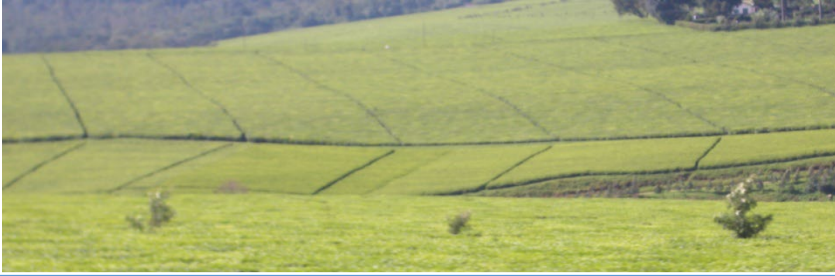
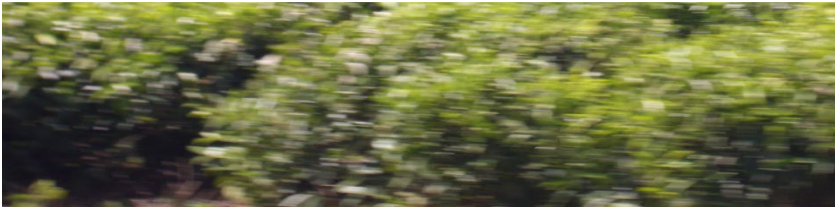




**ITEA EBAZAAR TRADING  
PLATFORM RULES & REGULATIONS  
& AGREEMENT - APRIL 2023**



**iTea eBazaar TRADING PLATFORM RULES &  
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iTea Limited



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**Table of Contents**

<b>1.</b>	<b>DEFINITIONS AND INTERPRETATION</b> .....	<b>3</b>
<b>2.</b>	<b>THE SERVICE &amp; COMMENCEMENT</b> .....	<b>4</b>
<b>3.</b>	<b>GENERAL TERMS &amp; CONDITIONS</b> .....	<b>4</b>
<b>4.</b>	<b>PRE-SALE REGULATIONS</b> .....	<b>6</b>
<b>5.</b>	<b>SALE REGULATIONS</b> .....	<b>7</b>
<b>6.</b>	<b>TEA PACKERS BUYING REGULATIONS</b> .....	<b>8</b>
<b>7.</b>	<b>AFTER SALE REGULATIONS</b> .....	<b>9</b>
<b>8.</b>	<b>PAYMENT SETTLEMENT</b> .....	<b>12</b>
<b>9.</b>	<b>DISPUTE RESOLUTION</b> .....	<b>12</b>
<b>10.</b>	<b>APPLICABLE CODE OF CONDUCT BY ALL <i>iTea eBazaar</i> System Users</b> .....	<b>13</b>
<b>11.</b>	<b>LIMITATION AND EXCLUSION OF LIABILITY</b> .....	<b>14</b>
<b>12.</b>	<b>TERMINATION AND SUSPENSION</b> .....	<b>15</b>
<b>13.</b>	<b>CONSEQUENCES OF TERMINATION</b> .....	<b>16</b>
<b>14.</b>	<b>VARIATION OF THE AGREEMENT</b> .....	<b>16</b>
<b>15.</b>	<b>NOTICES AND NO WAIVER</b> .....	<b>16</b>
<b>16.</b>	<b>ARBITRATION</b> .....	<b>16</b>
<b>17.</b>	<b>GOVERNING LAW</b> .....	<b>17</b>

## **1. DEFINITIONS AND INTERPRETATION**

In this Agreement:

- a. **"Agreement" or "Terms and Conditions"** means these terms and conditions, *the iTea eBazaar Application for Subscription* for each category and the applicable fees, which may be varied by iTea from time to time;
- b. **"iTea"** means **iTea Limited**, a Kenyan registered company, registration number **PVT/2016/016128** whose registered office or principal place of business is at 3<sup>rd</sup> Floor Panesar Centre, Mombasa Road, Nairobi, Kenya (which context so allows, this expression, shall refer to its successors and assigns)
- c. **"Fees"** means the amounts payable for the Subscription Category and the Services as published by iTea or otherwise described in these Terms;
- d. **"Commencement Date"** means the date when the subscriber starts being an *iTea eBazaar* services subscriber after a successful application and paying all the applicable fees;
- e. **"Force Majeure"** means acts of God, geographical topography, power outages, weather conditions, the refusal or delay by a third party to supply the Services to iTea, the imposition of restrictions of a legal or regulatory nature which prevents iTea from supplying the Services, an event which could not reasonably have been avoided by a diligent party in the circumstances, which is beyond the reasonable control of a party and which makes a party's performance of its responsibilities hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, storm, flood or adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by government agencies. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder;
- f. **"Parties"** means iTea and you;
- g. **"Subscriber Category"** means the category in which one has subscribed as. This could be Tea Producer Factory, Tea Buyer (Local or International), Tea Packer, Tea Warehouse, Tea Managing Agent/Managing Company, Tea Transporter, Transaction Bank, Tea Regulator/Research Institution, Government Agency, or any other that one is admitted as;
- h. **"You"** means you as the subscriber applying for, or using the Services and includes any person who iTea believes is acting with your authority. The term "your" shall have a similar meaning;
- i. **"Your Equipment"** includes your computer equipment whether a desktop, a laptop, a mobile phone handset, or other equipment which when a subscriber uses to access the Services;
- j. **"Services"** means the *iTea eBazaar* Trading Platform services and such other services as may be provided by iTea from time to time.
- k. **"Designated Warehouse"** is a Producer appointed warehouse from among iTea approved warehouses at the export exit points where Buyers have easy access to the teas after they have bought.

