



**Transaction Advisor Service  
Agreement**

**Between**

**Berhan Bank S.C.**

**And**

**Ethio Capital Solutions PLC  
(acting on behalf ECS-SIB  
Consortium)**

**For the Registration of Securities  
at ECMA**

**BrB/TA/2025/26/05**

**Addis Ababa**

**September 22, 2025**



## Transaction Advisory Service Agreement

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This Transaction Advisory Service Agreement ("Agreement") is made as of 22 September 2025,

by and between

**Berhan Bank S.C.**, a licensed commercial bank organized under the laws of Ethiopia, with its principal place of business at Addis Ababa, Bole Sub-city, Kebele 03/05 House No. 2185 Tel. 0116 630127 P.O.Box 387 code 1110 Fax 0116 623431, hereinafter referred to as "**the Bank**";

And

**Ethio Capital Solutions Plc**, a licensed advisory services company, acting on behalf of – ECS-SIB Consortium, in good standing with the Ethiopian Capital Market Authority (ECMA), with its principal place of business at Addis Ababa, Kirkos S.C., Woreda 10, H.No. New9-03&04, hereinafter referred to as "**the Advisor**".

**WHEREAS**, the Ethiopian Capital Market Authority (ECMA) has issued Directive 1030/2024 to provide detailed guidance and requirements for the registration and offering of securities in accordance with the Proclamation.

**WHEREAS**, the Bank is desirous of registering its securities with the ECMA in compliance with Proclamation 1248/2021 and Directive 1030/2024.

**WHEREAS**, the Advisor possesses specialized knowledge, expertise, and experience in securities registration processes and capital markets compliance and duly licensed to provide transactional advisory services under Ethiopian law.

**WHEREAS**, the Bank wishes to engage the Advisor to provide professional advisory services for the registration of its securities and the Advisor agrees to provide such services, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:



## Transaction Advisory Service Agreement

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### Article One

#### Purpose of Agreement

The Bank hereby engages the Advisor to provide professional transaction advisory services in relation to the registration of its securities with the Ethiopian Capital Market Authority (ECMA), in compliance with the Capital Market Proclamation No. 1248/2021 and Directive No. 1030/2024 on the Registration of Securities.

### Article Two

#### Definitions and Interpretation

##### 2.1 Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

2.1.1 "Proclamation" means the Capital Markets Proclamation No. 1248/2021 as amended from time to time.

2.1.2 "Directive" means the ECMA Directive 1030/2024 on Securities Registration and Offering Requirements as amended from time to time.

2.1.3 "ECMA" means the Ethiopian Capital Market Authority established under the Proclamation.

2.1.4 "Securities" means the Bank's securities which was issued and proposed to be issued and offered following registration at ECMA.

2.1.5 "Registration Application" means the comprehensive submission to ECMA for approval of securities offering, including all required documentation, disclosures, and applications.

2.1.6 "Services" means the advisory services to be provided by the Advisor under this Agreement as detailed in Article Three.



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2.1.7 "Engagement period" shall mean the length of time that Advisor will be retained by the Bank pursuant to the terms of the Transaction.

2.1.8 "Confidential Information" shall, for the purposes of this Agreement, include without limitation any financial, strategic, technical, commercial and scientific information, know-how, trade secrets, design, software and data in whatever form, communicated to the consultant or acquired by the consultant from the client during the course of the contract envisaged above.

2.1.9 "Consortium" shall refer to the group of companies, namely, Standard Investment Bank and Ethio-Capital Solutions PLC, jointly delivering the transaction advisory services.

### Article Three

#### Scope of Services

##### 3.1 Scope of Services

The Advisor shall provide the following services to the Bank:

**3.1.1. Comprehensive Regulatory Assessment:** Conduct a thorough analysis of the Bank's current capital structure, and existing securities to determine regulatory requirements under the Proclamation and Directive.

