

The background of the document is a vibrant green liquid surface with a colorful digital glitch effect. The glitch consists of horizontal bands of multi-colored pixels (red, green, blue, yellow, purple) that appear to be corrupted or distorted, creating a sense of digital noise or data corruption. The liquid surface is smooth and reflective, with a central circular pattern of four small, clear droplets or bubbles.

[DABAROBJECTS STORE HARMONY PARTNERSHIP AGREEMENT]

An Agreement Between DabarObjects Solutions Limited, Developer of Store Harmony Platform and the Owner of the Store Harmony Trademark and its affiliate Partners



This is an Agreement Between

DabarObjects Solutions Ltd. (herein referred to as the "Company" in this document)

Business Address: 2nd Floor, Labour House, Central Area, Abuja

Responsible Person: CEO, Mr. Ayodeji Aladejebi

Telephone: 09 - 8713003

Email: admin@dabarobjects.com

AND

Organization:.....

(herein referred to as "Partner" which in full is known as DabarObjects Store Harmony Solution Partner or SHSP)

Address and Postal code:.....

Responsible person:..... Function:.....

Telephone:..... Fax:..... Mobile:.....

E-mail:.....

State of Operations.....

Whereas **DabarObjects Solutions Ltd** is the holder of the intellectual property on Store Harmony, Store Harmony Marketplace and every data generated from Store Harmony operations and the below signed Partner has agreed to sell software, provide deployment and support services, and other consultancy services to customers on behalf of DabarObjects Solutions Ltd (hereinafter referred to as the **Company**) to the customers in need of Store Harmony Software and Services

TIME VALIDITY OF CONTRACT

The time validity of this contract is for a period of twelve calendar months from the effective date of this contract. If neither of the contract parties notifies the other contract party that they want to terminate the contract, no later than one month before the contract expiration, then the contract would be deemed to have expired at the date of the expiration.

TERMINATION OF CONTRACT

Terminating the contract, which was agreed to before its expiration, can occur with:

- A written agreement from both contractual parties
- A termination notice from either contractual party without reason, where the notice period amounts to one month and begins to count from the first day of the following month after the day when the written termination notice was delivered by the other contractual party.
- A unilateral termination of the contract by the Company for a substantial breach of contract by the Partner.

After termination, all customers who were once connected to the terminating Partner will be referred to another valid Partner for future needs.

A Partner whose contract has not been fully validated due to incomplete pre-requisite or conditional termination may only function as a reseller during this period and may not operate with the full benefits of a partner.

A Partner can renew their agreement by notifying the Company before expiry in writing via Email and by following the appropriate renewal procedures.

COMPANY'S OBLIGATION

After this agreement is signed, the Company is obliged to:

- Provide the Partner with the latest **Store Harmony** Software Installer and make License Codes available on per order basis from Partner. Partners are free to request licenses in anticipation of customer demands.
- Provide the Business Partner Partnership Operation Pack consisting of the following;
 - Partner Copies of the Signed Partnership Agreement (this)
 - Partnership Deal and Billing Guide
 - Store Harmony Users Guide
 - Store Harmony Training Outline and Testing Modules
 - Store Harmony Advertisement Templates
 - Store Harmony Deployment Proposal Template
 - Proforma Invoice Templates
 - 2 FREE Not-For-Sale Standard Store Harmony **BASIC** Licenses Licensed to the Partner.
 1. for their own internal Operations
 2. for Marketing purposes
- Provide partner with continuous software support during the life cycle of the agreement.
- Provide all trainings and certifications required for Partners operations.
- Regularly provide a current pricelist of products and charges for service provision.
- Provide necessary information about supplying products by training the Partner's employees at agreed costs.
- Adhere to the set delivery period of the ordered products after acquiring the order,
- Guarantee that the delivered goods will not have any legal defects and that in regards to the Copyright Act they are distributed properly.
- The Company will not engage in direct sales of software licenses or services but will refer all customers through a nearest partner. Partners not operating within an hour drive of customer request will not be eligible for this.