## **2. THE SERVICE & COMMENCEMENT**

- a. This Service is open to all subscribers.
- b. Subscribers once admitted after a successful application can only enjoy the services for which category they shall have subscribed to.
- c. Subscription fees cannot be substituted for any other Service other than the one subscribed for within the respective category.
- d. This Agreement shall be deemed to have commenced on the date (“**Commencement Date**”) you are admitted into the category applied for and full payment is made thereof and shall continue from the Commencement Date until terminated by either party pursuant to the Agreement

## **3. GENERAL TERMS & CONDITIONS**

- a. All participants in the **iTea eBazaar** Trading Platform must be subscribers to the **iTea eBazaar** Trading Platform through iTea
- b. The key players at the **iTea eBazaar** Trading Platform Tea Producer Factories and Tea Buyers duly registered by their regulatory authorities in their countries of domicile. The other players include Tea Warehouses, Tea Packers, Tea Board of Kenya, Tea Transporters, and Settlement Banks.
- c. Trading at **iTea eBazaar** Trading Platform shall be by subscribed Tea Producer Factories from Eastern Africa and Tea Buyers based anywhere in the world.
- d. Prior to subscription, to become a participant at the **iTea eBazaar** Trading Platform, each of the players must satisfy a criteria set for that player category and execute a legally binding Agreement with iTea.
- e. The subscription shall among other requirements be subject to receiving the appropriate registration and/or license from the appropriate Government Agency in the domicile country. This shall be the Tea Board of Kenya in the case of Kenya domiciled players.
- f. Upon successful subscription, players shall be admitted into the **iTea eBazaar** Trading Platform.
- g. In considering subscription applications for doing participating at the **iTea eBazaar** Trading Platform, iTea shall take into consideration among others the following:
  - 1) Valid Registration/Licensing of the Tea Producers by their respective Government Agencies
  - 2) Valid Registration/Licensing of the Tea Buyers and Tea Packers by their respective Government Agencies
  - 3) Any previous misconduct by the Tea Producer, Tea Buyer, Tea Packer or any other player on any Trading Platform shall lead to an automatic rejection of subscription
  - 4) Financial Probity of the Tea Producer, Tea Buyer, Tea Packer or any other player at the **iTea eBazaar** Trading Platform

5) Disclosure of Business Relationships

- h. In case of rejection of subscription application, iTea shall inform the applicant and reasons for the rejection.
- i. For the purpose of the **iTea eBazaar**, the physical location of tea invoices offered will be at the Tea Producer Warehouse.
- j. All sales by Tea Producer Factories at the **iTea eBazaar** shall be held under and subject to Rules and Regulations of **iTea eBazaar** Trading Platform and approved by the regulatory authorities as the case may be. The condition of sale shall be the conditions of sale of **iTea eBazaar** as set in these rules and regulations.
- k. For purpose of bidding at the **iTea eBazaar** Trading Platform, only the listed tea invoices published by Tea Producer Factories on **iTea eBazaar** Trading Platform shall be recognized by the **iTea eBazaar** Trading Platform.
- l. All Tea Buyers participating at the **iTea eBazaar** shall be by subscribed players and not by proxy or through agent.
- m. Each packaged tea invoice shall be treated as if it were the subject of a separate contract without however entitling the Tea Buyer to require delivery of less than the whole or part of the invoice.
- n. Disputes relating to accuracy of the description of the tea invoice and claims to reject shall, unless settled between the parties, be referred to the Arbitrators who shall be empowered to accept or reject the entire invoice or part of a particular invoice.
- o. Any company undertaking warehousing of tea as either public warehouse or private warehouse handling transit Tea from a subscribed Tea Producer or for a subscribed Tea Buyer shall also subscribe to **iTea eBazaar**.
- p. iTea may develop and carryout improvements to the **iTea eBazaar** Trading Platform for purpose of improving the trading experience and objectives. Any such changes on the **iTea eBazaar** Trading Platform where need be shall be approved by the regulatory authorities. iTea shall inform the subscribed Tea Producers, Tea Buyers, Tea Packers, Tea Warehouses and Tea Transporters of such development before roll out of the same.
- q. Tea Producer Factories shall appoint Tea Transporters and Tea Warehouses by means of a written agreement.
- r. Tea Producer Factories can only sell their teas to Tea Buyers in accordance with the laws governing tea trade and the rules and regulations set here in.
- s. Tea Buyers based at the export point may be appointed by local Tea Buyers to handle all post-sale activities including taking over the teas after change of title from the Producer Warehouse to the Buyer Warehouse, Blending and export documentation and processing.
- t. All subscribed Buyers shall abide to the following conditions:
  - 1) Pay for the teas won at the Trading through the banking system provided by iTea
- u. All subscribed Tea Packers shall abide to the following conditions:

- 1) Pay for the teas won at the Trading through the banking system provided by iTea
- 2) Pack all the teas bought for sale in the of local and export markets
- 3) Participate in either the main or the packer windows in **iTea eBazaar** Trading Platform

#### **4. PRE-SALE REGULATIONS**

- a. Tea Producers shall key into the **iTea eBazaar's** Producer Module Tea Invoice processing details, which shall be in the format provided by iTea. The Tea Invoice processing details must be approved by an authorized person with special access rights and declared to iTea in advance.
- b. Producers shall deliver to the iTea Lab a representative sample of the Tea Invoice of 500 grams, whose processing details have been keyed into the **iTea eBazaar**. 100grams of sample will be for purpose of black tea sensory quality analysis, commercial quality grade categorization and valuation. 100 grams shall be preserved under appropriate storage conditions for six (6) months for any future reference. The balance 300 grams shall be distributed to prospective buyers on request.
- c. In delivering the 500 grams sample, the Tea Producer Factory shall comply with the following:-
  - 1) In preparing the sample, pick a true representative sample of the same invoice.
  - 2) Ensure that the sample is well packaged in proper packaging material for purposes of retaining quality of the sample, and ensure that the details of the sample as required are included in the packaging material.
  - 3) Ensure that the sample is transported to iTea Lab in adequate time for purposes of analysis and sample distribution to buyers. The sample once received shall be analyzed for the commercial quality grade categorization.
- d. Ensure that a good image of the Tea Invoice is well captured for purposes of uploading to the **iTea eBazaar** and the Tea Invoice stored in a hygienic and secured environment.
- e. The analysis parameters using iTea QualiTech technology for the commercial quality grade categorization at the iTea Lab shall include:
  - 1) Physical leaf appearance – details of degree of leaf blackness, evenness of the particles forming the physical grade and cleanliness
  - 2) Infusion - brightness
  - 3) Liquor qualities - brightness, colour, briskness/astringency, strength and flavour
  - 4) Others - absence of off- flavours or taint
  - 5) The data provided shall both be descriptive and numerate. These shall then be placed under any of the corresponding six commercial quality grade categories of: **Best, Good, Medium Good, Medium, Lower Medium** and **Plainer**.
- f. Once the Tea Invoice sample is received at the iTea Lab a notification shall be sent to both the Tea Producer Factory.

- g. Upon completion of the commercial quality grade categorization and valuation, a notification shall be sent to the Tea Producer Factory. The Tea Producer Factory shall be able to access the Report at the Producer Module.
- h. The Producer shall then approve the Tea Invoice within 24 hours for offer in the **iTea eBazaar** Trading Platform. Should the Producer not give dis-approval within the 24 hours, the Tea Invoice shall be deemed approved for offer.
- i. Once a Tea Invoice has been offered for sale on the **iTea eBazaar** Trading Platform, the Tea Producer Factory shall not offer the same tea for sale in any other trading platform or floor. The Tea Invoice offered for sale shall not be the subject of any lien by the Tea Producer Factory and shall be free from any and all circumstances. Only teas that are found to be unfit for human consumption and those subject to police investigations shall not be offered for sale at the **iTea eBazaar** Trading Platform.
- j. Tea Producer Factories must give to the iTea, during uploading of the invoice, such and all details as per the provided template for the best determination of value.
- k. Samples must be bar-coded; which code must be reflective and similar to the tea invoice bar code as per the structure details provided by iTea.
- l. The black tea sensory quality analysis, commercial quality grade categorization and valuation determination shall be done by iTea Lab applying its **iTea QualiTech** Quality Determination Technology.
- m. In uploading and engaging in the **iTea eBazaar**, the Tea Producers Factory shall engage by themselves and not through any other party.
- n. Tea Producer Factories shall not offer damaged teas for sale on the **iTea eBazaar**.
- o. Tea Producer Factories shall be charged independently for each tea invoice analysis to be paid to iTea.
- p. iTea shall publish and avail Pre-Sale catalogue of all teas on offer to Tea Producers Module.
- q. All teas offered for sale at the **iTea eBazaar** are offered for sale and sold in accordance with respective Government Laws.

