is through email.

For the first 2 months, weekly meetings shall be organized between the various stakeholders (Kula Korner Management, Bustani Technologies Representatives and other interested parties) to discuss the status of the Kula Korner online branding initiatives and deliberate on the way forward. The meeting shall be on **Mondays at 3.00 p.m.** at the Kula Korner, Hurlingham Restaurant, unless otherwise stated.

The client and the contractor shall agree on the frequency of meetings after the above period.

Payment Terms

Dincom Ltd shall pay Bustani Technologies Ksh. 50,000 on for the services of development of a splash page and strategies for online marketing. A monthly charge (retainer) of Ksh. 10,000 shall be paid for online platform management services.

Kula Korner shall pay 50% of the service charge at the signing of the contract and the remaining 50% at the end of the project as stipulated above.

The monthly service charge shall be payable at the end of each month.



Authorization

The client, Dincom Ltd, has authorized Bustani Technologies to perform the above mentioned tasks on their behalf. The client hereby authorizes Bustani Technologies access to its web servers, create online profiles and transact on their behalf. The client will also provide Bustani with important information necessary to perform the tasks assigned.

Confidentiality and Proprietary Information:

The recipient of any confidential information will not disclose that information to any third party without the owner's written consent. The recipient will exercise rights and fulfil obligations under this Agreement and keep the confidential information confidential.

The recipient can only disclose confidential information when required by law after giving the discloser reasonable notice and the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure.

The same shall apply to all proprietary works disclosed.

Warranties and Liability

Kula Korner agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the service providers' platforms nor Bustani Technologies. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy.

Kula Korner hereby agrees to indemnify and hold harmless Bustani Technologies from any claim resulting from the Bustani Technologies' publication of material or use of those materials.

It is also understood that Bustani Technologies will not publish information over the Internet which may be used by another party to harm another. Bustani Technologies reserves the right to determine what is and is not abusive and unethical.

Indemnification

Client also agrees to defend, indemnify and hold harmless Bustani Technologies against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site and other online platforms. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

Rights Upon Termination of Agreement

Bustani Technologies shall transfer, assign and make available to the client all property and materials in Bustani Technologies' possession or subject to Bustani Technologies' control that are the property of Client, subject to payment in full of amounts due pursuant to this Agreement

Bustani Technologies also agrees to provide reasonable cooperation in arranging for the transfer or approval of third party's interest in all contracts, agreements and other arrangements with



advertising media, suppliers, talent and others not then utilized, and all rights and claims thereto and therein, following appropriate release from the obligations therein.

In the event the Client terminates this contract by registered letter within 30 days, 50% of down payment will be refunded. Work completed shall be billed at based on the charge of the associated tasks, and deducted from 50% of the down payment, the balance of which shall be returned to the Client.

If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the Client shall be liable to pay for all work completed.

Refund request must be submitted by registered letter to Bustani Technologies.

Default

In the event of any default of any material obligation by or owed by a party pursuant to this agreement, then the other party may provide written notice of such default and if such default is not cured within ten (10) days of the written notice, then the non-defaulting party may terminate this agreement.

Notices

Any notice required by this agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

Laws Affecting Electronic Commerce

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The Client agrees that the Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Bustani Technologies and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce.

Ownership to Web Pages and Graphics

Copyright to the finished assembled work of web pages and graphics produced by Bustani Technologies shall be vested with the Client upon final payment for the project. This ownership is to include, design, photos, graphics, source code, work-up files, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this project.

Rights to photos, graphics, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. Bustani Technologies and its subcontractors retain the right to display all designs as examples of their work in their respective portfolios.

Litigation

Any disputes arising from this contract will be litigated or arbitrated in Nairobi, Kenya. This agreement shall be governed and construed in accordance with the laws of the Kenya.



Undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business. This Agreement constitutes the entire understanding of both parties. Any changes or modification thereto must be in writing and signed by both parties.

By signing below, you agree to the terms stipulated in this contract.

Raphael Owino
Business Development Manager
Bustani Technologies

Dominic Kosen
Managing Director
Dincom Ltd.

Sign: _____

Sign: _____

Date: _____

Date: _____

On behalf of:

Bustani Technologies
P.O. Box 62902 – 00200,
Nairobi, Kenya.

Dincom Ltd.
P.O. Box 25344 – 00603,
Nairobi, Kenya.