SCOPE OF PARTNERSHIP

Partners are to operate within the following listed scope in their operations:

SALE OF LICENSE: Partner is responsible for the sale of licenses for the Store Harmony software, renewal and extra user license for Store Harmony and SMS Spike credits and the collection of yearly license renewal fees.

RECRUITMENT OF RESELLERS: Partner can recruit and train resellers for the purpose of achieving sales and shall pay them as recommended in the BILLING GUIDE.

DEPLOYMENT AND SERVICES PROVISION: Partner may provide end users with services at agreed fees other than the cost of the license as stipulated in the BILLING GUIDE and such services shall include;

- Shipping and Installation of Software and Hardware Resources
- Provision of Initial Support Services covering Training and Take Off Support
- **Consultancy Services**
- Setup of SMS Spike and Sales SMS Spike Credit

Consultancy Services may further be broken down into:

- Inventory and Data Entry Services
- Accounting Services
- Auditing Services
- Internet Marketplace Execution and Delivery Services
- Sales Person Training and Recruitment Services
- Non financial Enterprise solutions

TRAINING AND CERTIFICATION: Partner may train and certify resellers or sales representatives for their customers and other technical staff to further solidify their connection with such, however, only the Company may issue Paper Certificates to the trained person. Certificates are provided on request according to the rules stated in the partnership operation guide.

HARDWARE SUPPLIES: Partner is at liberty to provide end users with hardware components

CUSTOMIZATION REQUESTS: Partner can initiate requests for specific features in the software to for a successful attainment of specific sales target. (partners are, however, advised to consult with the company before providing a quote to end users on services that will be driven on customization.)

GEOGRAPHICAL: Partners are limited to provide sales and service operations to the particular state of service operation as specified above. Partners may setup operations in other state after they have fulfilled stated obligations and requirements for obtaining licenses for such area or state.

PARTNER OBLIGATION AND RIGHTS

Partners are obliged to remit payment of license fees within the first 48 hours (2 working days) of activation of license. *(Note: Partners MUST ensure that customer's first payment installation covers the cost of the license)*

Payment of other percentage obligation as stipulated in the Billing Guide on items under the scope of partnership must be remitted within 48 hours of payment or a check lodgment must reflect in Company account in a situation where the partner was paid in checks.

Proposals submitted by partner to customer, if required by customer MUST always reflect or indicate a partnership with the Company which must at all times include the logo to the Company aside the logo of the partner

Partners are required to utilize Store Harmony Software in their business operations. A license is made available to partners as part of the Partnership Starter Pack.

Must employ at least 2 staffs (one sales, one support) who must participate in the partnership training as stipulated in the training module. The responsible party may count as one of the 2 staffs provided they are part of daily partner operations.

Partners are expected to complete recommended relevant certification programs before provision of the said service. This is to ensure adequate customer satisfaction and guarantee quality delivery of services.

Partners are obligated to provide an excellent customer service delivery and customer product satisfaction feedback mechanism which must be run effectively through their reseller network.

Partners are required to pay a stipulated fee which will cover the training of their staffs and processing of their partnership application and provision of their partnership starter resource.

Partners are not to take up clients and resellers in locations in which they cannot provide support.

Partners are to charge for other services other than software license which must cover for shipping, installation, training, support, inventory and data services. Partners must further bill customers for other bills such as Accommodation, Feeding and Flight in a situation of interstate emergency support operations which must be provided by the Company.

Partner may sign agreement with their own resellers with whom they may have covenants that all end users acquired by such resellers must subscribe to their(partner) services, however, the end user is not obligated to subscribe to any particular partner or reseller for services. Therefore only the end user may break this covenant based on their choice of service provider.

Participate in DabarObjects Yearly partners forum to submit reviews, feedbacks and make contribution to product growth.

Partners are obligates to maintain a SMS Spike Account registered using their names, email and mobiles.