## **5. SALE REGULATIONS**

- a. Sale of teas at **iTea eBazaar** Trading Platform every Monday and Thursday each week throughout the year. For each sale there will be a 48 hours publishing period allowing all registered stakeholders time to assess the individual tea invoices on offer.
- b. Teas are either sold to the Highest Bidder in the **iTea eBazaar** Trading Platform, or remain for offer in the subsequent Sale.
- c. Tea Invoices shall be offered in batches of multiple Lots available within 15 minutes for simultaneous bidding. However, after 5 minutes of non-active bidding where an acceptable bid had been made, the highest bid shall be declared a win.
- d. Bidding at the Trading shall have on display the valuation, which is the offer price, determined through **iTea QualiTech** and approved by the Tea Producer Factory. The minimum acceptable price (which some producers may have set as a reserve price) shall remain

secretly embedded to all offers as any bid below this price shall be outwardly rejected. Only additional bids above this secret minimum price shall be accepted to start the counter bidding among buyers where there shall be increases by **USD** cents two (2), five (5), ten (10), fifteen (15), twenty (20) or twenty five (25). The next bidder after the first can only bid higher than the previous bidder.

- e. A sale shall be complete at the close of the bidding time set by iTea which in this case also constitutes the fall of the online hammer.
- f. The highest Bidder will be the purchaser. Any dispute that may arise shall be settled by iTea.
- g. At the end of each successful bid, a notification shall be sent to the Buyer, Tea Producer Factory and the Warehouse.
- h. **iTea eBazaar** shall generate a Commercial Payment Invoice on the Buyer Module immediately after the Trading of a Tea Invoice.
- i. The Commercial Payment Invoice shall include the bid price, the Warehouse Charges and the **iTea eBazaar** Buyer User Fee to iTea.
- j. The highest Bidder who has won the tea invoice must pay for the same to the agreed Settlement Bank for instantaneous remitting to the Tea Producer Factory Bank Account through the Account provided in the Commercial Payment Invoice.
- k. Once the Buyer has bid and won the bid, they shall not withdraw from payment for the tea won.
- l. A Lot placed on the **iTea eBazaar** Trading Platform that is not bought at the Sale it is offered for the first time, shall continue to be offered in the subsequent Sales until it is bought. If such teas are not bought in five subsequent Sales (from the 7<sup>th</sup> Sale Offer), a predetermined discount of US Cents 5 shall apply from the 7<sup>th</sup> sale Offer and in each other subsequent Sale until it is bought.
- m. Tea Buyers participating in **iTea eBazaar** shall remain anonymous at the Trading Platform to protect the identity of the competitors for any Tea Invoice during Trading. The identity of the bid winner shall be included in the successful sale reports at the completion of the Sale.
- n. iTea shall only charge a User Fee to the various participants based on the volume and value of successful Sales as the case may be. The User Fee rate is contained in the **iTea eBazaar** User Form and could change from time to time but **MUST** be approved where necessary by the regulator as may be provided for in law.

## **6. TEA PACKERS BUYING REGULATIONS**

- a. Buying of teas at **iTea eBazaar** Special Window by Tea Packers shall open every Monday for 10 hours.
- b. Teas shall be offered by a Tea Producer Factory per grade based on the average price attained in the immediate former week or the most immediate previous week similar teas were



sold at the **iTea eBazaar** Trading Platform. Offers for teas where similar teas were not previously offered on the **iTea eBazaar**, shall be based on offer prices provided by the Producer

- c. All offers to Packers shall be per a bag though the prices shall be expressed per kg.
- d. Packers will only be able to indicate the number of bags at the indicated prices.
- e. A sale shall be considered done as soon as a Packer has accepted an offer on the **iTea eBazaar** Special Window and which in this case also constitutes the fall of the online hammer.
- f. Any dispute that may arise shall be settled by iTea.
- g. **iTea eBazaar** shall generate a Commercial Payment Invoice on the Packer Module immediately at the fall of the online hammer.
- h. The Commercial Payment Invoice shall include the bid price and the **iTea eBazaar** User Fee to iTea.
- i. Once a Packer has accepted an offer they must pay for the same to the agreed Settlement Bank for instantaneous remitting to the Tea Producer Factory Bank Account through the Account provided in the Commercial Payment Invoice.
- j. Once the Packer has accepted an offer bid, they shall not withdraw from payment for the tea.
- k. Packers participating in **iTea eBazaar** shall remain anonymous at the Trading Platform. The identity of such Packers shall only be included in the successful sale reports at the completion of the Sale.
- l. iTea shall only charge a User Fee to the various participants based on the value of successful Sales. The User Fee rate is contained in the **iTea eBazaar** User Form and could change from time to time but MUST be approved where necessary by the regulator as may be provided for in law.

