

## PARTNERSHIP CONTRACT

**THIS AGREEMENT** is made this.....day of.....2018, **BETWEEN DIVERGENT ENTERPRISE LIMITED**, a private limited liability Company incorporated under the laws of the Federal Republic of Nigeria and trading under the name “**PORKMONEY**” and having its Head Office at 1686B Oladele Olasore Street Victoria Island ( hereinafter referred to as the “Company”) AND.....of..... ( hereinafter referred to as the “Partner”).

### WHEREAS:

- 1.) **PORKMONEY** is an Agritech Company with the focus on Pig farming and pork related produce and a vision to localize pork industry in Nigeria.
- 2.) **PORKMONEY** is the premier and largest pig farming platform in Africa with expertise in the breeding, feeding , and growing of healthy pigs which are thereafter processed and packaged for consumption.
- 3.) **PORKMONEY** is the trade name in which **DIVERGENT ENTERPRISE LIMITED** carries on its activities/business.
- 4.) **THE PARTNER** is interested in partnering with PORKMONEY financially by providing funds to purchase livestock (pigs) and feeds.
- 5.) **PORKMONEY** has the competence to breed, feed, and process final livestock products for sale.
- 6.) The parties have agreed to collaborate upon terms and conditions contained in this Agreement.

### 1.) OBLIGATIONS AND BENEFITS OF THE PARTNER

- I. The Partner shall provide the resources to purchase the livestock (pigs), feed and vaccinate the livestock.
- II. The Partner may invest in one of the four packages below:

*Please tick your preferred package(s):*

<b>PMN1</b> <b>NGN250,000</b> <input type="checkbox"/>	<b>PMN2</b> <b>NGN500,000</b> <input type="checkbox"/>	<b>PMN3</b> <b>NGN1,000,000</b> <input type="checkbox"/>	<b>PMN4</b> <b>NGN5,000,000</b> <input type="checkbox"/>
<ul style="list-style-type: none"> <li>5 Weaners ( 4 Gilts, and 1 Boar</li> <li>Feed till maturation</li> <li>Vaccination</li> <li><b>20% return on capital</b></li> <li>Contract period- <b>11 months</b></li> </ul>	<ul style="list-style-type: none"> <li>10 Weaners (8 Gilts, and 2 Boar</li> <li>Feed till maturation</li> <li>Vaccination</li> <li><b>25% return on capital</b></li> <li>Contract period- <b>11 months</b></li> </ul>	<ul style="list-style-type: none"> <li>20 Weaners (16 Gilts, and 4 Boar</li> <li>Feed till maturation</li> <li>Vaccination</li> <li><b>30% return on capital</b></li> <li>Contract period- <b>11 months</b></li> </ul>	<ul style="list-style-type: none"> <li>100 Weaners (80 Gilts, and 20 Boar</li> <li>Feed till maturation</li> <li>Vaccination</li> <li><b>35% return on capital</b></li> <li>Contract period- <b>11 months</b></li> </ul>

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

### 2.) ONLINE REGISTRATION

- I. In the event that the partner registers online, **PORKMONEY** will either send a confirmation note or an email acknowledgement that the partner’s registration has been received and is being processed. **PROVIDED THAT** registration will not be deemed to have been accepted at this point.
- II. Parties agree that partnership with PorkMoney will begin on the date when partnership plan have been paid in full and the **Welcome Pack** has been sent to the partner.

\_\_\_\_\_  
Initials



### 3.) PRICE INFORMATION AND PAYMENT DETAILS

I. By agreeing to these terms and conditions, you agree to pay the fees set out on the "Registration" page(s) of our Website. And fees displayed on this page will prevail at all times PROVIDED THAT the Partner registers and ordered online.

II. Fees displayed on a hardcopy registration form, or quoted to you by a PorkMoney representative will prevail in the event of an offline transaction.

