WINLIUM LIMITED

Winlium ERP Software Licence and Subscription Agreement

Version 1.0 | Effective 1 December 2026 | www.winlium.com

Please read carefully

This Agreement applies to every paid Winlium ERP subscription from 1 December 2026. By signing an Order Form, paying a Winlium invoice, clicking to accept, or using Winlium ERP under a paid subscription, your business agrees to it. **All Fees are non-refundable once paid (Clause 5).** Please note in particular the clauses on account security (Clause 9), Deployment Partners (Clause 7) and limitation of liability (Clause 15).

1. About this Agreement

1.1 This Software Licence and Subscription Agreement (the **"Agreement"**) is made between **Winlium Limited**, a private company limited by shares incorporated in the Federal Republic of Nigeria with RC No. 9867443, whose office is at Endless Home, Beside Landwey Building, Off Lekki-Epe Road, Sangotedo, Lagos (**"Winlium"**, **"we"**, **"us"**), and the business that subscribes to Winlium ERP (the **"Customer"**, **"you"**). Winlium and the Customer are each a **"Party"**.

1.2 This Agreement governs every paid subscription to Winlium ERP that starts on or after **1 December 2026**, including subscriptions taken up by businesses that participated in Winlium's free pilot programme once their pilot period ends. It is a standard agreement that applies to all customers in the same way.

1.3 The Customer accepts this Agreement, and is bound by it, by doing any of the following, whichever happens first: signing or accepting an Order Form; paying any invoice issued by Winlium; clicking to accept this Agreement; or accessing or using the Platform under a paid subscription. Acceptance by electronic means is valid and binding, and the Parties agree that electronic records and signatures may be relied on as evidence under the Evidence Act 2011.

1.4 The individual who accepts this Agreement for the Customer confirms that they are authorised to bind the Customer. If they are not, they are personally responsible for the Customer's obligations under this Agreement.

1.5 Where a Customer has a separate written agreement with Winlium, signed by both Parties, that expressly states it replaces this Agreement, that agreement prevails to the extent of any conflict.

2. Definitions

2.1 In this Agreement:

"Authorised User" means an individual whom the Customer allows to access the Platform under a Full User, Limited User or Free User licence.

"Customer Data" means all data, including personal data, that the Customer or its Authorised Users enter into, upload to or generate through the Platform, and all reports and outputs derived from it.

"Deployment Partner" means an information technology company appointed by Winlium as an Implementation Partner under the Winlium Partner Program and certified to implement the Platform.

"Documentation" means Winlium's user guides, help content and technical material for the Platform, as updated from time to time.

"Fees" means all amounts payable by the Customer under this Agreement, including licence, server, support, add-on, implementation and integration fees.

"Free User" means (a) a POS user or cashier who uses only the point-of-sale functions, and (b) an employee who uses only the self-service functions for leave requests, expense requests and appraisals.

"Full User" means an Authorised User who may create, edit, approve or post transactions in any licensed module.

"Implementation Services" means configuration, data migration, user training, go-live support and change management for the Platform.

"Limited User" means an Authorised User who only approves items and views reports, and does not create or post transactions.

"NDPA" means the Nigeria Data Protection Act 2023, and **"GAID"** means the General Application and Implementation Directive issued by the Nigeria Data Protection Commission (**"NDPC"**), each as amended or replaced.

"Order Form" means any order form, proposal, quotation or invoice issued by Winlium and accepted or paid by the Customer, setting out the subscription details, including modules, number and type of users, Server Tier, Support Plan, add-ons, Subscription Term and Fees.

"Platform" means the Winlium ERP software, all its modules, the mobile and progressive web app (PWA) versions, the Winlium Microsite, and all updates and new versions made available by Winlium.

"Pricing Page" means Winlium's pricing published on the Website on the date of the relevant Order Form or renewal.

"Server Tier" and **"Support Plan"** mean the hosting tier and support plan chosen by the Customer, as described on the Pricing Page.

"Subscription Term" means the subscription period stated on the Order Form (12 months unless stated otherwise) and each renewal period.

"Third-Party Services" means any product, service, platform or network not provided by Winlium, including delivery platforms (such as Glovo and Chowdeck), payment service providers (such as Moniepoint and OPay), banks, mapping services, tax authority systems, telecommunications and internet providers.

