



CONGO GATEWAY SOLUTIONS LLC

Supplier Services Agreement (Premium Edition)

1. Parties

This Agreement is between Congo Gateway Solutions LLC, a U.S. company, and the Supplier operating in the Democratic Republic of Congo.

2. Scope of Services

Supplier shall provide goods and services as requested in writing by CGS, including procurement, logistics, housing, maintenance, staffing support and related services.

3. Performance Standards

Supplier shall perform services professionally, timely and in accordance with CGS standards and DRC law.

4. Pricing and Payment

All pricing must be approved in writing by CGS. No extra fees are allowed without authorization.

5. Invoicing

Supplier shall submit detailed invoices. CGS may withhold payment for disputed items.

6. Confidentiality

All information regarding CGS clients, pricing and operations is confidential.

7. Non-Circumvention

Supplier shall not contact or do business directly with CGS clients.

8. Compliance

Supplier shall comply with all anti-corruption, tax, labor and commercial laws.

9. Audit Rights

CGS may audit Supplier records related to this Agreement.

10. Liability

Supplier is liable for damages, losses, delays and misconduct.

11. Indemnification

Supplier agrees to indemnify CGS from all claims arising from Supplier actions.

12. Insurance

Supplier shall maintain appropriate insurance where applicable.

13. Termination

CGS may terminate for convenience or breach.

14. Governing Law

This Agreement is governed by Texas, USA and DRC law.

15. Dispute Resolution

Disputes shall be resolved by arbitration or courts in Texas.

16. Non-Competition

Supplier shall not compete for CGS clients for 24 months.

17. Entire Agreement

This document constitutes the entire agreement between the parties.

18. Signatures

Executed by authorized representatives of both parties.