PARTNERS PERFORMANCE MEASUREMENT MATRIX

Partner agrees to be rated and graded based on the following points:

1. Speedy Payment Remittance to the Company after Standard License Deals - **10 points**
2. Speedy Payment Remittance to the Company after Enterprise License Deals - **20 points**
3. Well Targeted Support Deals - **10 Points**
4. Frequency of feedbacks on customer requests to the Company - **2 points**
5. Quality of Customer Service Provision measured through complaints traced from their customers or resellers - **5 points less for each complaint on poor customer treatment**
6. Number of Resellers Trained and Recruited With Certification - **2 points**
7. Quality of Technical Competence and Ability to Creatively Implement Store Harmony for different types of businesses with limited support input from core DabarObjects - **5 points**
8. Promotion of Internet Marketplace Setup measured by the number of their customers active on Internet Marketplace though them. - **5 points**
9. Contribution of Features and Initiative which will be adopted to the overall store harmony platform - **2 points**
10. Each year committed into Partnership - **10 points**
11. Sales of every 10,000 Spike Credits - **2 points**
12. Bad Business Practice against Another Partner - **20 points less for each dispute**

The Company will maintain a chart for which some points add and some points subtract such as customer relation complaints. Reviews are made 3 months before the next renewal of the partner

agreement so as to evaluate any partner and can upgrade or downgrade partner rating based on assessment. See Billing Guide for how rating affects partnership structure.

BILLING TERMS AND CONDITIONS

All Partners must sell Software Licenses at the official pricelist determined by Company as stipulated in the BILLING GUIDE. A slight increase in price might be possible if additional bills such as shipping costs are applied. Additional Bogus costs added to license fees is deemed to be a breach of this contract. This is to ensure a fairly uniform cost of service.

Additional Services apart from the provision of licenses must be billed separately in the partner invoice.

The Invoice of the Partner must contain "DabarObjects Certified Store Harmony Partner Logo as a footer component" aside their logo



Partner may **not** bill customers higher than the currently published pricelist or too lower (during discounts) which will be made available via email to them. Any changes in prices are published directly to partners.

The Company reserves the right to change product and service costs and every Partner privileges can be modified by the Company at any time without notice.

However, if partner are to give a general bill to customers in their invoice without stating specifics, then the partner must ensure that the first lodgment of their customer covers the cost of their licenses.

Promotions may freely be run by partners but cannot fall under the amount due to be paid to the Company. Discounts from those promotions must be cut from the profit of the Partner on the sale of such license.

Partners may freely innovate other creative forms of services around Store Harmony provided it can guarantee value and improve customer business efficiency. Exploitation of customers with bogus services or over priced services shall be a breach of the partnership customer service code which is a breach of this agreement. This applies to all resellers and partners quoting based on the software.

DEAL STRUCTURE

Partners are required to make their customers understand that the Price of the License for Store Harmony is exclusive of Shipping, Installation, Training, Support, Customization and Other Additional Services such as Inventory, Data Services etc.

For instance, if your client wants to install Store Harmony, they must consider not ONLY the purchase price of the license but also the cost of installation, the cost of the initial and ongoing training, of documentation of their processes and other high level support needed to stabilize their usage of the software. We expect a typical costing to cover all of the above for customers to see a return on their investment in the software.

Below are the model of the deals offered by the Company to Partners during the valid period of this agreement.

For the Sales of A License: Partners must remit payment to the Company within 48hrs, a set price **X** (Naira or other Currency equivalents) such that **X + P = Market Price** and **P** is their own **Profit** on the Sales. The Company reserves the right to alter the value of **X** from partner to partner.

For the Provision of Other Initial Deployment, Operations and Consultancy Services: Partners must remit to the Company within 48 hrs, a set price **X** (naira or other currency equivalents) such that **Y% of T = X** where **T = Total Amount Charged For Consultancy, Operation and Deployment Service** and **Y** is the percentage to be remitted to the Company. For instance, if a customer buys a Basic Harmony License at 30,000 Naira, but pays an additional 200,000 for training, support and extended services, the partner must remit btw 40% - 70% of the 200,000naira to the Company and operate within the rest. The range from 40 - 70 is determined by the grade of the partner.

Partners are NOT required to remit profits from the sale of Hardware or for Hardware support services.

Consult the Billing Guide For the Stipulated Structures for billing and remittances.

FURTHER AGREEMENTS

The Partner can, in the area of his activities, widen the sales of the products of the Company according to this contract by increasing Reseller base. Partner is required to ensure that all such resellers send their contact details such as Full name, Spike Code, Email and Mobile to the company database by filling the Reseller form online on the Company's website or sending an email to a designated address.