"Website" means www.winlium.com.

2.2 If there is a conflict between documents, they apply in this order: (a) commercial terms specifically agreed on an Order Form; (b) this Agreement; (c) the Pricing Page; (d) the Documentation.

3. Licence

3.1 Subject to payment of the Fees and compliance with this Agreement, Winlium grants the Customer a non-exclusive, non-transferable, non-sublicensable licence for the Subscription Term to access and use the licensed modules of the Platform, through its Authorised Users, solely for the internal business operations of the Customer and its branches.

3.2 The Platform is licensed, not sold. Winlium and its licensors own all rights, title and interest in the Platform, the Documentation, the Winlium name and logo, and all modifications, enhancements, configurations, templates and derivative works, including any customisation made for the Customer by Winlium or a Deployment Partner. The Customer's own data and pre-existing business processes remain the Customer's.

3.3 Each user licence is for one named individual and may not be shared. A licence may be reassigned to a new individual only when the original user permanently stops using the Platform.

3.4 Free User accounts may be used only for the functions described in the definition of Free User. If a Free User account is used to perform Full User or Limited User functions, Winlium may reclassify that account and charge the applicable licence fee from the date the misuse began.

3.5 The Customer shall not, and shall not allow anyone else to:

(a) copy, modify, translate, reverse-engineer, decompile or disassemble the Platform, or attempt to derive its source code, database structure or algorithms;

(b) sell, resell, rent, lease, sublicense or provide the Platform to any third party, or operate it as a bureau or shared service for others;

(c) remove or alter any proprietary notice, or use the Platform or Winlium's confidential information to build or assist a competing product;

(d) access or try to access any part of the Platform, server or network not intended for the Customer, test its vulnerability, or interfere with its operation;

(e) upload malicious code, or use the Platform for any unlawful, fraudulent or infringing purpose; or

(f) publish screenshots, recordings or descriptions of the Platform's internal workings or unreleased features, or performance or benchmark tests, without Winlium's written consent.

3.6 Winlium may verify the Customer's number and types of users, including through system records. If the Customer is using more licences, or a higher Server Tier or Support Plan, than it has paid for, Winlium may invoice the difference from the date the excess use began.

4. Fees, billing and payment

4.1 The Fees are those stated on the Order Form or, where not stated, on the Pricing Page. In summary:

(a) user licences are charged per user per month and paid annually in advance, at the volume band applicable to the Customer's total number of paid users; Free Users are not charged;

(b) server hosting is charged per year according to the Server Tier and paid annually in advance;

(c) Support Plans are billed monthly and paid quarterly in advance, and the Support Plan tier is set by the Customer's number of branches or paid users, whichever is higher;

(d) add-ons, including time and attendance, delivery riders, the Microsite and Microsite deliveries above the monthly threshold, are charged as stated on the Pricing Page; and

(e) Implementation Services, integrations with third-party systems, and the e-invoicing integration (which is already built into the Platform but is a paid integration) are priced by scope and agreed with the Customer before work begins.

4.2 **Changes in usage.** The Customer may add users, modules or add-ons at any time; they are charged pro rata for the rest of the current Subscription Term. Users and modules may be reduced only with effect from the start of the next Subscription Term. If the Customer grows beyond its Server Tier or Support Plan band, it moves to the applicable higher tier from the start of the next quarter and pays the difference.

4.3 **Multi-year commitment discount.** A Customer that commits on the Order Form to a multi-year Subscription Term receives a discount on its licence fees for the whole committed term: 5% for 2 to 3 years, 6% for 4 to 5 years, and 10% for 6 years and above. A multi-year commitment cannot be cancelled for convenience, and the licence fees for the full committed term remain payable even if the Customer stops using the Platform. If the Customer ends the commitment early for any reason other than Winlium's uncured material breach, Winlium may invoice the discount already given.

4.4 **Annual support prepayment.** A Customer that pays its Support Plan for a full year in advance receives one month of support free, as stated on the Pricing Page.

4.5 **Invoicing and payment.** Winlium will invoice Fees in advance. Invoices are payable within thirty (30) days of the invoice date, or by the start of the period they cover, whichever is earlier. All Fees are in Nigerian naira.

