



African Network Information Centre (AfrinIC) Ltd
11th Floor, Standard Chartered Tower,
19 Cyrcercity,
Ebene,
Mauritius

20 October 2021

Dear Sirs,

Re: Legal Services to to African Network Information Centre (AfrinIC) Ltd (the "Company")

1. Thank you for confirming the appointment of our firm in respect of the above matter.
2. **Non-conflict**
 - 2.1 C&A Law (hereinafter referred to as the "**Firm**" or "**we**" or "**us**") is a Law Firm incorporated in Mauritius, duly registered under the Law Practitioners Act 1984 (as amended) of Mauritius and is entitled to advise on Mauritian laws.
 - 2.2 Our Firm will be working together with Anwar Moollan, Senior Counsel, of the Chambers of Sir Hamid Moollan QC with respect to the Legal Services at paragraph 3 of this letter.
 - 2.3 We confirm that neither our Firm nor any of its members have any conflict of interest whatsoever, in acting for the Company in connection with the following cases, as from 01 August 2021 (the "**Cases**"):

(a) Afri Holdings Ltd v African Network Information Centre (AfrinIC) Ltd [SC/COM/WRT/000295/2020]

On 12 June 2020, the applicants (Afri Holdings Ltd, Netstyle A. Ltd & Elad Cohen) lodged an application for injunction following reclamation by the Company of misappropriated IP number resources.

(b) Cloud Innovation Ltd v African Network Information Centre (AfrinIC) Ltd i.p.o Registrar of Companies [SC/COM/PET/000275/2021]

Cloud Innovation Ltd lodged a case against the Company on 24 May 2021 seeking, *inter alia*, the status of a Registered Member as well as financial compensation in the sum of USD 1.8 Billion.



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(c) Cloud Innovation Ltd v African Network Information Centre (AfriNIC) Ltd [SC/COM/MOT/000382/2021]

Cloud Innovation Ltd lodged an application for an injunction against the Company on 07 July 2021 requiring its board of directors to ratify a certain resource transfer policy.

(d) Cloud Innovation Ltd v African Network Information Centre (AfriNIC) Ltd [SCR No. 5C/30/21]

Cloud Innovation Ltd lodged an appeal on 13 July 2021 against the judgment delivered on 07 July 2021 in favour of the Company in the case of Cloud Innovation Ltd v African Network Information Centre (AfriNIC) Ltd [SC/COM/WRT/000168/2021].

(e) African Network Information Centre (AfriNIC) Ltd v Cloud Innovation Ltd & Ors [SC/COM/JICA/000471/2021]

On 26 July 2021, the Company applied for the discharge or at least a variation of the terms of the provisional attachment order issued on 23 July 2021 (the "**Provisional Attachment Order**") in the *ex parte* case of Cloud Innovation Ltd v African Network Information Centre (AfriNIC) Ltd & Ors [SC/COM/JICA/000465/2021].

The application was set aside on 13 August 2021.

(f) Cloud Innovation Ltd v African Network Information Centre (AfriNIC) Ltd & Ors [SC/COM/JICA/000476/2021]

Cloud Innovation Ltd initiated an application on 27 July 2021 to validate the Provisional Attachment Order that was granted in its favour on 23 July 2021.

On 15 October 2021, the application was set aside.

(g) Cloud Innovation Ltd v African Network Information Centre (AfriNIC) Ltd [Cause Number no available yet]

Cloud Innovation Ltd lodged a defamation case on 03 August 2021 against the Company, its Chairman and Chief Executive Officer for damages in the sum of USD 80,000,000.



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- (h) **Cloud Innovation Ltd v African Network Information Centre (AfriNIC) Ltd [SCR 122087- 5A/194/21]**

Cloud Innovation Ltd lodged a contempt of court case on 03 August 2021 against the Company and its Chief Executive Officer.

- (i) **African Network Information Centre (AfriNIC) Ltd v Cloud Innovation Ltd & Ors [SC/COM/JICA/000536/2021]**

On 19 August 2021, the Company made an application for the discharge/*mainlevée* of the Provisional Attachment Order issued in the *ex parte* case of Cloud Innovation Ltd v African Network Information Centre (AfriNIC) Ltd & Ors [SC/COM/JICA/000465/2021].

Following the judgment issued on 15 October 2021 in case bearing reference number [SC/COM/JICA/000476/2021], this case no longer had its *raison-d'être*.

- (j) **Cloud Innovation Ltd v African Network Information Centre (AfriNIC) Ltd [CN 1382/2021]**

On 06 September 2021, Cloud Innovation Ltd lodged an application for an injunction to, *inter alia*, restraint the Company from acting on its letter dated 27 August 2021 and from terminating the membership of Cloud Innovation Ltd as as Resource Member.

- (k) **Logic Web Inc v African Network Information Centre (AfriNIC) Ltd [SC/COM/WRT/000705/2021]**

On 01 October 2021, Logic Web Inc lodged an application for an injunction to *inter alia*, restraint the Company from taking any step to unilaterally or otherwise reclaim the IP prefix 196.52.0.0/14 legacy subnet.

- (l) Complaint (CR 783) recorded with the Competition Commission of Mauritius ("**CCM Complaint**").

