

# PARTNERSHIP AGREEMENT

Between

**CEED International (Pty) Ltd.**

**(“CEED”)**

P.O.Box 9420 Edleen 1625, South Africa

(Address)

and

-----  
(Prospective Partner’s Name)

-----  
(Prospective Partner’s Address)

## CONSIDERATIONS

This agreement is made between **CEED International (Pty) Ltd** and -----  
--, in relation to the disclosure of certain information for the purpose of facilitating the execution of potential business opportunities, details of which shall be documented in the “Partnership Agreement”.

### Each party undertakes:

1. To keep in strict confidence and in safe custody, any information, knowledge, data, know-how, strategies, plans and (or) any other material (“the information”) communicated to it by, or acquired from the other party in this agreement (“the disclosing party”). Such information, which has been and will be produced by the management and directors of **CEED** and -----  
----- is deemed to be non-public, confidential and proprietary in nature;

2. Not to make copies of “the information” or use it for any reason except for the purpose of executing the contents of The Agreement.
3. To limit access to “the information” to persons who have a reasonable need to know for the purpose of executing the contents of The Agreement.
4. Not to release “the information” in whole or in part to any third party not named above or any representative of any third party for any reason whatsoever, without the consent of the other party, even with respect to the purpose stipulated in this agreement;
5. To exchange proprietary and confidential information to the extent of their right to do so, and as is required for each party to perform its obligations.
6. To specifically exchange information as per clause 5, with regard to, performance, sales, financial, contractual, and special marketing information, ideas, technical data and concepts originated by the disclosing party, but not previously available to the receiving party without restriction, and not normally furnished to others without compensation;
7. Proprietary and confidential information which is exchanged may be used only by the receiving party in connection with the subject matter of this Agreement or in the performance of any contract hereunder;
8. Neither party shall be liable for the inadvertent or accidental disclosure of proprietary or confidential information, if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve its own such data or information.

## **SCHEDULE 1**

### **PARTNERSHIP AGREEMENT**

#### **1. Parties**

Whereas **CEED International (Pty) Ltd. (“CEED”)** is an independent Company based in South Africa, which has proven expertise and experience in the provision of diverse products and services in South Africa, and elsewhere, where applicable.

And:

Whereas ----- has forged and established well entrenched business links and networks and/or is desirous of developing an extensive and sustainable distribution market and client base for the products of **CEED**.

The parties are entering into this Partnership Agreement as a genuine step towards concluding a business collaboration and partnership arrangement which shall result in joint delivery of value-adding products and services to meet existing and developing needs.

## 2. Basis for Co-operation

The proposed co-operation between **CEED** and -----is based on the following understanding:

Both parties have identified viable business opportunities, and other value-adding services primarily in the South African environment.

The parties have expressed the strong desire and willingness to co-operate with each other in the provision of diverse products and several consultancy services jointly to clients, for mutual benefit.

Each party is prepared to leverage the other, with due recognition and understanding of each other's strength, capacity and expertise.

The actions and activities of each party is aimed at creating opportunities for economic empowerment, skills transfer and national resource utilization.

Each party undertakes to make every effort to ensure the success of the contracts and projects in such ways that will further promote and advance the interests of the parties.

## 3. Nature of the Relationship

### 3.1 Good Faith

The parties shall at all times owe each other a duty of the utmost good faith. The parties understand the spheres of interest of each, and undertake to respect these.

### 3.2 Roles and Responsibilities

In general terms, ----- shall offer diverse support services to **CEED**, and shall be responsible for sourcing potential customers; seeking new opportunities for products and service delivery; introduction and marketing of **CEED** products, skills and services; as well as developing niche markets in the Private and Public sectors in general.

**CEED** shall be responsible for the timely supply of products and services. It shall make the necessary resources available to fulfill its obligation to the partnership.

**CEED** shall provide leadership in all the technical aspects of any tender, proposal or enquiry in order that these are profitable, deliverable and successful.

### **3.3 Co-operation:**

Parties shall assess and evaluate each opportunity jointly on its own merit, and perform tasks accordingly on a case-by-case basis.

Each party shall perform its scope of work and acknowledge its responsibilities for matters relating to the assigned task. Each party shall provide sufficient materials, resources, facilities and personnel that may be necessary for the proper completion of its scope of work.

### **3.4 Costs & Remuneration**

**CEED** and ----- shall negotiate and agree on the services charge, the principles and mode of payment, as relating to the services to be provided by each party. This may be by direct financial settlement or by conversion into equity, as mutually agreeable.

### **3.5 Contracts**

The parties shall be jointly responsible for the negotiation and conclusion of contracts, and sub-contracts on such terms and conditions as deemed fit. The sharing formula and procedure of proceeds from such contracts and other activities shall also be agreed upon jointly prior to the execution of the contract or activity.

### **3.6 Exclusivity of Projects**

Each party is not bound by this agreement with regard to projects of no direct bearing or (in) conflict with projects jointly being executed by parties to this agreement. Where there could be areas of conflict of interest, parties to this agreement undertake to consider best alternatives, in order to protect the spirit of the present collaboration.

### **3.7 Confidentiality**

Each party shall treat as confidential, all information which they may receive from the other party or which becomes known to them during the course of this Agreement. These shall include all information relating to:

- ◆ Each party's past, present and future research and development.
- ◆ Each party's business activities, products, services, customers, clients, as well as its technical knowledge and trade secrets.
- ◆ The terms and conditions of this Agreement.

### **3.8 Duration**

This Agreement shall cease to exist as and when the parties jointly agree not to continue with the partnership arrangements as set out in this Agreement.

**3.9 Termination**

Either party may terminate this agreement on three (3) months written notice to the other party delivered to the address reflected in this agreement or such address as shall have been advised to the other party in writing.

**4. Dispute Resolution**

Any dispute, which arises between the parties, shall be referred to the signatories to this Agreement for amicable resolution within 14 days of the dispute arising. Failure to resolve a dispute in this manner may be referred to an arbitrator.

This Partnership Agreement constitutes schedule 1 of a confidentiality agreement signed on the .....Day of ..... 20.....

Signed for and on behalf of **CEED International (Pty) Ltd**

**Name:** \_\_\_\_\_  
(Who warrants that he (she) is duly authorized)

**Designation:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Signed for and on behalf of -----

(Prospective Partner’s Name)

**Name:** \_\_\_\_\_  
(who warrants that he (she) is duly authorized)

**Designation:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_