4.6 **Taxes.** All Fees exclude Value Added Tax (currently 7.5%) and any other applicable taxes, which the Customer shall pay in addition. Where the law requires the Customer to deduct withholding tax, the Customer shall give Winlium the corresponding withholding tax credit note or receipt within thirty (30) days of payment; any deduction not supported in this way will be treated as unpaid.

4.7 **Foreign exchange adjustment.** Server hosting fees and Microsite delivery charges depend on services that Winlium pays for in foreign currency. These fees are set against the US dollar exchange rate stated on the Customer's Order Form (the **"Reference Rate"**). If, on the date an invoice for these fees is issued, the official Nigerian Foreign Exchange Market (NFEM) rate published by the Central Bank of Nigeria differs from the Reference Rate by more than 10%, Winlium may adjust those fees in proportion to the change. Winlium will give at least thirty (30) days' written notice before an adjusted fee applies,

and the adjusted rate becomes the new Reference Rate. Licence fees, support fees and add-on user fees are fixed in naira for the Subscription Term and are not subject to this adjustment.

4.8 **Price changes at renewal.** Winlium may change its Fees for any renewal Subscription Term by publishing new prices on the Pricing Page or by giving the Customer at least sixty (60) days' written notice before the renewal. Licence fees covered by a multi-year commitment stay fixed for the committed term.

4.9 **Late payment.** If any Fees are not paid when due: (a) access to the Platform may be restricted automatically until payment is received in full; and (b) if any Fees remain unpaid ninety (90) days after the due date, Winlium may terminate this Agreement and permanently delete the Customer Data after giving fourteen (14) days' written warning.

4.10 Payments must be made only to Winlium's official bank account stated on Winlium's invoice. Licence fees and server fees paid to any other person, including a Deployment Partner or a Winlium employee's personal account, do not discharge the Customer's obligation to pay Winlium.

5. No refunds

5.1 **All Fees are non-refundable once paid.** No refund, credit or reduction will be given for any reason, including: early termination or non-renewal by the Customer; a reduction in users, modules or branches; non-use or partial use of the Platform; the Customer's change of business, closure, sale or change of system provider; delays in implementation caused by the Customer; or suspension or termination by Winlium under this Agreement.

5.2 Service credits under Clause 8 are applied only against future invoices and are never paid in cash.

5.3 Nothing in this Clause 5 excludes any refund that Nigerian law requires and that cannot be excluded by agreement.

6. Implementation and onboarding

6.1 Where Winlium provides Implementation Services, the scope, milestones and fees will be stated on the Order Form or a separate statement of work. Any work outside that scope, including additional customisation, reports or integrations, is a change request and will be quoted separately.

6.2 The Customer shall provide, on time, the data, decisions, approvals, staff availability, devices, internet connectivity and site access needed for implementation, and shall ensure that the data it provides for migration is complete and accurate. Winlium is not responsible for delays or errors caused by the Customer's failure to do so, and the affected milestones will be extended accordingly. Fees are not reduced or deferred because of such delays.

6.3 Implementation is treated as accepted, and go-live as achieved, on the earlier of the Customer's written sign-off or the Customer's first use of the Platform for live business transactions.

6.4 Training of new users after go-live, including users at new branches, and training beyond the allowance in the Customer's Support Plan, is charged at Winlium's prevailing rates. For on-site work outside Lagos, the Customer shall also pay for logistics, feeding and accommodation of Winlium's personnel.

7. Implementation by a Deployment Partner

7.1 A Customer may choose to have the Platform implemented by a Deployment Partner instead of Winlium. Where it does:

(a) the Customer contracts with the Deployment Partner for the Implementation Services and pays the configuration and implementation fee directly to the Deployment Partner, at a rate agreed between them;

(b) the Customer pays all licence fees, server fees, support fees and add-on fees directly to Winlium in line with this Agreement and the Pricing Page. A Deployment Partner may not collect these fees on Winlium's behalf, and may not offer prices different from Winlium's Pricing Page unless Winlium has approved them in writing;

(c) the Deployment Partner is solely responsible to the Customer for the quality, timeliness and results of its Implementation Services, including configuration, data migration, user training, go-live support and any advice, customisation or integration it provides, and for its own contract with the Customer;

