



Strategic Alliance Program Agreement

Between

RyteGate Technologies
("The Company")

AND

ENTER PARTNER NAME

("The Partner")

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RECITALS

- A. The Company is the manufacturer and seller of the Products which it markets and sells through various Partners.
- B. The Company and the Partner (the "Parties") have agreed to enter into this agreement for the purpose of establishing a supply and distribution agreement between them for the Products in the territory (the "Territory") described in Item 4- The Territory of Schedule A.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1. In this Agreement the following words and phrases mean:

1.1.1. "Agreement" means this partnership Agreement and includes all amendments or variations to this Agreement.

1.1.2. "Approval" means all permits, licenses or approvals required from time to time to sell or distribute the Products in the Territory.

1.1.3. "Confidential Information" means all the following:

- (a) the trade secrets of any Party;
- (b) the names of all past, present, and prospective consumers, including all records regarding products sold or supplied to them;
- (c) the names of all past, present, and prospective employees of such Party;
- (d) the Party's past, present, and prospective systems, methods and procedures used in the operation of such Party's business;
- (e) any other oral, written, electronic and/or recorded information of any Party's business, products, financial condition, operations, assets or liabilities;
- (f) any documentary information that is marked "Confidential", "Private", "Secret", "In Confidence" or "Not to be disclosed";
- (g) all notes, analyses, summaries, compilations, studies, projections, forecasts, budgets, price list or records of any Party that is marked confidential or which by its nature is confidential.

a) Confidential Information excludes information

- (a) generally available in the industry other than as a result of a wrongful disclosure,
- (b) independently acquired or developed by a Party without breach of this Agreement,
or
- (c) available to a Party on a non-confidential basis from a third person not bound by any confidentiality agreement or fiduciary obligation owed to the other Party.

1.1.4. "Consumer" means any person who purchases or may purchase any Products for use within

the Territory.

1.1.5. "Deliver/Delivery" means delivery of the Products to the Partner's nominated warehouse in the Territory.

1.1.6. "Dollars" means United States Dollars.

1.1.7. "Naira" means Nigerian Naira.

1.1.8. "partnership" means this partnership relationship between the Parties.

1.1.9. "Intellectual Property" includes but is not limited to copyright, trademarks, designs, patents, processes, and all other intellectual property that is capable of legal protection, regardless of whether such legal protection has been formally obtained.

1.1.10. "Invoice" means a tax invoice that complies with the tax laws in the territory.

1.1.11. "Law" means all applicable statutes, Acts, rules, regulations, and by-laws current in the Territory together with all amendments and replacing laws.

1.1.12. "Material Breach" means any of the following:

(a) any breach of a clause that is described as an essential term;

(b) any breach of a clause that is capable of rectification and the Party in breach has failed to rectify within 14 days after being requested so to do by the other Party.

1.1.13. "Merchantable" means saleable in the Territory under its Product description at its market price or, if applicable, fit for its ordinary purpose.

1.1.14. "New Products" means all new products of whatever kind that the Company introduces as part of its overall range of Products available for sale in the Territory and includes all enhancements, upgrades, new versions and/or replacements of any of the Products and/or newly developed products of the Company.

1.1.15. "Notice" means a notice in writing including those sent by facsimile, letter, email, and telex and conveyed in accordance with this Agreement.

1.1.16. "Order" means an Order placed by the Partner on the Company for any of the Products which Order must be in the form from time to time specified by the Company. The Order must include details of the Products' description, the quantity

ordered, the price per item in Dollars, the total price in Dollars, the requested time for Delivery and such other information as the Parties may reasonably require.

1.1.17. "Party/Parties" means the Parties to this Agreement and includes their lawful successors and assigns. Any reference to a party will include, where applicable, any subsidiary controlled by a Party or by the same persons who control that Party.

1.1.18. "Person" includes anybody that is recognized at Law in the Territory whether it be a natural person, an entity or corporation.