**3.1.2. Documentation Preparation:** Prepare, compile, and organize all required documentation for the registration process, including but not limited to the prospectus, offering documents, financial statements, and corporate governance policies.

**3.1.3. Due Diligence Coordination:** Conduct thorough due diligence on the Bank, including but not limited to corporate and legal documents, ownership and share capital, securities information, financial information, material contracts, and others required by the relevant law.

**3.1.4. Coordination:** Coordinate with the Bank's external legal advisor, auditor and other stakeholders throughout the registration process to obtain the required information/data as per the Directive.



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**3.1.5. ECMA Liaison:** Serve as the primary liaison between the Bank and ECMA throughout the registration process, including all communications, submissions, and responses to regulatory inquiries.

**3.1.6. Compliance Advisory:** provide advice on corporate governance, disclosure requirements, and ongoing compliance requirements with ECMA regulations following successful registration of securities. And guiding the Bank to ensure compliance with all applicable directives, guidelines, and regulations issued by ECMA.

**3.1.7. Other:** handle any other duties required for the registration of securities per the Proclamation and Directive.

## ARTICLE FOUR

### Duration of Engagement

4.1. The engagement period shall commence on the Effective Date of this Agreement and shall continue until the earliest of the following:

- 4.1.1 The completion of ninety (90) calendar days from the commencement date of this Agreement, or until the successful conclusion of the Transaction, whichever occurs first. .
- 4.1.2 The termination of this Agreement pursuant to Article Twelve.
- 4.1.3 The Advisor shall submit registration statement along with all the required documents for the registration of securities at ECMA within sixty (60) calendar days from the commencement date of this agreement.
- 4.1.4 The Advisor shall submit a detailed project plan with timelines before signing the contract. The project plan should be signed by both parties.
- 4.1.5 The Project Plan is part and parcel of this Agreement.
- 4.1.6 If there is any delay, the Advisor shall promptly notify the Bank in writing of the fact of the delay, likely duration and its cause(s).



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- 4.1.7 As soon as practicable after receipt of the advisor's notice, the Bank shall evaluate the situation and may at its discretion extend the advisor's time for performance, with or without liquidated damages, in the case the extension shall be ratified by the parties by amendments of the contract.
- 4.1.8 In such case the advisor is obligated to pay 0.1% of the total contract price for everyday it defaults to advisory service which shall not exceed 10% of the contractual price for such service i.e. **Birr 1,075,250.00 (Birr One Million Seventy Five Thousand Two Hundred Fifty).**

### ARTICLE FIVE ADVISOR'S RESPONSIBILITY

The Advisor shall perform the following specific responsibilities in connection with the engagement:

#### 5.1 Registration Strategy Development

- 5.1.1. Develop a comprehensive strategy for registering securities with ECMA, including sequencing, timing, and regulatory approach.
- 5.1.2. Identify potential regulatory obstacles and develop contingency plans to address them.

#### 5.2 Documentation, Preparation and Review

- 5.2.1. Prepare all required registration documents, including the main application form, prospectus, and supporting documentation as specified in Directive 1030/2024.
- 5.2.2. Review the completeness of all financial statements, legal opinions, and corporate records to be submitted with the registration application.
- 5.2.3. Coordinate with the Bank's external legal advisor, auditors, and other professional advisors to obtain necessary information and opinions.



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### 5.3. Regulatory Compliance Assurance

5.3.1. Ensure that all aspects of the registration application comply with the requirements of the Proclamation and Directive, as well as any other applicable ECMA regulations.

5.3.2. The Advisor shall assist the Bank in complying with ongoing disclosure obligations as mandated by ECMA, including timely reporting of material developments, financial statements, and other required filings after the securities are registered.

5.3.3. The Advisor shall ensure adherence to all relevant laws, regulations, rules, guidelines, policies and ethical standards relating to securities registration, capital markets operations, and professional conduct during the term of this agreement.