## **7. AFTER SALE REGULATIONS**

- a. On conclusion of each successful bid at the **iTea eBazaar** a Commercial Payment Invoice will be available at Buyer Account on the **iTea eBazaar** besides receiving a notification on the same.
- b. The **iTea eBazaar** shall also generate a Statement for each Buyer at the end of each Sale.
- c. Both Buyers and Packers shall pay for all the Tea Invoices purchased, in US Dollars (or equivalent in local currency for local Packers at the exchange rate provided), into the Bank Account provided in the Commercial Payment Invoice before close of business on the seventh working day from the date of the sale within the 10 Days Prompt Date. Such payments should provide relevant information such as the Sale Date and Tea Invoice Number.
- d. The Buyer must collect their teas from the Producer Warehouse within the 10 Days Prompt Date. Should the Buyer not collect the teas bought and paid for within the Prompt Date, they shall pay for storage for the extra days to the Producer warehouse, irrespective of the reasons thereof.

- e. The Packer must collect their teas from the Tea Producer Factory within the 10 Days Prompt Date. Should the Packer not collect the teas bought and paid for within the Prompt Date, they shall pay for storage for the extra days to the Tea Producer Factory, irrespective of the reasons thereof, unless the Tea Producer Factory elects to waive such extra storage charges.
- f. All International Buyers must deposit into a wallet opened in the Settlement Bank a sum equivalent to 10% of their intended purchase ahead of each Sale that they intend to participate in. This shall also determine the limit of the bids they can make in that Sale. Each Sale shall be treated as independent of another in such deposits.
- g. All payments delayed beyond the Prompt Date shall attract penalties and loss of the Sale. iTea shall immediately advise, in writing, both the Buyer/Packer and the Producer that such a Buyer has defaulted and the Buyer so defaulting shall become liable to the following penalties besides losing the tea:
  - 1) From midnight of the Prompt Date, a penalty based on the CBR rate plus 5% (10% for International Buyers) on the outstanding amount will be charged.
  - 2) Buyers/Packers shall be automatically barred from participating in any subsequent Sales unless they have settled the penalties in full. If any such defaulting Buyer is a Local Buyer they shall henceforth be required to deposit a 10% of their intended purchase ahead of each Sale that they intend to participate in. This shall also determine the limit of the bids they can make in that Sale. Each Sale shall be treated as independent of another in such deposits.
  - 3) The penalty shall be communicated to the defaulting Buyer/Packer that they have been immediately barred from all trading activities within the iTea eBazaar Trading Platform. This communication shall also be circulated to the Producers, Buyers, Packers and the regulators. The Buyer/Packer is entitled to recommence purchasing immediately upon payment of the Penalties and deposits accordingly to the Wallet.
  - 4) For such teas that payment has not been received, the Platform will notify the Producer in writing, the teas will be re-offered at the subsequent Sale at the Trading platform.
  - 5) Such penalties shall be shared at 50:50 basis between the Producer and iTea for defraying additional warehousing charges in case of a Producer and for additional administrative costs in the case of iTea
  - 6) Any Buyer/Packer defaulting for more than 3 times in a year shall be permanently barred from participating in the **iTea eBazaar**.
- h. Invoices for Teas shall ONLY be offered once the tea are confirmed to be housed in a Designated Warehouse.
- i. Based on the Service Level Agreement between the Settlement Banks and the iTea, the sales proceeds being credited into the Tea Producer Factory Account(s) shall:
  - 1) Have all relevant encrypted information uploaded onto the Electronic Bill Boards by the Banks.