1.1.19. "Products" includes Stride ERP and all extensions of the Products. Products include all New Products and Samples.

1.1.20. "Quarterly" means a period of 3 months.

1.1.21. "Samples" includes supplies of the Products (which include New Products) for promotional purposes and all other promotion materials having regard to the then current and anticipated Consumer market in the Territory.

1.1.22. "Territory" means the Territory described in Item - The Territory of Schedule A.

1.1.23. "Term" means the period commencing from the date hereof and set out in Item - The Term of Schedule A, unless this Agreement is terminated by either Party during that period, in which case the Term will expire on the date of such termination. The Term also includes all extensions of the Term and all such other periods as the Parties may in writing agree.

1.1.24. "Year" means each period of 12 months during the Term, the first Year commencing on the date hereof and expiring on the day before the anniversary of the date hereof.

2. INTERPRETATION AND ADDITIONAL CLAUSES

2.1. Words importing any genders include all genders including the neuter gender.

2.2. Words importing the singular include the plural and vice versa.

2.3. The Parties agree that the Additional Clauses will each be expressed terms of this Agreement. To the extent there is any inconsistency between clauses in this Agreement and the Additional Clauses, the Parties agree that to the extent only of that inconsistency the inconsistent clauses in this Agreement shall not apply

3. APPOINTMENT AND TERM

- 3.1. The Company appoints the Partner, and the Partner accepts its appointment as a distributor of the Products for the "Term" in the "Territory" and subject to the rights and obligations of the parties as set out in the clauses in this Agreement and where applicable in the Additional Clauses.
- 3.2. During the Term the Partner will, for so long as it has the right to operate in the Territory, have the right to market, sell and promote the Products in the Territory.
- 3.3. During the Term, each Party promises to act reasonably and in good faith towards the other and provide to the other on request all reasonable assistance in promoting the sale of the Products in the Territory.

4. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

- 4.1. The Company is the exclusive owner of all the Company's Intellectual Property in the Products. The Partner may not challenge or dispute the Company's ownership of the Company's Intellectual Property. The Partner must not do anything or omit to do anything which could detrimentally affect the ownership of the Company's Intellectual Property.
- 4.2. The Partner is entitled during the Term to use the Company's Intellectual Property including all trademarks as it may reasonably require for the sole purpose of effectively selling, marketing and/or distributing the Products in the Territory. The Partner must not use any of Company's Intellectual Property for any other purpose without the prior written consent of the Company.
- 4.3. Each Party undertakes not to use or disclose to any other Person or entity any of the other Party's Confidential Information and will only use such Confidential Information in good faith and for the proper purposes of this Agreement and subject to any restrictions imposed by the Party that is the provider of the Confidential Information.

5. COMPANY'S OBLIGATION

- 5.1. The Company will provide the Partner with suitable promotional and marketing materials in relation to the Products throughout the Term. If the Partner chooses to use these materials, then by this sub clause, it is licensed to do so and at no fee. The Partner is entitled to modify, adapt, and change such materials to suit its reasonable requirements for the marketing of the Products in the Territory. There is no obligation on the Company to modify or adapt any of the materials it provides to the Partner.

- 5.2. The Company undertakes to promptly attend to the reasonable fulfillment of all Orders for the Products and their Delivery in accordance with the terms of this Agreement and subject to proper arrangements acceptable to the Company being made for payment. The Partner acknowledges that the Company's ability to fulfill Orders is dependent on available stock of the Products Ordered.
- 5.3. The Company undertakes to the Partner to endeavor to maintain enough of the stock of the Products to reasonably be able to meet the Partner's anticipated Orders having regard to forecasts provided to the Company by the Partner. The Partner acknowledges and agrees that the Company may at its sole and absolute discretion discontinue any Products from its product offering and upon the Company notifying the Partner in writing of such deletion those deleted Products will cease to form part of the Products and the Partner will have no right or entitlement to distribute those deleted Products after such notification.
- 5.4. The Company must provide all specification (if any) required for use of the Products by Consumers.