(d) Winlium is responsible only for the Platform, hosting and product support as set out in this Agreement. Winlium is not liable for any act, omission, error, delay, advice, statement or commitment of a Deployment Partner, including errors in configuration or migrated data, and the Customer shall bring any claim about the Implementation Services against the Deployment Partner;

(e) a Deployment Partner is an independent business, not Winlium's agent, and has no authority to bind Winlium or to make promises about the Platform's pricing, features, timelines or contract terms on Winlium's behalf beyond Winlium's published information;

(f) a Deployment Partner that accesses Customer Data may do so only as needed for the implementation, must keep it secure and confidential in line with the NDPA, and must return or delete it when the work ends. The Deployment Partner is responsible to the Customer for its own handling of that data; and

(g) if a Deployment Partner stops operating or leaves the Winlium Partner Program, Winlium may, at the Customer's request and at Winlium's prevailing rates, arrange continued implementation or support for the Customer.

7.2 Where a business is introduced to Winlium by a referral partner, Winlium (and not the referral partner) provides the Implementation Services and support, and all Fees are paid to Winlium.

7.3 The Customer should report any concern about a Deployment Partner's conduct to Winlium at info@winlium.com.

8. Hosting, support and service levels

8.1 **Hosting.** Winlium hosts each Customer's instance on managed cloud infrastructure provided by reputable third-party hosting providers, at the Server Tier on the Order Form. Each Server Tier includes backups, monitoring, SSL encryption and updates. For security reasons Winlium does not publish the name of its hosting provider or the location of its data centres, but will disclose them to the Customer where reasonably required for regulatory, audit or legal compliance, or where the law requires it.

8.2 **Backups.** Winlium takes daily backups of Customer Data and keeps them for thirty (30) days, with a target recovery point of 48 hours and a target recovery time of 24 hours. The Customer remains responsible for exporting and keeping its own copies of important records.

8.3 **Availability.** Winlium will use commercially reasonable efforts to make the Platform available 99.5% of the time in each calendar month. Availability is measured at Winlium's hosting environment and excludes: scheduled maintenance notified at least 48 hours in advance; urgent security maintenance; failures of the Customer's devices, network, power or internet connection; failures of Third-Party Services; suspension under this Agreement; misuse of the Platform; and force majeure events.

8.4 **Service credits.** If monthly availability falls below 99.5%, the Customer may claim a service credit of 1% of the monthly equivalent of its Support Plan fee; below 99%, 2%; and below 97%, 3%. Credits must be claimed in writing within thirty (30) days after the end of the affected month, are applied only against the next invoice, and do not apply to licence, server or add-on fees. Service credits are the Customer's sole and exclusive remedy for any failure to meet the availability target.

8.5 **Support.** Winlium will provide support according to the Customer's Support Plan, including the support hours, weekend cover, channels, response and fix targets, refresher training, health checks and on-site visits described on the Pricing Page. Response and fix targets are targets that Winlium will use reasonable efforts to meet, not guarantees. A "fix" may be a permanent correction or a reasonable workaround.

8.6 Support does not include: training of new users; new reports, customisations or integrations; correction of errors caused by the Customer's data, configuration changes, misuse or Third-Party Services; or work on the Customer's hardware, network or other software. Winlium may charge for such work at its prevailing rates.

8.7 **Updates.** Winlium may update, improve or change the Platform at any time. Winlium will not materially reduce the core functionality of a module the Customer has paid for during the current Subscription Term, except where required by law, security needs or a change by a Third-Party Service.

9. Authentication and account security

9.1 The Platform provides several security features to protect the Customer's account, including password login, facial recognition, biometric (fingerprint) authentication, two-factor authentication (2FA), role-based access controls, approval workflows and audit trails. Winlium makes these features available; the Customer decides how to configure and use them.

9.2 The Customer is responsible for:

(a) enabling and enforcing the security features appropriate to its business, including 2FA or biometric authentication for administrators and for any user who can approve payments, access bank-integrated functions or change financial records;

(b) setting user roles, permissions, approval limits and segregation of duties, and reviewing them regularly;

(c) keeping all passwords, devices, one-time codes and credentials confidential, and ensuring Authorised Users do not share accounts;

(d) promptly removing or disabling the access of staff who leave or no longer need access; and

(e) notifying Winlium immediately at info@winlium.com if it suspects any unauthorised access or compromise of credentials.