- 2) iTea will be notified by the Settlement Banks instantaneously in the system on sighting of the payment into the Account(s). The same payment shall also be instantaneously split to the beneficiaries (the Producer Factory, the Warehouse and iTea).
  - 3) Once the payment is made, **iTea eBazaar** shall issue the Tea Release Order to the Buyer. A notification of the issuance of the Tea Release Order shall also be instantaneously sent to the Producer Warehouse and the Tea Producer Factory.
  - 4) The disbursement formula of the proceeds paid by Buyers into the Settlement Account cannot be changed without the written authority of the iTea.
- j. In the case of a total system failure or cessation of the Tea Sales Settlement Systems, iTea shall invoke a contingency plan.
  - k. Once the Buyer has received a Tea Release Order, they shall prepare their own Delivery Orders for collection of the respective Tea Invoices from the Producer Warehouses within the Prompt Date for delivery to their appointed Warehouses. The Dispatch and Receipt of the tea between the two Warehouses shall be entered on the **iTea eBazaar** system through the Warehouse Module.
  - l. The Warehouse / Producer shall make available, serviceable weighing facilities during the delivery of tea. Where such facilities are not available, it is incumbent upon the Warehouse/Producer to accept the facilities available at the Buyer's Warehouse. Should the Buyer not have the facilities any claims will be invalidated.
  - m. At the time of loading the consignment, the Buyer shall verify tea quantities and weights. Any discrepancy must be reported to iTea and the Producer.
  - n. When teas are collected from the Warehouse/Producer, the Buyer should present the Tea Release Order, which is to be matched with the Delivery Order by the Warehouse/Producer before weighing all teas 100% in the presence of the Buyer/Transporter.
  - o. Should there be any weight discrepancy in the consignment it should be endorsed on the relevant documentation and signed by both parties and the Buyer should notify iTea and the Producer on the provided area on the **iTea eBazaar** of such a short-weight and attach the documentary proof to the claim. No claim for any short weights will be entertained unless this documentary proof is made available to iTea and the Producer. Where supporting documents are irrefutable, claims may not be contested by the Producer.
  - p. No claims for short weight will be admissible unless such short weights exceed five kilograms for each 20-package lot.
  - q. The delivery of warehouse warrants or other documents of title to the tea by the Buyer to the Producer shall be deemed to be the transfer of tea to the Buyer. If payment is made by cheque, delivery shall be withheld until the cheque is cleared.
  - r. The physical transfer of tea by the selling Producer to the Buyer shall be deemed to have taken place only after collection of the tea by the Buyer.
  - s. In the case of loss of tea from flood, fire or Act of God, strikes, riots or civil commotion and/or acts and operations of war, civil war, invasion, act of foreign enemy, mutiny/ military rising, insurrection, rebellion, revolution or similar happening occurring previous to Prompt Date the

contract for such portion of the goods shall be void, and no claim whatsoever shall be permissible for any loss so caused.

- t. In the case of delivery being prevented by any of the aforementioned perils, arrangements may be made by iTea involving both the Buyer and the Producer for an extension of the delivery period up to a maximum of fourteen days, after which the contract shall be deemed void if delivery is still not obtainable. The contract may also by mutual arrangement between the Buyer and the Producer be cancelled if delivery is not obtainable on Prompt Date.
- u. Should there be a claim on quality of a Tea Invoice; the Buyer is to notify the Producer and iTea within fourteen days from Prompt Date and to submit a written claim to the Producer and iTea within thirty days from the Prompt Date.

## **8. PAYMENT SETTLEMENT**

- a. A Settlement Bank partner has been integrated as a third party to handle all payments
- b. All payments once made by the Buyers shall be instantaneously remitted to the beneficiaries
- c. The beneficiaries for each Invoice sale are the Producer, the Warehouse and the Trading Platform each receiving their dues as below
  - 1) Producer – full invoice value less the warehouse charges and the agreed Trading Platform commission
  - 2) Warehouse – the prescribed warehouse charges
  - 3) Trading Platform – the agreed Trading Platform commission

## **9. DISPUTE RESOLUTION**

- a. iTea shall have a Dispute Resolution Committee which shall be composed of:-
  - 1) iTea Legal Representative
  - 2) **iTea eBazaar** Buyer Representative
  - 3) **iTea eBazaar** Producer Representative
  - 4) A Warehouse Representative
  - 5) A Tea Regulator Representative
- b. The Dispute Resolution Committee shall have jurisdiction to deal with:-
  - 1) Breach of User Terms & Conditions
  - 2) Unprofessional behavior by the User
- c. The Dispute Resolution Committee shall be guided by the following rules:-

- 1) Any User aggrieved by or having knowledge of the breach of the User Terms & Conditions shall report to iTea who shall notify the Chairman of the Dispute Resolution Committee within 7 days
- 2) The Dispute Resolution Committee upon receipt shall write to the aggrieved User acknowledging receipt of the complaint. The accused User shall be notified of the complaint and invited to file a response within fourteen (14) days.
- 3) Once a response to the complaint is filed with the Dispute Resolution Committee, the Committee initiates investigation of the complaint and conclude the same within fourteen (14) days
- 4) Thereafter, the Dispute Resolution Committee shall invite the complainant and the alleged accused for a hearing to be conducted fourteen (14) days after investigation.
- 5) The Dispute Resolution Committee shall then make a conclusive judgment on the complaint within fourteen (14) days after the hearing.
- 6) Every party shall be accorded fair hearing as provided under the governing Law.
- 7) The decision shall be appealable to the Regulator.

## **10. APPLICABLE CODE OF CONDUCT BY ALL iTea eBazaar System Users**

This shall be cited as the Code of Conduct and Business Ethics to be observed by all Users to the *iTea eBazaar* Trading Platform. This is a commitment made by all Users to conduct their business activities at the Platform in full compliance with all laws and regulations in an ethical, transparent and professional manner while maintaining the highest of standards, and treating all others with integrity. This is expected to generate trust among all players including our customers, business partners, suppliers, the Government and the community in general. This is our bond that forms the bedrock of our values that shall govern the way we shall run our activities and represent what we stand for. The letter and spirit of this Code is mandatory to all Users and underscores the very essence of *iTea eBazaar* Trading Platform.

### **(i) Observing the Government Laws, Rules and Regulations**

All Users of *iTea eBazaar* commit to observe and comply with all Government Laws and Regulations, and any other Rules set in conducting oneself in a tea Trading platform. As such, any activities to the contrary including illegalities such as fraud and corrupt practices, are completely prohibited and if proven shall result to immediate suspension of subscription and reporting to the relevant legal authorities and notifying other Users.

### **(ii) Truthful and Morally Correct Business Conduct**

Each User of the *iTea eBazaar* Trading Platform shall be truthful, keep high standards of behaviour and character at both professional and personal levels. This shall entail acting honestly and ethically, keeping away from all illegalities or any disrespectful conduct when doing business on the *iTea eBazaar* Trading Platform. These ethos shall be observed by all those working for and with all Users.

### **(iii) Conflict of Interest**

A conflict of interest occurs when a User's personal interest is adverse to, or may appear to be adverse to the interests of the *iTea eBazaar* and thus putting into question the actions, judgment,

and/or decisions being made by such a User and which compromises their objectivity and effectiveness.

When such a situation arises, the Users are directed to remove themselves and not use their positions for improper personal gain, their close associates or companies. Users must declare a conflict of interest and once declared must disqualify themselves from direct participation in the conflicted activity.

**(iv) Observing this Code of Conduct and the entire Trading Rules & Regulations**

All Users must strictly observe the *iTea eBazaar* Code of Conduct together with the Trading Rules & Regulations as set out by iTea as they are supposed to have seamless and orderly conduct by all Users. This underscores the rectitude of all.

It is expected that all Users take time to internalize the Trading Rules & Regulations and observe the standards of this Code at all times.

**(v) Reporting Any Concerns**

All Users are encouraged to report any concerns to do with a possible threat to this Code, whether real or imagined. Failing to make such a report is itself a breach of the Code.

Any concerns raised shall be investigated in confidence with no adverse action on the reporting entity.

**(vi) Enforcement**

iTea will oversee the administration of the Code of Conduct and respond promptly and professionally to any submissions or allegations that may be forwarded by its Users.

**(vii) Pledge of Commitment to the Code**

This Code of Conduct is very clear on observing the laws and behaving ethically. While this is the case, each User is expected to commit individually and severally by making a pledge, that signifies that commitment.

I/We, .....(Name of individual/Company) confirm that I/we have read the Code of Conduct and understand that I/we individually and severally pledge to observe its standards and report immediately any action that appears in breach of these standards.

**11. LIMITATION AND EXCLUSION OF LIABILITY**

- a. iTea's liability in contract, tort or otherwise (including liability for negligence) under or in connection with this Agreement is limited to Kshs One hundred thousand (Kshs 100,000).
- b. This limitation of liability is cumulative and not per incident.
- c. You agree that the following exclusions of liability are reasonable:
  - i. iTea, its officers, employees, sub-contractors agents and partners will not be liable to you or any party for
  - ii. Any indirect or consequential loss or damage whatsoever, whether it is foreseen or unforeseen, including but not limited to loss of profits, data, revenue, business, anticipated savings or goodwill or loss of life;

- iii. Any losses arising in connection with any failure, interruption, delay, suspension or restriction in providing the Services to you which is due to a Force Majeure event;
  - iv. The loss, late receipt or non-readability of any download, transmission, or other communications or loss of data, data privacy or security transmission;
  - v. For any damage to Your Equipment following the use of the Services. You acknowledge and accepts that iTea does not guarantee the security of the Services against unlawful access or use, you shall therefore be required to take reasonable precautions while using the Services including adopting such appropriate security measures against unauthorized access to and interference with Your Equipment, associated software or equipment, hardware and data (including back up) as you deem necessary; and
  - vi. Any Charges or losses incurred as a result of or unauthorized use of the Services including following a theft of the same.
- d. Except as provided in this Agreement, iTea provides no warranties, conditions or guarantees as to the description or quality of the Services and all warranties, conditions or guaranties implied by or expressly incorporated as a result of custom and practice, statute, common law or otherwise are hereby expressly excluded so far as is permitted by law.
- e. Notwithstanding any other provisions of this Agreement, you confirm and undertakes to indemnify and keep indemnified iTea on demand for and against all proceedings, costs (including reasonable legal fees), claims, damages, expenses and liabilities of whatsoever nature howsoever suffered or incurred by iTea arising out of or by reason of any act or omission by you, or your employees, representatives or agents in the performance of your obligations under this Agreement including but not limited to any breach or non-compliance with any terms of this Agreement or negligence.

## **12. TERMINATION AND SUSPENSION**

- a. iTea may in its sole discretion suspend or terminate your access to the Services without liability to compensate you for any period during which:
- 1) Where you fail to comply with your obligations under this Agreement;
  - 2) iTea is required or requested to comply with an order or instruction of or on recommendation from the Government, court, regulator or other competent authority;
  - 3) iTea reasonably suspects or believes that you are in breach of the terms and conditions of this Agreement or any other terms and conditions referred to herein;
  - 4) Such a suspension or variation is necessary to facilitate modifications to, or allow for planned maintenance of the Services;
  - 5) You fail to pay any Fees required to facilitate access to the Services;
- b. You may terminate this Agreement at any time by giving a six months' notice in writing to iTea.
- c. You shall reimburse iTea for all reasonable costs and expenses incurred as a result of the suspension, termination or variation of the Services where the suspension, termination or variation is implemented by iTea as a result of any act or omission by you.

### **13. CONSEQUENCES OF TERMINATION**

Termination shall not affect any provision of this Agreement expressed to have effect after termination, or any other rights either Party may have against the other Party subsisting at the time of termination

### **14. VARIATION OF THE AGREEMENT**

iTea may change this Agreement at any time and will give you notice of the changes under clause in accordance with clause 12 (Notices and No Waiver).

### **15. NOTICES AND NO WAIVER**

- a. Any notices in regard to any information that we may wish to send to you from time to time including but not limited to variations to these, modifications/variations to the Services or Fees, any promotions and other information will be through a written notice and advertisement on the iTea website [www.itea.co.ke](http://www.itea.co.ke).
- b. You will be deemed to have been bound by such variation by continuing to use the Services.
- c. Any invoices or notices for purposes of legal proceedings will be served:
  - I. In the case of you: at your last known address as set out in the application form completed by you; or
  - II. In the case of iTea: by hand delivery to iTea offices on 3<sup>rd</sup> Floor Panesar Centre, Mombasa Road, Nairobi, Kenya and marked for the attention of the CEO. Such notices will be deemed to have been received (if dispatched in the manner described above) 5 business days after mailing if forwarded by post and the following business day if hand-delivered or dispatched by E-mail.
- d. "Business day" for the purposes of this clause 11 means Monday to Friday between the hours of 0900 and 1700, excluding public holidays.
- e. Any failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

### **16. ARBITRATION**

- a. Save as may otherwise be provided herein, all questions in dispute arising between the Parties and all claims or matters in such dispute not otherwise amicably resolved settled between the Parties within a period of thirty (30) days (or such longer period as may be agreed upon between the parties) shall be referred to arbitration.
- b. Arbitration shall be by a single Arbitrator to be appointed by agreement between the Parties or in default of such agreement within fourteen (14) days of such notification of such dispute by either Party to the other, upon application by either Party to the Chairman for the time being of Kenya Branch of Chartered Institute of Arbitrators of the United Kingdom and any Arbitration proceeding shall take place in Nairobi.
- c. Every award made under this clause shall be made in accordance with the provisions of the Arbitration Act 1995 (Act No. 4 of 1995) or other Act or Acts for the time being in force in





**ITEA EBAZAAR TRADING  
PLATFORM RULES & REGULATIONS  
& AGREEMENT - APRIL 2023**

Kenya in relation to Arbitration. To the extent permissible by law, the determination of the Arbitrator shall be final and binding upon the Parties.

- d. Notwithstanding these Arbitration provisions, the Parties shall not be precluded from seeking urgent injunctory relief, in which case the Parties submit to the exclusive jurisdiction of the High Court of Kenya.

**17. GOVERNING LAW**

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of Kenya.

**IN WITNESS HEREOF** this Agreement has been duly executed by the parties herein on the day and year hereinbefore written.

**SIGNED & SEALED** with the **COMMON SEAL** by )

**ITEA LIMITED** )

In the presence of )



**ITEA EBAZAAR TRADING  
PLATFORM RULES & REGULATIONS  
& AGREEMENT - APRIL 2023**

Director \_\_\_\_\_ )

Director/Secretary \_\_\_\_\_ )

**SIGNED & SEALED with the COMMON SEAL by  
..... COMPANY LIMITED**

In the presence of

Director \_\_\_\_\_ )

Director/Secretary \_\_\_\_\_ )

**DRAWN BY: -**

**Ochieng Teddy Advocates,**

Kenrail Towers, 1<sup>st</sup> Floor, Southern Wing, Ring Road,

P.O. Box 24755-00100, **NAIROBI**

**Phone: - 020 2028382 or 0111392478**

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