2025

MEDAL
DEVELOPMENT CONSULTANTS

COLLABORATION AGREEMENT

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Collaboration Agreement

This agreement is entered into on Thursday, the 9th of October 2025 between:

1. Al-Wisam For Consultation LLC (MEDAL), which holds the National Number (20088608), **Address:** Al-Khair Complex 6, Sahl Bin Haroun Street, Al-Rashid, Sports City, Amman – Hashemite Kingdom of Jordan, **Tel:** +962 791960065, represented for the purposes of this Agreement by Dr. Rana Al-Akhal / the Founder and Managing Director of the company, hereinafter referred to as the **"First Party".**

2. East African Business & Investment Advisory Council (EABIC), **Address:** P.O. Box 6454
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The First Party and Second Party are each a "Party" and together the "Parties".

Whereas the parties desire to establish a collaborative relationship to jointly identify, bid for, and implement projects in the geographies where either Party operates or is eligible to contract, and to leverage their respective expertise for proposal development and co-delivery, the Parties agree to the terms and conditions of this Agreement as follows:

1. Purpose of the Agreement

The Parties intend to collaborate on joint business development, proposal preparation, and implementation of consulting, capacity building, business advisory for MSMEs and Investors, and related projects to the Parties mandate in the geographies where either Party operates or is eligible to contract, including but not limited to Jordan, the MENA region, Rwanda and the rest of East Africa.

2. Scope of Collaboration

Subject to specific written agreements per opportunity, the Parties intend to collaborate in the following areas:

- Diagnostic and profiling of SMEs in Rwanda and other East African Countries in relation to readiness to investment
- Conduction of Gender Diversity Management Assessments for SMEs
- ESG and Sustainability planning
- Collaborate in identification, qualification, and pursuing opportunities (tenders, grants, subcontracts);
- Co-design and submit proposals and expressions of interest;
- Allocate delivery roles for awarded projects, including prime/subcontractor or co-contractor structures as applicable to the funding rules;
- Refer work to one another and co-market services when mutually agreed.

3. Governance & Ways of Working

- **Focal Points:** Each Party will designate a primary and secondary focal point responsible for coordination under this Agreement.
- **Cadence:** The focal points will maintain regular communication and, at minimum, hold a monthly virtual coordination meeting to review pipeline, bids in progress, and live engagements.
- **Opportunity Protocol:** For each opportunity, the Parties will sign a project-specific joint venture agreement, subcontract, or co-implementation agreement setting out definitive terms, and agree on lead bidder, bid/no-bid decision, client relationship owner, proposal roles, price strategy, cost-share, and responsibilities with key dates.
- **Quality Assurance:** The Parties will apply mutually agreed QA standards, including document version control, peer review, and compliance checks required by the contracting authority.

4. Proposal Development & Pricing

- **Lead and Ownership:** The lead contractor as specified and agreed upon in the joint venture of an opportunity will normally serve as bid lead unless the Parties agree otherwise.
- **Pricing and Cost Share:** Pricing will be jointly developed. Internal day rates, reimbursables, and contribution margins per Party will be agreed in writing by the Parties for each opportunity.
- **Key Personnel:** Each Party may propose experts from its bench. Curriculum vitae and LoE allocations will be approved in writing before submission.
- **Non-circumvention:** For any jointly pursued opportunity agreed in writing between the Parties, the Parties will not circumvent one another in approaching the client for the same scope during the bid and, if awarded, for the duration of performance, except by mutual written consent.

5. Branding, Communications & Use of Names

- **Logos and Names:** Neither Party may use the other's name or logo for public communications, marketing, or proposals without prior written consent, except where both logos are required in a joint bid or project and the Parties have agreed on the placement and context.
- **Publicity:** Press releases or public announcements concerning joint activities require prior written approval from both Parties.

6. Intellectual Property & Work Products

- **Background IP:** Each Party retains all right, title, and interest in the intellectual property it owned prior to this Agreement or developed independently without use of the other Party's Confidential Information.
- **Project IP:** Ownership and licensing of deliverables created under a specific project will follow the client contract. Where the client contract is silent, jointly created work products will be jointly owned, and each Party will have a royalty-free, worldwide, non-exclusive right to use such work products for internal purposes and future engagements, subject to confidentiality and client restrictions.
- **Tools and Templates:** Unless otherwise agreed, tools and templates contributed by a Party remain that Party's IP; any modifications during a project will be licensed back to the contributing Party on a non-exclusive basis.