### 5.4 Representation before ECMA

5.4.1. Act as the Bank's primary representative in all interactions with ECMA regarding the registration process.

5.4.2. Submit the registration application and all supporting documents to ECMA on the Bank's behalf.

5.4.3. Respond promptly and thoroughly to any inquiries, comments, or requests for additional information from ECMA.

### 5.5 Others

5.6.1. Execute the Scope of Work as defined in Article Two and technical proposal.

5.6.2. The Advisor shall assist the Bank in implementing proper KYC procedures for dematerialization of securities.

5.6.3. Provide regular progress reports and updates.

5.6.4. The technical proposal submitted by ECS-SIB Consortium shall constitute an integral component of this agreement.



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### ARTICLE SIX

#### BANK'S RESPONSIBILITIES

The Bank shall have the following responsibilities throughout the term of this Agreement:

- 6.1. Provide the Advisor with complete, accurate, and timely access to all information, documents, records, and team necessary for the Advisor to perform the Services.
- 6.2. Provide reasonable access to the Bank's Board of Directors, management, auditors, and advisers as required for the purposes of the Transaction.
- 6.3. Promptly review and provide comments on drafts prepared by the Advisor and approve final versions in a timely manner.
- 6.4. Make timely payments of the professional fees as set forth in this Agreement.

### ARTICLE SEVEN

#### CONFIDENTIALITY OF REPORTS AND OWNERSHIP OF DOCUMENTS

- 7.1. All documents and reports made available to the Advisor by the Bank under the terms of this agreement shall be treated as confidential by the Advisor and its team and shall not without the Bank's written consent, be made available to any person or party.
- 7.2. All documents and reports submitted by the Advisor to the Bank shall be the property of the Bank may be used by the Bank for any purpose it may so wish.
- 7.3. All information gathered under this contract by the Advisor and all reports and recommendations arising there from shall be treated as confidential by the Advisor and shall not, without the Bank's written approval, be made available to any third parties.
- 7.4. The Advisor agrees that they shall protect the Confidential Information disclosed pursuant to the provisions of this Agreement, using the same standard of care that they apply to safeguard their own proprietary, secret or Confidential Information and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorized disclosure thereof.



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7.5. Confidentiality and non-disclosure agreement shall constitute an integral component of this agreement, thereby rendering such obligations binding upon the parties for the duration of the agreement and surviving its termination in accordance with the governing provisions.

### ARTICLE EIGHT DATA PROTECTION

8.1. Each party to this agreement acknowledges the importance of protecting the privacy of all information provided by the other party and warrants that in dealing with data collected during the Transaction, they shall at all times strictly comply with the Data Privacy Law of Ethiopia.

8.2. The parties hereby agree that in dealing with data collected for the purposes of this relationship, the data shall be used only in accordance with the terms of this agreement and for purposes connected to the provision of the transaction, in accordance with the lawful and reasonable instructions of the party providing the data and with the consent of the data subjects.

8.3 Each party to this agreement shall:

8.3.1 Comply with the specific security and data protection obligations imposed on them in terms of applicable data protection legislation; and/or

8.3.2 Where applicable comply with the specific obligations imposed on them in terms of the Data Protection Regulations Ethiopia in respect of the specific role they fulfil in terms of providing the services as agreed between the parties; and/or

8.3.3 Take, implement and maintain all such technical and organizational security measures and procedure necessary or appropriate to preserve the security and confidentiality of information in its possession and to protect such confidential information against unauthorized or unlawful disclosure access or processing accidental loss destruction or damage.

8.4 The parties undertake and agree not to disclose to any unauthorized person any data compiled, collected or created as a result of their co-operation under this Agreement.



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### ARTICLE NINE

#### LIABILITIES

9.1. In the event the Advisor breach or fail to comply with any terms and conditions of this Agreement or the Bank's specifications, they shall, if the issue is remediable, address and rectify the breach or failure at the Bank's request. This remediation will be undertaken at no additional cost within the engagement period.