6. PRODUCT DEFECTS & GENERAL LIABILITY

- 6.1. The Company warrants to the Partner that:

6.1.1. The Company warrants to the Partner that the Products are safe for use in the Territory if the Company's specifications (if any) and instructions for installation, set up, use and/or maintenance (if any) are all followed.

6.1.2. The Company represents to the Partner that all information on the Products including brochures, advertising materials, samples, and instructions for the installation, set up, use and/or maintenance of the Products will be provided in English, are up to date and will be updated as appropriate. Furthermore, that such materials do not contain any representations that are incorrect, untrue, deceptive, or misleading or likely to deceive or mislead the Partner or any Consumer.

6.1.3. The Company undertakes to the Partner to use all reasonable commercial endeavors to support the Partner in the sale, marketing, and supply of the Products in the Territory.

- 6.2. Neither party will while conducting its business engage in conduct which is misleading or deceptive or is likely to mislead or deceive and/or constitutes any breach of any Law of the Territory. This is an essential term.

6.3. If either Party wrongfully or improperly does anything or omits to do anything which has the effect or consequence of rendering the other Party liable to any third party or Consumer under any Law then the Party whose act or failure to act has caused such liability fully indemnifies the other against all liabilities, losses, damages, and other claims that it might thereby incur.

7. PARTNER'S OBLIGATIONS AND COVENANT NOT TO COMPETE

7.1. The Partner will use its best efforts to promote market, distribute and sell the Products within the Territory to maximize the sale of the Products within the Territory during the Term. The Partner must not make or publish any detrimental comments about the Products or Company. This is an essential term.

7.2. The Partner must not distribute the Products outside of the Territory (Nigeria) or sell or supply the Products to any other Person to sell or distribute outside the Territory without Company's prior written consent, unless where the partner proves beyond reasonable doubts to be unaware of the redistribution. This is an essential term.

7.3. The Partner is entitled to market the Products as it thinks fit in the Territory and may enter into such lawful agreements as it deems desirable to market and/or promote the Products in the Territory.

7.4. The Partner will maintain a database of all complaints, comments or claims made to it in respect to the Products from Consumers and will provide the Company with these details within 21 days of being requested to do so by the Company. This is an essential term.

7.5. The Partner may use the Company's Intellectual Property including its trademarks for the sole purpose of advertising and marketing of the Products and in its promotional material for the Products but for no other purposes. This is an essential term.

7.6. The Partner will not intentionally deface, obscure, or remove from any of the Products the Company's trademarks or reservations of Intellectual Property. This is an essential term.

7.7. The Partner has no authority to make any representation on behalf of the Company without the prior written consent of the Company. This is an essential term.

7.8. During the Term the Partner should not expose the product's unique selling proposition and trade secrets to competitors or any other company involved in a similar kind of business. This is an essential term.

7.9. At the expiry of the Term, if applicable, the Partner undertakes and promises to the Company that the Partner will not expose whether directly or indirectly, the unique selling proposition of

our product to any organization that are the same as, similar to, or competitive with the Products for a period of six (6) months from the date of expiry of the Term. The Partner acknowledges that this restraint is reasonable both as to time and area to protect the interest of the Company in the goodwill of the business of distributing, marketing, and selling of the Products in the Territory. Furthermore, the Partner acknowledges that damages are not a sufficient remedy for the Company should there be a breach of this clause and that the Company is entitled to apply for an injunction to restrain any breach or threatened breach of the clause.