III. PorkMoney has the right to increase the fees from time-to-time, and any such adjustments will be duly communicated.

IV. Partner will be informed of any fee increment in the renewal letter which will be issued by the company.

V. Parties agrees that if an error is discovered in the fees of a partner on the partnership subscription form, **PorkMoney** will inform such Partner as soon as possible.

VI. ALL payments should be made into:

**BANK: GUARANTY TRUST BANK**

**ACCOUNT NAME: DIVERGENT ENTERPRISE LIMITED**

**ACCOUNT NUMBER: 0337393292**

It should be noted that fees quoted are for partners only.

### 4.) BANK ACCOUNT DETAILS

I. Partner is required to provide PorkMoney with bank details of any preferred financial institution which will be dedicated for the purpose of transferring the capital and the returns (ROI). The bank account details shall be included in the Partner's forms of registration executed by the Partner and attached as an Annexure to this agreement. All proceeds shall be transferred to the Preferred Bank Account number provided by the Partner in the Registration form only and we are not obligated to honor any other Bank Account other than the one provided on the Registration forms, UNLESS the partner 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.

II. **PorkMoney** is not obligated to confirm the status of the account to be credited with the proceeds of the revenue generated, PorkMoney shall therefore not be liable in the case of any delay as a result of dormancy or inactivity of the Account details on records.

III. If partners have any reason to suspect that his/her account /account details has been compromised by an unknown third party, the partner is therefore obligated to inform PorkMoney immediately, failure which PorkMoney or it's agents, licensors, delegates, directors, officers or employees will not be held liable for any fraud committed on the Partner's chosen Bank Account subsequent to the transfer of proceeds.

### 5.) INSURANCE CLAUSE

**PorkMoney** have partnered with **Nigerian Agricultural Insurance Corporation** to the extent and in such amounts as we deem 100% reasonable on behalf of our PorkMoney Partner(s), against any unforeseen circumstances (risks) which may lead to losses of Livestock by way of indemnification. Which guarantees the funds and interest of partners at the end of the eleven (11) months cycle.

### 6.) DATA PERFECTION AND CONFIDENTIAL INFORMATION

I. Parties agrees that PorkMoney may monitor Partner's use of the Website.

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

III. Partner 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, Partner in connection with the Website, Services or these terms and conditions.

### 7.) EVENTS

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

### 8.) OTHER LICENSES

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



## 9.) LIMITATION OF LIABILITY

Neither PorkMoney nor its 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 PorkMoney being corrupted or inaccurate;
- b) Partner (s) being unable for whatever reason access or use the Website or Services;
- c) Benefits , goods or services provided by external provider/third party;
- d) Any acts or omissions by Partner(s), 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.
- f) Furthermore, neither PorkMoney nor any of its agents, licensors or delegates or their directors, officers or employees of PorkMoney will be liable for any indirect or consequential losses incurred or suffered by the Partner, whether or not those losses are foreseeable.

## 10.) WITHDRAWAL/ CANCELLATION OF PARTNERSHIP ACCOUNT

Partner agree not to cancel or close partnership account before the maturity date (11 months after full package fees has been made) without the consent of PORKMONEY.

PorkMoney has a right to withhold 30% of total investment as fixed administration fee in the event of early termination.

## 11.) GOVERNING LAW

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

## 12.) ENTIRE AGREEMENT; NO WAIVER

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

## 13.) AMENDMENT

I. No amendments, modifications or additions to or deletions from this Agreement shall be binding unless otherwise agreed in writing by authorized representatives of Divergent Enterprise and its Partners.

II. If Partner does not comply to a modification to this Agreement that was mutually approved , this Partnership shall be terminated.

## 14.) COUNTERPARTS

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

## 15.) COMPLIANCE WITH LAWS

Notwithstanding anything contained in this Agreement , the obligation 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.

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Initials



## 16.) PORKMONEY BRAND

The PorkMoney trademark is owned by us and nothing contained on the Website or this terms and conditions shall constitute the grant of a license to use such trademark.

## 17.) QUERIES, COMMENTS AND COMPLAINTS

PorkMoney shall endeavour to respond to any compliant or query received within five (5) 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	