7. Data Protection & Information Security

- **Compliance:** Each Party will comply with applicable data protection and privacy laws and any client-imposed requirements.
- **Processing on Behalf:** If one Party processes Personal Data for the other, it will act on documented instructions, ensure confidentiality, apply appropriate safeguards, and return or delete the data at the end of the engagement. A separate data processing agreement may be signed if required.
- **Security:** Each Party will maintain reasonable administrative, technical, and physical safeguards appropriate to the nature and sensitivity of information processed and will require its personnel and suppliers engaged for joint work to do the same.
- **Incidents:** Each Party will notify the other without undue delay of any security incident that materially affects the other Party's information used for joint work and will cooperate to investigate and mitigate.

8. Confidentiality

- **Definition:** "Confidential Information" means any non-public information disclosed by a Party that is marked or reasonably understood to be confidential.
- **Obligations:** The receiving Party will use Confidential Information solely to perform under this Agreement, protect it with the same care it uses for its own confidential information, and not disclose it except to personnel with a need to know and under obligations of confidentiality.
- **Exclusions and Compelled Disclosure:** Standard exclusions apply. If compelled by law to disclose, the receiving Party will give prior notice where legally permitted.
- **Survival:** Confidentiality obligations survive for three years after expiry or termination, or longer where required by law or client contracts.

9. Compliance & Ethics

- **Anti-corruption and Sanctions:** The Parties will comply with anti-bribery, anti-money laundering, and applicable sanctions laws and will maintain policies and training for personnel.
- **Safeguarding and DEI:** The Parties commit to safeguarding, equal opportunity, and non-discrimination, and to promptly report and address safeguarding concerns in joint work.
- **Conflicts of Interest:** Each Party will disclose any actual or potential conflicts and cooperate to mitigate them.

10. Liability & Indemnification

- **Mutual Indemnity:** Each Party will indemnify and hold harmless the other Party against third-party claims to the extent arising from the indemnifying Party's negligence, willful misconduct, or breach of this Agreement.
- **Limitation:** Neither Party is liable for indirect or consequential damages, loss of profit, or loss of business, except to the extent prohibited by law or arising from breach of confidentiality, IP infringement, or data protection obligations.

11. Term of Agreement

- **Term:** This Agreement commences on the Effective Date and continues for two years. It will renew automatically for successive one-year periods unless either Party gives 90 days' written notice of non-renewal.
- **Termination for Convenience:** Either Party may terminate for convenience with 90 days' written notice. Ongoing bids or projects will continue until completion unless the Parties agree otherwise.
- **Termination for Cause:** Either Party may terminate with immediate effect for a material breach not cured within 30 days of written notice.

12. General Provisions

- **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and cancels any prior written or oral agreements.
- **Amendments:** This Agreement may not be amended except by a written agreement signed by both Parties.
- **Severability:** If any provision of this Agreement is deemed invalid or legally unenforceable, the remaining provisions of the Agreement shall remain valid and fully enforceable.
- **Appendices:** This Agreement includes an appendix for each Party that includes scanned copies of the original basic company documents, namely: the registration certificate, operating license, and tax certificate.
- **Governing Law and Dispute Resolution:** This Agreement is governed jointly by the Trade MoU signed between Jordan and Rwanda in the Joint Jordan-Rwanda joint committee meeting and Business Forum in Kigali signed on October 8, 2025 and its later articulations and annexes the international business standard regulations and recognized arbitration bodies. Disputes will be resolved by good-faith negotiation between focal points, then senior management, and if unresolved, by [court jurisdiction or arbitration rules to be selected].

13. Approval & Acknowledgment

By signing below, the Parties acknowledge that they have read, understood, and agreed to all the terms of this Agreement.

First Party:

Company Name: Al-Wisam For Consultation LLC (MEDAL)

Represented By: Dr. Rana Al-Akhal

Position: Founder and Managing Director

Signature:

Date: 9th October 2025

Second Party:

Company Name: East African Business & Investment Advisory Council (EABIC)

Represented By: Mr. John Bosco Kalisa

Position: Founder and CEO

Signature:

Date: 9th October 2025