8. SUB-AGENT

- 8.1. The Partner may appoint agent(s), licensees and franchisees for the marketing, sale, distribution and/or maintenance of the Products in the Territory. The Partner must ensure that any Person it appoints as an agent, licensee or franchisee is a Person of good repute and character with suitable experience and training capabilities.
- 8.2. The Partner must keep a record of the names and identification of all agents, licensees, franchisees, and other representatives working with or for them and must have this information readily available upon request by the company.
- 8.3. The Partner is exclusively responsible for all the acts or omissions of its Agent(s), franchisee(s) and sub licensee(s) in respect of the Products and indemnifies and keeps indemnified the Company against all liabilities and/or losses sustained as a consequence of any negligent, improper or unlawful conduct and/or omission by any Agent(s), licensee(s) or franchisee(s).
- 8.4. No agreement between the Partner and any Agent, licensee or franchisee may be for any period exceeding the Term.
- 8.5. No agreement between the Partner and any Agent, licensee or franchisee will be binding on the Company or directly or indirectly impose any obligation on the Company.
- 8.6. The Partner must promptly on request provide the Company with a copy of every license or franchise agreement it enters with the Agent. None of the terms of such agreements may be inconsistent with this Agreement.

9. PRICES, ORDERING AND PAYMENT

- 9.1. The current prices for the products are contained in a separate attached document
- 9.2. The Company may change its Prices but with prior written notice to the Partner.

10. TERMINATION

10.1. This Agreement may be terminated by either Party if the other Party commits a Material Breach. The procedure for termination is set out in this Clause.

10.2. On termination, the Company must either:

10.2.1. Deliver enough Products Ordered by the Partner to allow the Partner to satisfy all its outstanding contractual obligations to its Consumers, or

10.2.2. at its sole discretion take over responsibility for meeting all those outstanding orders, in which event the Company indemnifies the Partner against any liability to those Consumers in respect to those outstanding Orders.

10.3. It is a breach of an essential term by the Partner and the Company will be entitled to terminate this partnership by giving 14 days' prior Notice to that effect to the Partner if:

10.3.1. The Partner commits any breach of this Agreement and fails to remedy that breach within 14 days of the date of a written request from the Company to do so;

10.3.2. The Partner ceases to carry on business in the Territory (Nigeria);

10.3.3. The Partner ceases to use commercially reasonable efforts to market, distribute and sell the Products in the Territory.

10.3.4. The Partner fails to follow any reasonable and lawful direction given by the Company for the purposes of safeguarding the Company's Intellectual Property or Confidential Information;

10.3.5. The Partner breaches any term of this Agreement that is expressed to be an essential term.

10.4. It is a breach of an essential term by the Company and the Partner will be entitled to terminate this partnership by giving 15 days' prior Notice to that effect to the Company if:

10.4.1. The Company fails to Deliver any of the Products to the Partner within 15 business days of the time specified in the Order for Delivery and the Partner has requested in writing such Delivery and that Delivery has not been made within 15 business days of such request.

10.4.2. The Company fails to make any payment due by it to the Partner within

- 14days of being requested by the Partner in writing to make such payment;
- 10.4.3. The Company becomes insolvent;
- 10.4.4. The Company commits any breach of this Agreement and fails to remedy that breach within 14 days of being requested by the Partner to remedy that breach;
- 10.4.5. The Company ceases to carry on business;
- 10.4.6. The Company ceases to supply any of the Products or fails to maintain the quality of any of the Products;
- 10.4.7. The Company fails to follow any reasonable and lawful direction given by the Partner for the purposes of protecting the Partner's Confidential Information or the Partner's Intellectual Property.
- 10.4.8. There is a substantial product recall of any of the Products in the Territory;
- 10.4.9. It becomes unlawful to sell the Products in the Territory;
- 10.4.10. The Company breaches any term of this Agreement that is expressed to be an essential term.
- 10.5. Notwithstanding anything elsewhere contained in this Agreement and without giving any Notice under this clause either Party may terminate this partnership immediately by giving Notice to the other Party if the recipient Party of such Notice has breached any Law then applying to this Agreement or does any act or omits to do any act that could cause the terminating Party to be in breach of any Law applicable to this Agreement or wrongfully and knowingly uses or discloses the terminating Party's Confidential Information to any third party.
- 10.6. Upon termination each of the Parties must promptly return to each other all Confidential Information and Intellectual Property belonging to the other Party. Where such Confidential Information is incapable of being returned in tangible form then each Party warrants to the other that it will destroy all electronic records of such confidential information. In addition, the Partner must return to the Company or, if required by the Company, destroy any point of sale displays and other marketing materials provided to the Partner by the Company.
- 10.7. Notwithstanding termination of the partnership, this Agreement will continue to be binding on the Parties and fully enforceable in respect to the rights and obligations of each Party relating to:

- 10.7.1. the payment of any sum;
- 10.7.2. any continuing obligations to any Consumers;
- 10.7.3. product warranty to Consumers;
- 10.7.4. confidential information;
- 10.7.5. return of property and transfer of Trademarks and Intellectual Property;
- 10.7.6. obligations in this Clause and otherwise in this Agreement that are expressly intended to apply after termination;

10.8. On termination of the Agreement:

- 10.8.1. The Partner must, subject to this Agreement, meet all its outstanding contractual obligations in any respect to its Consumers.

11. RELATIONSHIP

- 11.1. The Parties acknowledge that there is no joint venture between them or franchise arrangement and that the only relationship between them is that of manufacturer (in the case of the Company) and as agent (in the case of the Partner) in respect of the Products on the terms in this Agreement. Neither Party may claim or hold itself out as having any other relationship, authority, right or entitlement to represent the other or to have any interest or shareholding in the other.
- 11.2. The Partner promotes and markets all the products to Consumers as agent for the Company.
- 11.3. It is expressly agreed that nothing in this Agreement will give rise to any fiduciary relationship between the Company and the Partner and neither Party owes any fiduciary duty to the other in respect of its conduct.
- 11.4. It is expressly acknowledged that nothing in this Agreement confers upon the Company the right to direct the Partner to conduct its business in any particular way. The Partner acknowledges that it has not paid any premium or other sum as consideration for entering into this Agreement nor has it been required as a precondition to entering into this Agreement to purchase any Products or pay for any training or other services.

12. DISPUTE RESOLUTION AND JURISDICTION

- 12.1. It is agreed by the Parties that this Agreement is to be construed in accordance with the Law of Nigeria and each Party covenants that it submits to the jurisdiction of the Courts of the State

or Territory in which the Territory is located for the resolution of any dispute under the Agreement. If the Territory is the whole of Nigeria, then the Parties submit to the jurisdiction of all State and Territory Courts and Federal Courts.

12.2. The Parties will comply with the following dispute resolution procedure:

12.2.1. Where a dispute arises between the Parties, the complainant Party will set out in writing and in English what it regards the dispute to be, telling the respondent Party:

(a) the nature of the dispute; and

(b) what outcome the complainant wants.

(c) what action the complainant Party requires to settle the dispute;

12.2.2. Both Parties will make every effort to resolve the dispute through negotiation and will in so doing act in good faith;

12.2.3. For mediation under this Agreement:

(a) if the Parties cannot agree under sub clause (b) within 7 days, either Party may refer the matter to a mediator: and

(b) if the Parties cannot agree about who should be the mediator, either party may ask the Chief Executive Officer (at that time) of the Nigerian Better Business Bureau or Equivalent to appoint a retired Judge or court officer or practicing barrister of at least 10 years admission to the Bar to act as the mediator and that mediator will act as mediator of the dispute;

12.2.4. The mediator may decide the time and place for mediation;

12.2.5. The Parties or their legal representative(s) must attend the mediation and try in good faith to resolve the dispute through mediation;

12.2.6. The Parties are equally liable for the costs of mediation and the costs of the mediator under this part unless they agree otherwise. The Parties must pay their own costs for attending at or being represented at the mediation;

12.2.7. Nothing in this clause affects the right of a Party to take legal proceedings under this Agreement, if mediation fails to resolve the dispute;

12.2.8. Nothing contained in the dispute resolution procedures above will deny or delay any Party seeking immediate injunctive relief from an appropriate Court where in the reasonable opinion of the Party the failure to obtain such relief would cause irreparable damage to the Party concerned;

12.2.9. These dispute resolution procedures will not apply to events giving rise to a right of termination of this Agreement where there is no legitimate dispute as to the occurrence of that event.

