

PARTNERSHIP AGREEMENT

BETWEEN

SIDEBRIEF

AND

MBM AFRICA

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT (The “Agreement”) is entered into this **04/01/2024** and between **Sidebrief Limited** with Company number 1583956, having its principal place of business at, Plot P6 Victoria Garden City Lekki, Road 12, Lagos, Nigeria (referred to as "**Sidebrief**"), and **MBM AFRICA** with Company **number**, having its principal place of business at (referred to as the “**Partner**”) and collectively as ("the Parties"),

WHEREAS,

1. Sidebrief is a regulatory technology company assisting businesses to register and set up business operations and comply with regulatory authorities in Africa and the United States of America through its platform.
2. MBM AFRICA is is to empower, encourage, and train African founders to cultivate and pursue their innovative business ventures.
3. MBM AFRICA has access to a pool of business owners looking to set up their businesses in Africa formally or any relevant jurisdiction (“Clients”) and has engaged Sidebrief to provide its services to these Clients on a referral basis subject to the terms of this Agreement.
4. Sidebrief is willing and has agreed to collaborate with MBM AFRICA under a partnership arrangement to provide the Sidebrief Prod to the Clients on the terms set out in this Agreement.

NOW, THEREFORE, in consideration of the above, which are hereby incorporated into the Agreement, the Partner and Sidebrief further agree as follows:

1. DEFINITION OF TERMS

"Business day" means any working day between Monday to Friday, exclusive of public holidays;

"Services" means Company registration, Business Name registration, Tax Identification Number (TIN) Employers Identification Number (EIN) (or its equivalent in the required jurisdiction) registration for companies and businesses, Trademark Registration, IP Registrations and any other applicable service.

"Application" refers to the company formation requests from the Partner.

"Payment" means the full receipt of the bulk payments for the Application in this Agreement.

"Jurisdiction" includes but not limited to jurisdictions in Africa, the United States, the United Kingdom, and any country requested by the client.

"Government Agency" " refers to the relevant government agency in the jurisdiction that is responsible for company formation, Tax remittance/payment or any relevant authority.

"Sidebrief Product" refers to our Launch Product comprising of Company formation, tax registration and bank account opening, our Comply Product comprising of processing Licenses and Permits across Nigeria and our Taxby product comprising of Tax filings and Tax compliance with relevant governmental agencies.

2. OBLIGATION OF PARTIES

Obligations of (PARTNER)

- MBM AFRICA will refer its entrepreneurs that are interested in Sidebrief Products to Sidebrief.
- MBM AFRICA will do everything reasonably necessary to make sure that Sidebrief carries out their duties smoothly.
- Any other collaboration touchpoints that the organisations may consider in the future.

Obligations of Sidebrief

- Sidebrief agrees to provide its Sidebrief Products/Services to the entrepreneurs referred to it by MBM AFRICA.
- Sidebrief undertakes that no hidden charges shall be imposed on the entrepreneurs referred to it by MBM AFRICA
- Sidebrief agrees to provide the portfolio companies the following;
 - i. Free periodic chat sessions on market entry and compliance management.
 - ii. Free Business guide materials covering update on government regulations and country business guidelines for MBM AFRICA Blog and Newsletters.
- iii. Ten Percent **(10%)** Discount on Sidebrief's Premium subscription fees for its launch product
- iv.

3. TIMELINE.

Sidebrief acknowledges that the Services to be provided under this Agreement are determined by the Government Agencies. To this extent, the timeline for the service delivery is dependent on the approval date communicated by the respective agencies.

4. DURATION.

This Agreement shall commence on the date of execution by both Parties and shall expire after an initial duration of one (1) years, and may be extended for further periods of one (1) year by the Parties upon notice for renewal by the Parties and on such terms as are agreed. The Agreement may be terminated earlier by completion of the Services or through the termination options provided in Clause 3 of this Agreement.

5. TERMINATION.

It is agreed that either Party can terminate this Agreement at any time by giving the other Party a written notice of termination not less than thirty (30) days. However, Sidebrief may terminate this Agreement at any time if the Partner violates the terms of this Agreement.

6. RELATIONSHIP.

Each Party understands and agrees that the other Party is an independent company and not an agent of the other Party, and this agreement shall not create a joint venture relationship between the Parties. The Parties agree that:

6.1 No Party shall have the authority to act for the other Party, to bind the other Party in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the other Party;

6.2 Each Party has and hereby retains control of and supervision over its performance and obligations under this agreement; and

6.3 No Party will combine its business operations in any way with the other Party's business operations and each party shall maintain their operations as separate and distinct.

7. INDEMNITY.

Each Party shall indemnify, defend and hold the other Party harmless from and against any claims or losses to the extent that such losses are caused by such Party, fraud, willful misconduct, or gross negligence in connection with performing of its duties, responsibilities, and obligations under this Agreement.

8. PRICE INCREASE

Parties agree that notwithstanding any provision in this agreement to the contrary, the prices are not fixed and shall be subject to the current market prices in the various jurisdictions due to inflation, enforcement regulations, and market structure flexibility.

9. INTELLECTUAL PROPERTY RIGHTS.

Parties agree that Sidebrief will own all intellectual property rights relating to the Services, whether or not created before the signing of this Agreement. Nothing in this Agreement shall be construed as transferring such intellectual property rights to the Partner.

10. CONFIDENTIAL INFORMATION.

Parties undertake not to disclose to any person any confidential information concerning the business, affairs, customers, or clients of the other Party. Neither Party shall use the confidential information of the other for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

11. GOVERNING LAW AND JURISDICTION.

Any dispute or claim of whatsoever nature arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed exclusively by the laws of the Federal Republic of Nigeria.

11.1 The Parties shall take all reasonable steps to amicably resolve any dispute or misunderstanding that may arise between them, concerning this Agreement. If the Parties are unable to resolve a dispute within twenty-one (21) days after a Party has given the other notice of the existence of the dispute, then either Party may refer such dispute to arbitration upon giving the other party written notice.

11.2 The Parties agree that, except as stated otherwise in this Agreement, the arbitration shall be conducted by the provisions of the Arbitration and Conciliation Act, Cap. A18, Laws of the Federation of Nigeria, 2004 (the Act). There shall be one (1) arbitrator, who shall be appointed by agreement by the Parties. If the Parties are unable to agree on an arbitrator within fourteen (14) days of the request to refer the dispute to arbitration, the arbitrator shall be appointed by the President of the Chartered Institute of Arbitrators, United Kingdom, Nigerian branch. The arbitral proceedings shall be held in Lagos, Nigeria, and the arbitration language shall be English.

11.3 By agreeing to settle disputes by arbitration, the Parties do not intend to deprive any competent court of its jurisdiction to issue interim relief, a pre-arbitral injunction, pre-arbitral attachment, or other order in the facilitation of the arbitral proceedings on the enforcement of any arbitral award. Any interim relief ordered by a competent court may subsequently be vacated, continued, or modified by the arbitral tribunal on the application of any Party.

12. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which when signed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Electronically scanned signed copies shall suffice; originals may also be mailed by each party immediately after signing.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this AGREEMENT as of the date first written above.

Signed by 

Signature:

Eunice Nyandat for and on behalf of **MBM
AFRICA**

Position: CEO

Date: 04/01/2024

Signed by Eunice Olopade for and on behalf of **Sidebrief Limited:**

Signature: 

Position: CEO/Co-founder

Date: 04/04/2024