Partners agree to verify the compliance of their advertisement materials before production

The Company and the Partner are obliged to keep business information, which was obtained from other contractual parties for internal needs confidential, even after the expiration of this contract and to not give any information to a third party. This type of business information will be considered as: customer addresses, the number of claims against products, total sales, stock status, planned price changes, extraordinary discounts, etc.

A Partner shall not get involved or tolerate any act of piracy of the Company products. Engagement in any act of software piracy, code decompile, hacking, witty duplication of licenses or system compromise will be liable to the payment of a minimum charge of fifty million Naira (50,000,000) aside other cost of damages estimated.

Partners who may be required to commence operations and engage the partnership rights before full completion of their requirements such as payment of fees and completion of training courses must within the first 3 months of commencement meet such targets. Otherwise, this can lead to cancellation of the partnership agreement except the Company fails to meet up with its obligations.

The Partner is not provided by the Company, exclusive rights to sell specific products or exclusive territorial rights.

A Partner may not demote the service or marketing of another partner or invalidate a partners marketing effort willingly by making offers to customers that compromise the accepted guidelines.

Partners involved with the same customer, if there is a dispute, must share the said deal such that the preferred partner by customer must offer at least 10% of the said job to the other party and the other party must provide services in return worth that percentage offered.

A Partner whose contract has been terminated will not receive license codes anymore and existing license codes will be invalidated. A Partner may not also sell licenses to another partner without prior permission from the Company.

In a partner to partner dispute, the Company has the final decision which can only be taken after hearing from both partners either via a Phone call or a meeting.

NON EXPIRATION TERMINATION¹

In event of persistent defaults on payment and remittances by a partner, the Company retains the right to perform an audit of Partner accounts (except she waives such) prior to termination of this agreement.

Actions for which this agreement may be revoked include;

1. Failures to remit payment of license fees within the first 48 hours of activation or a reflection of check lodgment in Company account in a situation where the partner was paid in checks.
2. Failures to remit payment of other percentage obligation as stipulated in the **Billing Guide** on items under the scope of partnership within 48 hours of payment by the end user.
3. Persistent poor quality service delivery to the to the end user.
4. Inability to renew after 6 months of expiration, the Partnership Agreement, training or staffing requirements.
5. Partners whose requests are approved on provisional basis deferring to pay up for partner fees and absence at partner training sessions.
6. Over billing customers without rendering a corresponding set of services associated with sales of license.
7. Consistent bad business practices which hurts the Company or other partners

If a partner is liable in any of the above, the Company (except she waives such) can revoke this agreement which will be communicated in writing to the partner. On termination, all privileges are lost and subsequent re-application will be downgraded except proven otherwise by presentation of verifiable evidences against any claims.

CONCLUDING AGREEMENTS

¹ Agreement Expiration Termination is different from Agreement Non Expiration Termination. An expiration does not make a partner loose all their privileges instantly and does not lead to a downgrade

This contract becomes effective from the day of its signing by both contractual parties.

Any changes or amendments to this contract must be written and signed by both Contractual parties.

Only during a validity period will changes require both parties consent.

This contract is made up of two exact duplicates, of which each contractual party gets one copy.

Both the Company and Partner declare that this contract was duly read, that they entered into this agreement after mutual discussions according to their own free will, undoubtedly and clearly, not under pressure or otherwise a unilateral disadvantageous condition.

For confirmation of this, both parties attach their signatures



IN WITNESS WHEREOF, DabarObjects Solutions Ltd and the Partner agree to the terms and conditions herein.

For: DabarObjects Solutions Ltd.

Signed: _____

Ayodeji Aladejebi CEO

DabarObjects Solutions Ltd.

Plot 705, No 10, Usman Sarki Crescent,

Habibat House, Utako, Abuja, Nigeria

Telephone: 09 - 8713003 Mobile: 08035891780

Email: admin@dabarobjects.com

Partner:

Signed: _____

Name:

Title:

Company:

Address:

City, State, Zip

Phone:

Fax:

E-mail:

Web Site:

State of Operation