

## PARTNERSHIP CONTRACT

These terms and conditions form the basis of the contract through which **PorkMoney** ("we" or "us") will deliver partnership services (the "Services") to you as a partner of **PorkMoney** ("PorkMoney partner" or "you").

PorkMoney is the premier and largest pig farming platform in Africa. Our expertise is in the breeding, feeding, and growing of healthy pigs which we go on to process and package for consumption. Its activities are carried out by **Macanta Limited**, a private limited liability company duly registered under the Laws of the Republic of Ghana and trading under the name "**PorkMoney**".

To partner with **PorkMoney** is easy, you provide the resources to purchase the pigs and the feed and we help you with the breeding, feeding, and eventual processing of the final products to sell. In taking care of the pigs we have hired the best veterinarians and farm handlers to help with the entire process of farming the pigs using industry standards from the feeds to the construction of the Pen and how the pigs are being treated.

### 1.) PARTNERSHIP BENEFITS

**Partnership with PorkMoney** will provide you with one of the four packages below:

*Please tick your preferred package(s):*

<b>PMG1</b> <b>2,000 Ghc</b> <input type="checkbox"/>	<b>PMG2</b> <b>5,000 Ghc</b> <input type="checkbox"/>	<b>PMG3</b> <b>10,000 Ghc</b> <input type="checkbox"/>	<b>PMG4</b> <b>50,000 GHc</b> <input type="checkbox"/>
<ul style="list-style-type: none"> <li>3 Weaners ( 2 Gilts, and 1 Boar</li> <li>Feed till maturation</li> <li>Vaccination</li> <li><b>20%</b> return on capital</li> <li>Contract period- <b>11 months</b></li> </ul>	<ul style="list-style-type: none"> <li>12 Weaners (9 Gilts, and 3 Boar</li> <li>Feed till maturation</li> <li>Vaccination</li> <li><b>25%</b> return on capital</li> <li>Contract period- <b>11 months</b></li> </ul>	<ul style="list-style-type: none"> <li>21 Weaners (16 Gilts, and 5 Boar</li> <li>Feed till maturation</li> <li>Vaccination</li> <li><b>30%</b> return on capital</li> <li>Contract period- <b>11 months</b></li> </ul>	<ul style="list-style-type: none"> <li>90 Weaners (70 Gilts, and 20 Boar</li> <li>Feed till maturation</li> <li>Vaccination</li> <li><b>35%</b> return on capital</li> <li>Contract period- <b>11 months</b></li> </ul>

PACKAGES SELECTED: \_\_\_\_\_ Please specify if more than one

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### 2.) ONLINE REGISTRATION

For online registrations you will either receive a confirmation note or an email acknowledgement that your registration has been received and is being processed does not yet mean that your registration has been accepted. Your partnership with **PorkMoney** begins on the date when package fees have been paid in full and the **Welcome Pack** has been sent to you. This will be sent out when all of your documents have been received and assessed, and fees have been paid in full.

### 3.) PRICE INFORMATION

By agreeing to these terms and conditions, you agree that you will pay us the fees set out on the "Registration" pages of the Site. Fees displayed on this page will prevail at all times in relation to orders placed online.

Fees displayed on a hard-copy registration form, or quoted to you by a **PorkMoney** representative will prevail.

We reserve the right to increase the prices from time-to-time, and any such amendments will be communicated. If you are a current **partner**, you will be informed of any fee increase in your renewal letter. If we discover an error in the price of your partnership subscription form, we will inform you as soon as possible.

Fees quoted are for partners only.



#### 4.) BANK ACCOUNT DETAILS

You are required to provide **PorkMoney** with bank account details of any preferred financial institution which will be dedicated for the purpose of transferring the return on capital and the bank account details shall be included in your forms of registration executed by you and attached as an Annexure to this agreement. All proceeds shall be transferred to the preferred Bank Account number provided by you in the registration form only and we are not obligated to honor any other bank account other than that provided by you, Unless you have taken steps to substitute the bank account on our records in writing by completing another form which shall take effect immediately upon submission at our office.