9.3 All activity carried out using the Customer's or an Authorised User's credentials is treated as the Customer's activity, and the Customer is responsible for it, unless the unauthorised access was caused by a security failure of Winlium's systems.

9.4 **Bank and payment integrations.** Where the Customer integrates the Platform with a bank, payment service provider or other financial service (for example, Moniepoint or OPay), the Customer is solely responsible for protecting access to its Platform account and to the integrated service by using the security features already provided in the Platform and by the bank or payment provider. Winlium is not liable for any loss, unauthorised payment, transfer, fraud or theft of funds arising from: compromised, shared or weak credentials; the Customer's failure to enable or use the available security features; acts of the Customer's employees, contractors or Authorised Users; phishing or social engineering directed at the Customer; or any act, omission, failure or downtime of the bank or payment provider.

9.5 **Biometric data.** Facial and fingerprint data are biometric data and sensitive personal data under the NDPA. Before enabling facial or fingerprint authentication, or biometric time and attendance, for any individual, the Customer is responsible for informing that individual and obtaining any consent required by law, and for having a lawful basis for the processing. Winlium processes such data only to provide the authentication or attendance function.

10. Customer Data and data protection

10.1 **Ownership.** As between the Parties, the Customer owns all Customer Data and all reports generated from it. Winlium may use Customer Data only to provide, support, secure and maintain the Platform for the Customer, and may use aggregated and anonymised data, from which neither the Customer nor any individual can be identified, to operate and improve its products and services.

10.2 **Roles.** For personal data within the Customer Data, the Customer is the data controller and Winlium is the data processor. Each Party shall comply with the NDPA, the GAID and other applicable Nigerian data protection laws.

10.3 **Customer responsibilities.** The Customer is responsible for having a lawful basis for collecting and processing the personal data it puts into the Platform, for giving any required privacy notices and obtaining any required consents (including from employees and customers), for the accuracy of the data, and for responding to data subjects and regulators as controller.

10.4 **Winlium's obligations as processor.** Winlium shall:

(a) process personal data only on the Customer's documented instructions, which are given through the Customer's use and configuration of the Platform and this Agreement, unless the law requires otherwise;

(b) ensure that its staff and contractors who process personal data are bound by confidentiality obligations;

(c) maintain appropriate technical and organisational security measures, including encryption in transit and at rest, access controls, monitoring and backups;

(d) notify the Customer without undue delay, and in any event within forty-eight (48) hours, after becoming aware of a personal data breach affecting the Customer Data, and give reasonable assistance so the Customer can meet its own notification obligations to the NDPC and affected individuals;

(e) give reasonable assistance to the Customer in responding to data subject requests and in meeting its security, breach notification and impact assessment obligations, taking into account the nature of the processing. Assistance beyond what is reasonable may be charged at Winlium's prevailing rates; and

(f) on reasonable written request and not more than once a year (except after a personal data breach), provide information reasonably needed to show its compliance with this Clause 10.

10.5 **Sub-processors.** The Customer authorises Winlium to use its affiliate Splendidcomm Tech Limited (for implementation, support and maintenance services) and its hosting and infrastructure providers as sub-processors. Winlium will bind each sub-processor to data protection terms no less protective than this Clause 10, will remain responsible for their performance, and will give at least thirty (30) days' notice, by email or on the Website, before adding or replacing a sub-processor that processes Customer Data.

10.6 **Transfers outside Nigeria.** Customer Data may be hosted or processed outside Nigeria. Any such transfer will be made in line with Part VIII of the NDPA and the GAID, relying on an adequate level of protection or another lawful basis recognised by them.

10.7 **Export.** The Customer may export its Customer Data at any time during the Subscription Term, in CSV or Excel format, using the Platform's export tools at no extra charge. Exports in other formats, or export assistance, may be provided at Winlium's prevailing rates.

10.8 **After termination.** After this Agreement ends, the Customer Data will remain available for export for thirty (30) days, provided all Fees due have been paid. After that period Winlium may securely delete the Customer Data from its systems and those of its sub-processors, except where the law requires Winlium to keep it, and will confirm deletion in writing on request.

11. Third-Party Services and integrations

11.1 The Platform can connect to Third-Party Services, including delivery platforms, payment providers, banks, mapping services and tax authority e-invoicing systems. The Customer's use of any Third-Party Service is governed by the terms of that third party, and the Customer is responsible for any fees charged by the third party, as well as for hardware, devices, internet connectivity, messaging and payment-processing charges.

11.2 Winlium does not control Third-Party Services and is not liable for their availability, accuracy, security, changes, fees or failures. If a third party changes or withdraws its service or its interface, Winlium may modify, suspend or discontinue the related integration without liability, and will use reasonable efforts to restore it where practical.

11.3 **Tax compliance and e-invoicing.** The Platform's tax compliance features, tax compliance dashboard and e-invoicing integration are tools to help the Customer meet its tax obligations. The Customer remains solely responsible for its tax registration, the accuracy of the data, tax rates and settings it uses, its invoices, its filings and payments, and its compliance with tax laws and the requirements of the tax authorities. Winlium is not liable for any tax, penalty, interest or assessment imposed on the Customer, or for downtime or changes of a tax authority's system. Winlium will use reasonable efforts to update the Platform within a reasonable time after relevant changes in Nigerian tax law or e-invoicing requirements.

11.4 **Microsite.** The Microsite includes the monthly delivery threshold stated on the Pricing Page. Deliveries above that threshold are billed at the rate on the Pricing Page. Delivery fees, routes and estimated times shown through mapping services are estimates only.

12. Confidentiality

12.1 Each Party shall keep confidential all non-public information received from the other Party, use it only for this Agreement, and disclose it only to its employees, officers, affiliates, contractors and professional advisers who need it for this Agreement and are bound by confidentiality obligations. Winlium's confidential information includes the Platform's source code, architecture, database structure, module logic, pricing models not published on the Website, product roadmap and training materials. The Customer's confidential information includes the Customer Data.

12.2 These obligations do not apply to information that is or becomes public without fault of the receiving Party, was lawfully known to it before disclosure, is independently developed, or is lawfully received from a third party without a duty of confidentiality. A Party may disclose information where required by law, regulation or court order, giving the other Party prompt notice where lawful.

12.3 These obligations continue for three (3) years after this Agreement ends, and for trade secrets and personal data for as long as they keep that status.

13. Feedback, publicity and non-solicitation

13.1 Winlium may freely use any suggestions, feature requests or other feedback about the Platform given by the Customer or its users, without any obligation to the Customer.

13.2 Winlium may name the Customer as a Winlium customer, including by showing its name and logo on the Website and in sales materials, unless the Customer asks Winlium in writing not to. Winlium will obtain the Customer's written approval before publishing any case study, testimonial or other content about the Customer, and will never publish Customer Data.

13.3 During this Agreement and for twelve (12) months after it ends, neither Party shall directly or indirectly solicit or hire any employee or contractor of the other Party who was involved in delivering or using the Platform, without the other Party's written consent. The Customer shall not use its relationship with Winlium to engage Winlium's developers, contractors or affiliates directly for services that compete with or replace the Platform.

14. Warranties and disclaimers

14.1 Winlium warrants that, during the Subscription Term, the Platform will perform materially in line with its Documentation, and that it will provide its services with reasonable skill and care. If the Platform does not do so, the Customer must notify Winlium in writing with reasonable detail, and Winlium will, as the Customer's sole and exclusive remedy, use reasonable efforts to correct the issue or provide a reasonable workaround.

14.2 The warranty in Clause 14.1 does not apply to problems caused by the Customer's data, configuration, misuse, modifications made by anyone other than Winlium, Deployment Partner work, Third-Party Services, or the Customer's hardware, network, power or internet connection.

14.3 Except as expressly stated in this Agreement, and to the fullest extent permitted by law, the Platform and all services are provided "as is" and "as available", and Winlium excludes all other warranties, conditions and representations, whether express or implied, including as to merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, and uninterrupted or error-free operation. Winlium does not warrant that the Platform will meet every requirement of the Customer, or any particular business, financial or tax outcome. The Customer is responsible for its own business decisions and for checking the results it obtains from the Platform.

15. Limitation of liability

15.1 Winlium shall not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any: loss of profit, revenue, sales, business, contracts, goodwill or anticipated savings;

loss of or damage to data, except for Winlium's obligation to restore Customer Data from its most recent available backup; business interruption; loss caused by unauthorised access to the Customer's account through the Customer's credentials; loss of funds through bank or payment integrations as described in Clause 9.4; tax penalties as described in Clause 11.3; or any indirect, special, incidental or consequential loss, even if Winlium was told such loss was possible.

15.2 Winlium's total aggregate liability arising out of or in connection with this Agreement, for all claims combined, shall not exceed the licence fees actually paid by the Customer to Winlium in the twelve (12) months immediately before the event giving rise to the first claim.

15.3 Any claim against Winlium must be notified in writing within twelve (12) months after the Customer becomes aware, or ought reasonably to have become aware, of the facts giving rise to it, failing which the claim is waived.

15.4 Nothing in this Agreement limits or excludes liability for fraud, wilful misconduct, or any liability that cannot be limited or excluded under Nigerian law.

15.5 The Fees reflect the allocation of risk in this Clause 15, which the Customer accepts as reasonable.

16. Indemnities

16.1 The Customer shall indemnify and hold harmless Winlium, its affiliates, directors and employees against all losses, liabilities, fines, costs and expenses (including reasonable legal fees) arising from: (a) the Customer Data, or the Customer's collection or processing of personal data, including biometric data, without a lawful basis or required consent; (b) use of the Platform by the Customer or its Authorised Users in breach of this Agreement or the law; (c) the Customer's failure to secure its account or credentials in line with Clause 9; (d) any claim by the Customer's employees, customers, suppliers or a Deployment Partner engaged by the Customer; and (e) the Customer's tax affairs.

16.2 If a third party claims that the Platform, used in line with this Agreement, infringes its intellectual property rights in Nigeria, Winlium will defend the claim at its own cost, provided the Customer notifies Winlium promptly, gives Winlium sole control of the defence and settlement, and cooperates reasonably. Winlium may, at its option, obtain the right for the Customer to continue using the Platform, modify it so it no longer infringes, or end the affected licence. This Clause 16.2 does not apply to claims arising from Customer Data, Third-Party Services, Deployment Partner work, or use of the Platform in combination with anything not supplied by Winlium. Winlium's liability under this Clause 16.2 is subject to Clause 15.2, and this Clause states Winlium's entire liability for infringement claims.

17. Term, suspension and termination

17.1 **Term and renewal.** This Agreement starts on the date the Customer accepts it and continues for the Subscription Term. Each Subscription Term renews automatically for a further twelve (12) months unless either Party gives written notice of non-renewal at least sixty (60) days before the end of the current term. Renewal is at the Fees then applicable under Clause 4.8.

17.2 **Suspension.** Winlium may suspend the Customer's access to all or part of the Platform, without liability and without reducing the Fees: (a) under Clause 4.9 for non-payment; (b) if the Customer breaches Clause 3 or Clause 9, or uses the Platform unlawfully; or (c) where immediate action is needed to protect the security or integrity of the Platform, other customers or Customer Data, or is required by law. Where reasonably practicable Winlium will give notice before suspending, and will restore access once the cause has been resolved.

17.3 **Termination by Winlium.** Winlium may terminate this Agreement: (a) by written notice if the Customer commits a material breach and does not remedy it within fourteen (14) days of written notice; (b) immediately if the Customer breaches Clause 3.5 or Clause 12, or engages in fraud; (c) under Clause 4.9(c); or (d) immediately if the Customer becomes insolvent, enters liquidation or administration, makes an arrangement with its creditors, or stops trading.

17.4 **Termination by the Customer.** The Customer may terminate this Agreement by written notice if Winlium commits a material breach and does not remedy it within thirty (30) days of written notice. The

Customer may otherwise stop its subscription at the end of a Subscription Term by giving notice of non-renewal under Clause 17.1. Termination does not entitle the Customer to any refund (Clause 5).