9.2. Neither Party will be liable for any loss of profits.

9.3. The Advisor shall be liable for direct, indirect or consequential damages, losses or expenses that the Bank may suffer resulting from the Advisor's negligence, failure to perform obligations within the engagement period or breach of this agreement.

9.4. The Advisor shall indemnify and hold harmless the Bank from and against any claims, losses, or damage resulting from the Advisor's actions, errors, or losses.

### ARTICLE TEN

#### FEES AND EXPENSES

The total professional fee (total contract amount) is **Birr 10,752,500.00 (Ten Million Seven Hundred Fifty Two Thousand Five Hundred only)**, including tax. This amount is to be paid by the Bank to the Advisor for the comprehensive service of the registration of securities as outlined in this agreement.

### ARTICLE ELEVEN

#### TERMS OF PAYMENT

11.1. The Bank shall pay the fees to the Advisor as follow:

11.1.1. The Bank will pay 20% (Twenty Percent) of the total contract amount, totaling **Birr 2,150,500.00 (Birr Two Million One Hundred Fifty Thousand Five Hundred Only)** to the Advisor upon Contract Signoff and Service kickoff. This payment will be contingent upon the Advisor providing a corresponding 20% (Twenty Percent) **Birr 2,150,500.00 (Birr Two Million One Hundred Fifty Thousand Five Hundred Only)** Advance Payment Guarantee from a reputable bank, structured as a Cash Payment Order (CPO) or a Bank Guarantee.



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11.1.2. The Bank will pay 40% (Forty Percent) of the total contract amount, totaling **Birr 4,301,000.00 (Birr Four Million Three Hundred One Thousand Only)** to the Advisor upon submission of final registration documents to ECMA. This payment is contingent upon receiving confirmation from the appropriate personnel on the Bank's side.

11.1.3. The Bank will pay 40% (Forty Percent) of the total contract amount, totaling **Birr 4,301,000.00 (Birr Four Million Three Hundred One Thousand Only)** to the Advisor upon receiving certificate of registration from ECMA.

11.2. The Bank will pay the payment to the Advisor by transferring to Advisor account at Berhan Bank S.C. **2502650163739** within seven days, when written request and legal receipt issued by the Advisor and approval of the work done by the Bank.

11.3. The Advisor shall be responsible to furnish Unconditional Performance Guarantee **Birr 1,075,250.00 (Birr One Million Seventy Five Thousand Two Hundred Fifty).**

1.4. The proceeds of the performance bond shall be payable to the Bank as compensation when the Advisor failed to complete its performance obligations under the Contract.

## ARTICLE TWELVE

### TERMINATION

#### 12.1 Grounds for Termination

##### a) Termination for Cause:

Either party may terminate this agreement immediately upon written notice if the other party materially breaches any term, condition, or obligation under this agreement and fails to cure such breach within 15 days after receipt of written notice specifying the breach.

##### b) Termination for Non-performance:

If either party fails to perform its material obligations under this agreement for reasons other than force majeure, the non-defaulting party may terminate this agreement by providing at least fourteen (14) days' prior written notice to the defaulting party, specifying the grounds for termination.



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### 12.2 Advisor-Initiated Cancellation:

If the advisor cancels or terminates the project without cause after completing a defined phase, the advisor shall be liable to pay a termination fee equal to the total contract price, whichever is applicable, as determined at the time of cancellation.

### 12.3 Effect of termination

12.3.1. Termination shall not affect any rights, claims, or liabilities of either party that have accrued prior to the effective date of termination. All such rights and liabilities shall survive termination.

12.3.2. Within 7 days of termination, the advisor shall deliver all work-in-progress, deliverables, and related materials to the bank.

12.3.3. Any unpaid amounts due to either party shall become payable within 15 days of termination.

12.3.4. The failure of either party to enforce any provision of this article shall not constitute a waiver of such provision or any other rights under this agreement.