**PorkMoney** is not obligated to confirm the status of the account to be credited with the proceeds of the revenue generated, we shall therefore not be liable in the case of any delay as a result of dormancy or inactivity of the Account details on records. Should you have any reason to suspect that your bank account details have been compromised by an unknown third party, you are obligated to inform **PorkMoney** immediately, failure which we will not be held liable for any fraud committed on your chosen bank account subsequent to the transfer of the proceeds.

#### 5.) DATA PERFECTION AND CONFIDENTIAL INFORMATION

You acknowledge and agree that we may monitor your use of the Site.

We may record, retain and use for monitoring statistical analysis or marketing purposes information on or from your access to and use of the Site and the Services.

You shall treat as confidential and shall not (other than where permitted or compelled to do so by any Applicable Law) use or disclose to any person any Confidential Information nor permit its disclosure. For the purposes of these terms and conditions, Confidential Information means all information (in whatever form) which is not publicly known and which is disclosed to, or otherwise learnt by, you in connection with the site, Services or these terms and conditions.

#### 6.) EVENTS

Partners may be invited from time to time to events organized by us or our partners, to enable partners to gain information and make the best use of networking opportunities.

#### 7.) OTHER LICENSES

By executing this Agreement, Partner neither grants nor receives, by implication, estoppel, or otherwise, any rights under any copyright, patents or other intellectual property rights of Porkmoney or another Partner.

#### 8.) NO WARRANTY

**PorkMoney** and its Partners each acknowledges that, except as otherwise agreed in writing, all information provided to or by Porkmoney under this agreement is provided "as is" with no warranties or conditions whatsoever, whether express, implied, statutory or otherwise, and Porkmoney and its Partners each expressly disclaim any warranty of merchantability, no infringement, and fitness for any particular purpose with respect to such information.

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## 9.) LIMITATION OF LIABILITY

Neither we nor any of our agents, licensors or delegates or their directors, officers or employees will be liable for any losses incurred or suffered by you, directly or indirectly in connection with:

- a. materials provided to us being corrupted or inaccurate;
- b. you being unable for whatever reason to access or use the Site or Services;
- c. benefits, goods or services provided by an external provider/third-party;
- d. any acts or omissions by you, any other Divergent Enterprise partners, or your or their personnel; or
- e. PorkMoney partners, acting on materials or communications which purport to have been made by or on behalf of you but which have been created or sent by (i) a third party purporting to act in your name, or (ii) a person who has lawful access to the Services but who exceeds his authority, regardless of whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise.

Further, neither we nor any of our agents, licensors or delegates or their directors, officers or employees will be liable for any indirect or consequential losses incurred or suffered by you, whether or not those losses are foreseeable.

## 10.) GOVERNING LAW

This Agreement shall be governed, construed and enforced in accordance with the Laws of the Republic of Ghana without reference to any conflict of law provisions, and any dispute arising therefrom shall be determined in accordance with such laws.

## 11.) ENTIRE AGREEMENT; NO WAIVER

This Agreement, including all attachments, sets forth the entire understanding of Macanta Limited and its Partners and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

## 12.) AMENDMENT

No amendments, modifications or additions to or deletions from this Agreement shall be binding unless otherwise agreed in writing by authorized representatives of Macanta Limited and its Partners. If Partner does not comply to a modification to this Agreement that was mutually approved this Partnership shall be terminated.

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### 13.) COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

### 14.) COMPLIANCE WITH LAWS

Notwithstanding anything contained in this Agreement, the obligations of **PorkMoney** and its Partners shall be subject to all laws and regulation present and future, of any institution of state having jurisdiction over **PorkMoney** and its Partners including, without limitation, all export and re-export laws and regulations. It is the intention of **PorkMoney** and its Partners that this Agreement and all referenced documents shall comply with all applicable laws and regulations.

### 15.) PORKMONEY BRAND

The "**PorkMoney**" trade mark is owned by us and nothing contained on the Site or this terms and conditions shall constitute the grant of a license to use such trade mark.

### 16.) QUERIES, COMMENTS AND COMPLAINTS

PorkMoney shall endeavour to respond to any complaint or query received within five working days. This may be an acknowledgement that we have received a complaint whilst further investigations are carried out.

Initials	
surname	
First name	
Other names	
ID Passport No	
Signature	
Signed at	
Date	

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