17.5 **Effect of termination.** When this Agreement ends: the Customer's licence and access end; all unpaid Fees for the current Subscription Term, and for the rest of any multi-year commitment, become immediately due; the Customer shall stop using the Platform and the Documentation; and Clause 10.8 applies to the Customer Data. Clauses 3.2, 5, 10, 12, 13, 14.3, 15, 16, 17.5, 19 and 20, and any other clause intended to continue, survive termination.

18. Force majeure

18.1 Neither Party is liable for any delay or failure to perform (except payment obligations) caused by events beyond its reasonable control, including natural disasters, epidemics, war, civil unrest, strikes, government action, changes in law or foreign exchange controls, failures of public power or telecommunications, internet outages, failures of hosting or Third-Party Service providers, and cyberattacks that occur despite reasonable security measures. If such an event continues for more than sixty (60) days, either Party may terminate this Agreement by written notice, and Clause 5 still applies.

19. Dispute resolution and governing law

19.1 This Agreement is governed by the laws of the Federal Republic of Nigeria.

19.2 The Parties shall first try to resolve any dispute by good-faith negotiation between senior representatives within thirty (30) days of written notice of the dispute. If the dispute is not resolved, it shall be referred to mediation at the Lagos Multi-Door Courthouse. If it is not settled within forty-five (45) days of referral to mediation, it shall be finally resolved by arbitration in Lagos under the Arbitration and Mediation Act 2023 and the Arbitration Rules of the Lagos Court of Arbitration, before a sole arbitrator agreed by the Parties or, failing agreement within fourteen (14) days, appointed by the Lagos Court of Arbitration. The arbitration shall be in English, and the award is final and binding.

19.3 Nothing in this Clause prevents either Party from seeking urgent injunctive relief from a court in Lagos State, or Winlium from bringing proceedings in any competent court to recover unpaid Fees.

20. General

20.1 **Changes to this Agreement.** Winlium may update this Agreement by publishing a new version on the Website. A new version applies to the Customer from the start of its next Subscription Term, except that changes required by law, regulation or security needs may apply sooner, on at least thirty (30) days' notice by email or on the Website. The Customer may object by giving notice of non-renewal under Clause 17.1.

20.2 **Assignment.** The Customer may not assign or transfer this Agreement without Winlium's written consent. Winlium may assign this Agreement to an affiliate or as part of a merger, acquisition, reorganisation or sale of its business, on notice to the Customer, and may subcontract its obligations while remaining responsible for them.

20.3 **Notices.** Notices must be in writing and sent by email or courier. Notices to Winlium go to info@winlium.com and to its office address in Clause 1.1. Notices to the Customer go to the email and address on the Order Form or account. Email notices are treated as received on the next business day after sending; notices of breach, termination or dispute sent by email must also be sent by courier.

20.4 **Relationship.** The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship.

20.5 **Compliance.** Each Party shall comply with applicable laws, including anti-bribery and anti-corruption laws, and shall not offer or accept any improper inducement in connection with this Agreement.

20.6 **Entire agreement.** This Agreement, the Order Form and the Pricing Page form the entire agreement between the Parties on their subject matter and replace all earlier discussions and proposals. Any purchase order or other terms issued by the Customer do not apply, even if accepted or acknowledged by Winlium.

20.7 Severability and waiver. If any provision is found invalid or unenforceable, the rest of this Agreement continues in force, and the provision applies to the maximum extent permitted. A failure or delay in exercising any right is not a waiver of it.

20.8 Third-party rights. No person other than the Parties has any right to enforce this Agreement.

Contact

Winlium Limited (RC 9867443), Endless Home, Beside Landwey Building, Off Lekki-Epe Road, Sangotedo, Lagos.

Email: info@winlium.com **Web:** www.winlium.com **WhatsApp:** +234 703 592 6278 | +234 813 907 1103

Acceptance (for customers signing offline)

Customers who accept this Agreement online, by paying an invoice or by using the Platform do not need to sign below. Customers who prefer a signed copy may sign this page and return it to info@winlium.com.

For the Customer	
Company name	
RC / BN number	
Name of signatory	
Title	
Signature	
Date	

For Winlium Limited	
Company name	Winlium Limited
RC / BN number	RC 9867443
Name of signatory	
Title	
Signature	
Date	