13. VARIATION AND WAIVER

13.1. This Agreement may only be varied in writing signed by both the Parties.

13.2. The waiver by any Party of any right or entitlement or to claim in respect of any breach of this Agreement must be in writing signed by the Party so waiving. No purported waiver that is not in writing and signed by the waiving Party will have any effect whatsoever.

13.3. A waiver will not preclude that waiving Party from relying upon any such right or entitlement arising in the future or to claim in respect of any subsequent breach of this Agreement even if that future right, entitlement or subsequent is the same as that previously waived.

14. NOTICES

14.1. All Notices or requests given by either Party to the other are deemed to have been properly given if posted by mail, email or faxed to the addresses or fax numbers set out in Item Four of Schedule A.

14.2. Any Notice or request sent by fax or email will be deemed served on the day after transmission. A facsimile transmission record will be conclusive evidence of the date of faxing. Any Notice or request sent by mail will be deemed served 7 days after the date of posting, not including the date of posting.

14.3. Any Notice or request sent by a Party to the other must be signed by a director or officer of the sending Party or appear on its face (where a fax) to be so signed.

14.4. All Notices must be given in English.

14.5. Either Party may change its details for service of a Notice by serving a Notice on the other party setting out its new address for service and/or facsimile number.

15. ENTIRE AGREEMENT

15.1. This Agreement represents the entire agreement between the Parties relating to the subject matter of the Agreement and supersedes all prior agreements, understandings, representations, and warranties relating to the subject matter of this Agreement. No Party has relied on or been induced by any representations or promises made to it prior to entering into this agreement in reaching its decision to enter into this Agreement on these terms.

16. FORCE MAJEURE

16.1. Non-performance by any Party will be excused to the extent that performance is rendered impossible or impractical by acts of God, lightning strike, earthquakes, floods, storms, explosions, fires and any natural disaster, acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution or governmental acts or orders or restrictions.

17. SEVERABILITY

17.1. If any clause of this Agreement is invalid under any applicable such Law, the clause will be limited, narrowed, construed, or altered as necessary to render it valid, but only to the extent necessary to achieve such validity. If necessary, the invalid clause will be deleted from the Agreement and the remaining clauses will remain in full force and effect.

18. COUNTERPARTS

18.1. This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which together will constitute one instrument and Agreement.

19. NO THIRD-PARTY BENEFICIARIES

19.1. This Agreement is entered into for the benefit of the Parties and may not be deemed to grant any rights or interests to any third party.

20. LEGAL ADVICE

20.1. Each Party acknowledges and represents to each other that it has had the opportunity to seek and obtain separate and independent legal advice before entering into this Agreement. If either Party has entered this Agreement without first taking legal advice it has done so at its sole and absolute discretion and it will not be entitled to rely up on the absence of legal advice as a defense to any breach of any of the clauses of this Agreement.

SIGNATURES

EXECUTED AS AN AGREEMENT on the day first mentioned

SIGNED BY (For RyteGate Technologies)

Print Name.....

Job Position.....

Enter Signature in Box Above

SIGNED BY (For Partner)

Print Name.....

Job Position.....

Enter Signature in Box Above

SCHEDULE A

Item 1 – “The Territory”

Federal Republic of **Nigeria**

Item 2– “The Term”

1 year

Item 4–“Company Address and Contact information”

Canada: 116-10 Gillingham Dr. Suite 643 Brampton, ON, Canada.

Lagos: 52 Ogudu Rd, Ojota , Lagos, Nigeria.

Owerri: Area H, Opposite Isopadec, New Owerri, Imo State, Nigeria.

Item 4 – “Partner Address and Contact information”

INSERT YOUR NAME AND ADDRESS