3. Legal Services

3.1 The services which we propose to offer in respect of the Cases are as follows:

- (a) Legal representations before the Supreme Court of Mauritius (the "**Court**");
- (b) Drafting of and filing of all pleadings/documents in accordance with the Company's instructions;



- (c) Conference calls and/or meetings with the representatives of the Company in connection with the Cases;
- (d) Defending the Company's best interests before the Court; and
- (e) Legal assistance to the Company in connection with the CCM Complaint

3.2 Ad hoc assistance to the Company.

3.3 Legal assistance and representations with respect to any new cases initiated or defended on behalf of the Company.

4. Quote for Legal Services

- 4.1 Our Firm's professional fees (including the professional fees of Anwar Moollan, Senior Counsel, for the services which we propose to offer as per paragraph 3 will be USD 1000 per hour (the "**Professional Fees**").
- 4.2 Note that the Professional Fees are exclusive of VAT currently at a rate of 15% and disbursements.
- 4.3 The scope of our work will be limited to the matters set out at paragraph 3 (Legal Services) of this letter and it is important that all information which has a bearing on the provision of our legal services should be provided promptly to us.
- 4.4 We will ensure that at all times, at least two (2) members of C&A Law will be made available and have direct and continuous involvement on any assignment relating to the Company and the matters set out at paragraph 3 of this letter.
- 4.5 We will endeavour to incur costs on the Company's behalf as carefully as possible. We know that expenditures can add up and care will be taken to ensure that unnecessary costs are avoided. The Company authorises us to incur on its behalf out-of-pocket expenses that we consider appropriate ("**disbursements**"). Disbursements may include long distance and cellular telephone calls, travel expenses, parking, photocopying, faxes, couriers, postage, binders and binding charges, printing, transcripts, expert opinions, searches and registrations, and computer and other research charges.
- 4.6 The Company will be responsible for the payment of our fees, disbursements and expenses in a timely manner and in no event, later than 30 days after the date of our invoice. We will issue our invoice to the Company or to such other entity which the Company may instruct.



5. Data Protection

- 5.1 For the purposes of the Mauritius Data Protection Act 2017 (the "DPA") and the European Union's General Data Protection Regulation 2016/679 (the "GDPR"), each of the Firm and the Company (including on behalf of its relevant subsidiaries) (each a "party") consents to the other party collecting, procuring, retaining and processing of personal data, including specified categories of personal data, of which it is the subject, in relation to this letter in Mauritius and to such other relevant jurisdiction as may be required for the purposes of the statutory demand and to transfer or disclose same to the designated agents, nominees, trustees, or préposés of the other party to whom such personal data must be transferred/disclosed, whether inside or outside of Mauritius and to such other relevant jurisdiction as may be required for the purposes of the statutory demand or generally of the European Economic Area in connection with the performance of this letter, or for meeting their respective legal, regulatory, reporting and/or financial obligations towards governmental, regulatory and taxation authorities as applicable.
- 5.2 In cases of transfer of personal data outside of Mauritius and to such other relevant jurisdiction as may be required for the purposes of the statutory demand, each party:
- (a) consents to the other party that the processing, including the transfer itself, of the personal data by it has been and, up to the moment of the transfer, will continue to be carried out in accordance with all the relevant provisions of the DPA and GDPR (and where applicable has been notified to the relevant authorities); and
 - (b) shall ensure (except in relation to countries where the disclosing party conducts or intends to conduct business, or as otherwise agreed by the parties) that the country to which personal data is transferred provides adequate protection for the processing of such personal data.

6. Termination

- 6.1 Unless it is expressly agreed or is implied in the arrangements for a particular matter, either party may terminate the engagement letter at any time for good reasons and upon reasonable notice. Notwithstanding any termination by either of us, you agree to pay our fees, costs and VAT incurred up to the date of termination and in relation to any work that we are required to do up to the date of termination. We shall have a lien on all your papers and any other assets we may be holding pending payment of all sums due to us.



7. Miscellaneous

- 7.1 The scope of our work will be limited to the matters set out in this letter and it is important that all information which has a bearing on the provision of the Legal Services should be provided promptly to us.
- 7.2 We will not be liable for any loss, damage, cost or expense whatsoever and howsoever caused, incurred, sustained or arising from fraudulent acts, misrepresentation or willful default on the part of the Company, its directors, its members, business and/or strategic partners, employees or other representatives.
- 7.3 All communications and all information, not being in the public domain, whether written, visual or oral and all other material supplied to or obtained by each party in the course of or as a result of the discharge of our obligations under this letter and all information relating to any improvement, report, recommendations or advice given to the Company by the Firm in pursuance of our obligations herein shall be treated by each party, its representatives or assigns, as confidential and shall not be disclosed by any of the parties to any third party or published without the prior written consent of the other party.
- 7.4 This letter will be governed and construed in accordance with Mauritian laws.
- 7.5 We will be grateful if you would confirm the terms of our engagement by signing and returning a copy of this letter.

We look forward to a fruitful collaboration.

Yours faithfully,



Parhveena GOKHOOL

For and on behalf of:-

C&A Law (Registered as a Law Firm in Mauritius)

Business Registration Number: C09086370 | Law Firm Registration Number: MLF/3/2009

Acknowledged and agreed on behalf of **African Network Information Centre (AfriNIC) Ltd**

Kayihura N. Edsly

Name: KAYIHURA MABANO EDDY

Position: CHIEF EXECUTIVE OFFICER

Date: 25 OCTOBER 2021