12.3.5. Provisions relating to confidentiality, intellectual property rights, indemnity, dispute resolution, and any other clauses that by their nature should survive, shall remain in effect after termination.

## ARTICLE THIRTEEN

### FORCE MAJERE

13.1. Force Majeure shall be construed as defined under Article 1792 to 1794 of the Civil Code of Ethiopia.

13.2. In the event of force majeure, the affected party shall, within 15 days after occurrences, notify the other party together with necessary evidence that proves the occurrences and its possible duration, if any.



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### ARTICLE FOURTEEN SETTLEMENT OF DISPUTE

14.1 If any dispute arises between the contracting parties, it shall first be settled amicably between the parties (the Bank and the Advisor).

14.2 A party claiming such dispute or difference, shall forthwith advise the other in writing thereof.

14.3 Upon receipt of such notice, the parties shall meet and negotiate in good faith in order to resolve such dispute or difference within a period of fourteen (14) business days.

14.4 If no agreement can be reached, it shall be settled by arbitration in accordance with the rules and procedures of the Addis Ababa Chamber of Commerce and Sectorial Association.

14.5 The Arbitration shall be conducted by three arbitrators chosen by each party. Each party appoints its arbitrator and the arbitrators jointly appoint the Chairman.

14.6 If the parties are unable to agree on the arbitrators within fourteen (14) days of receiving the notice of dispute, the arbitrators shall be appointed by the chosen arbitration institution.

14.7 To initiate arbitration, one party shall give written notice to the other party (ies) requesting arbitration, with a copy of the request submitted to the selected arbitration institution.

14.8 The arbitration process shall commence no later than twenty-eight (28) days from the date of receipt of the written notice.

14.9 The arbitration shall take place in Ethiopia and the language of arbitration will be Amharic.

14.10 The costs of arbitration shall be shared equally between the parties UNLESS the award expressly provides otherwise.



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14.11 No party may commence any court proceedings in relation to any dispute arising out of this agreement unless it has exhausted the alternative modes of dispute resolution unless the said court action is for purposes of obtaining orders and /or reliefs that are otherwise incapable of being granted by an Arbitration Tribunal.

### **ARTICLE FIFTEEN EXTENT OF AGREEMENT**

This Agreement represents the whole and entire agreement between the Bank and the Advisor and supersedes all prior negotiations, representations or agreements.

### **ARTICLE SIXTEEN MODIFICATION PROCEDURE**

Any Modification of the terms and conditions of this Agreement including any modification of the Scope of Service may only be made by mutual consent of the parties and in writing. Proposals in this respect from one party shall be given due consideration by the other party.

### **ARTICLE SEVENTEEN APPLICABLE LAW**

The present Agreement, its meaning and interpretation or the relation of the parties shall be governed in accordance with the laws of Ethiopia.

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

### **ARTICLE EIGHTEEN LANGUAGE**

All activities listed under Article Two are developed in the English language. Wherever the Bank deems necessary translation to the Amharic language will be carried out.



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### ARTICLE NINETEEN

#### NOTICES

Any notice or communication or request required or permitted to be made under the terms of this Agreement shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand or email or fax to the party to which it is required to be given or made at such party to which address specified hereunder or at such other address as either party may specify in writing. Either party may change its address provided hereunder by giving the other party notice of such change to meet the requirement of this clause.

### ARTICLE TWENTY

#### EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made in two (2) authentic copies and duly signed for and on their behalf by their authorized representatives on the date specified above at Addis Ababa, Ethiopia.

FOR AND ON BEHALF OF THE BANK      FOR AND ON BEHALF OF THE ADVISOR

(BERHAN BANK)

Name:

Position:

Date:

WITNESS

Name:

Signature:

Date:

ETHIOCAPITAL SOLUTIONS PLC)

Name:

Position:

Date:

Signature:

Date: