

Partnership Agreement

Between

Concentrations Limited

And

Livestock 247 Services Limited



Concentrations
LIMITED

2 Child Avenue, off Liverpool Road, Apapa GRA, Lagos. Tel: 0807 328 8330, 0802 728 0290.
0802 203 3209. e-mail: cconcentrationsltd@yahoo.com

Livestock247.com
Nigeria's 1st Online Livestock Market

This **PARTNERSHIP AGREEMENT**, (the “**Agreement**”) is made this ____ day of _____, 2019 (the “**Effective Date**”)

Between

CONCENTRATIONS LIMITED, a private limited liability company incorporated under the Laws of the Federal Republic of Nigeria and having its registered office at 2 Child Avenue, Off Liverpool Road, Apapa GRA, Lagos (hereinafter called “**Concentrations**” which expression shall where the context so admits include its successor-in-title and assigns) of the first part;

AND

LIVESTOCK 247 SERVICES LIMITED, a private limited liability company incorporated under the laws of the Federal Republic of Nigeria, having its registered office at KMS Place, 9 Familoni Street, Igbo-Efon, Off Lekki Expressway, Lagos (hereinafter called “**Livestock247**” which expression shall where the context so admits include its successors-in-title and assigns) of the other part.

Concentrations and Livestock247 shall collectively be referred to as “**Parties**” and the word **Party** shall be construed accordingly.

WHEREAS:

- A. Concentration Ltd is a company focused on providing management services at abattoirs and butcheries, and with a concession to manage abattoirs in military formations within Lagos State.
- B. Livestock247 is an online livestock market and listing platform that brings together buyers, sellers, ranchers, livestock merchants and traders, veterinary professionals, haulage and logistics companies, and financial service providers.

- C. Concentrations Ltd is to partner with Livestock247 in the supply and sale of livestock at military abattoirs in Lagos State (the “Engagement”).
- D. Further to the above, Concentrations and Livestock247 have agreed to enter into this Agreement to clearly define the terms of their understanding and to facilitate cooperation between the Parties with regard to the Engagement.

NOW THEREFORE, in consideration of the mutual covenants between the Parties, the Parties hereby agree as follows:

1. Exclusivity

Parties agree that the Engagement shall be an exclusive arrangement between Concentrations Ltd and Livestock247. No party is allowed to partner with any like business for a venture like this engagement during the subsistence of this agreement.

2. Term

Subject to Clause 11(IV) (Termination & Survival), this Agreement shall be for a period of 1 (one) year beginning as of the Effective Date, renewable on the same terms and conditions of this Agreement except negotiated otherwise in writing.

3. The Engagement

The purpose of the Engagement is for Concentrations Ltd to partner for the supply and sale of livestock by Livestock247 at all abattoirs under the management of Concentrations Ltd.

4. Obligations of the Parties

a. Concentrations Ltd

Concentrations Ltd shall:

- i. Make available and facilitate to Livestock247 access to all abattoirs under its management in Lagos state ;
- ii. Introduce Livestock247 to all relevant stakeholders in all abattoirs as its partner.
- iii. Perform such other responsibilities as may be reasonably necessary to fulfill its obligations under this Agreement

b. Livestock247

Livestock247 shall:

- i. Pay Concentrations Ltd N3, 000.00 (Three Thousand Naira) for every cow sold at all abattoirs on a monthly basis.
- ii. Pay Concentrations N500.00 (Five Hundred Naira) for every goat or ram sold at all abattoirs on a monthly basis.
- iii. Perform such other responsibilities as may be reasonably necessary to fulfill its obligations under this Agreement.

5. Non-Circumvention and Non-Compete

- I. Except otherwise agreed in writing by Parties, Livestock247 agrees that during the subsistence of this Agreement, it shall not, directly or indirectly, solicit any contacts that shall be introduced to it by Concentrations Ltd or its employees, in connection with this Agreement.
- II. Except otherwise agreed in writing by Parties, Concentrations Ltd agrees that during the subsistence of this Agreement, it shall not, directly or indirectly, solicit any contacts that shall be introduced to it by Livestock247 or its employees, in connection with this Agreement.

III. Circumvention shall include any attempt to (i) deal directly or indirectly in any manner with any of the contact persons, or (b) bypass, compete, avoid, circumvent, or attempt to circumvent the other Party by utilizing any of the Proprietary Information or by otherwise exploiting or deriving any benefit from the Proprietary Information.

6. Intellectual Property (IP)

It is mutually agreed that neither Party shall acquire directly or by implication any rights in any intellectual property of the other Party under this Agreement, including, but not limited to copyrights in works, patents including software or hardware, any licence under any invention, patent, trademark or any similar rights (collectively "Intellectual Property") created prior to the date of this Agreement or thereafter individually.

7. Warranty

Each party warrants that it possesses the requisite licences, permits, authorisations and/or registrations required to perform their respective obligations under this Agreement.

8. Relationship of Parties

- I. This Agreement does not authorise or empower either Party to enter into any agreement on behalf of each other; and nothing in this Agreement shall be deemed to grant either Party the right to make any commitments for and on behalf of the other Party.
- II. Each Party shall act as an independent contractor to one another and neither Party shall act as agent, representative, or partner of each other. Neither Party shall have the authority to bind the

other Party for any purpose whatsoever nor shall the employees of each Party be deemed employees of the other.

III. Both Parties undertake to provide each other with all the assistance necessary for each Party to render its obligations under this Agreement.

9. Force Majeure

Neither party to this Agreement shall be liable for failure to perform, or for delay in performing its obligations hereunder if such failure or delay shall be due to Acts of God, war, riot, civil commotion, weather, labour disputes, failure of sub-contractors or any other cause beyond the reasonable control of the party concerned and whether or not of a similar nature to the foregoing.

10. Governing Law & Dispute Resolution

- I. This Agreement shall be governed by and construed in accordance with the Laws of the Federal Republic of Nigeria.
- II. Any disputes arising under or in connection with the validity, interpretation and performance of this Agreement that cannot be resolved amicably by the parties through negotiation within 30 (thirty) days shall be resolved by Arbitration at the Lagos Court of Arbitration (LCA) before a single arbitrator in accordance with the Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria.
- III. The Parties shall endeavor in good faith to mutually agree on the selection of an arbitrator. If the Parties cannot mutually agree on the selection of an arbitrator within ten (10) days of the request, they shall apply to the LCA to appoint an arbitrator. Arbitration proceedings shall be conducted in Lagos. The arbitrator will be

requested to render an award within ninety (90) days and to provide, in writing the reasoning for the award. The decision of any such arbitrator shall be final and binding on the parties.

- IV. Each party shall bear its cost in connection with the Arbitration and the arbitrator's fees shall be split equally between both parties.

11. Miscellaneous

- I. **Good Faith:** Subject to the terms and conditions of this Agreement, each Party shall act in good faith and devote its best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.
- II. **Assignment:** This Agreement may not be assigned by either party without the written consent of the other Party.
- III. **Amendment & Modification:** This Agreement may be amended, modified or supplemented only by written agreement of both Parties.
- IV. **Termination & Survival:** Either party may for whatsoever reason terminate this Agreement before the completion of the Term by providing the non-terminating Party with a 90 (Ninety) day notice in writing.
- V. **Notices:** Any notice or other communication required or permitted under this Agreement may be addressed to the recipient at its address given above, or such other address as that party may provide from time to time, and shall be deemed duly

given (i) when delivered, if by hand delivery; (ii) within the hour if by email without an email failure delivery notification received by the sender or any evidence to the contrary; and (ii) if otherwise delivered, when written confirmation of receipt thereof is obtained (a) from the recipient; or (b) from the mail courier.

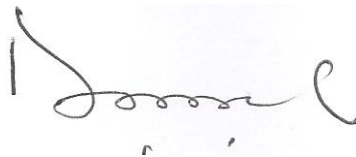
VI. Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior arrangements or understandings (whether written or oral) with respect thereto.

VII. Severability: If any provision in this Agreement is held to be invalid or unenforceable in any jurisdiction, the validity and enforceability of all remaining provisions contained in this Agreement shall not in any way be affected or impaired, and the invalid or unenforceable provisions shall be interpreted and applied so as to produce as near as may be the economic result intended by the Parties to this Agreement.

VIII. Signature: By signing below, each Party indicates acceptance of the terms of this Agreement in its entirety as of the date first written above and represents and warrants to the other Party that it understands this Agreement, and that to each Party's knowledge, no law or third-party obligation prevents it from entering into and performing this Agreement in full. For the convenience of the Parties, this Agreement may be executed electronically and in counterparts. The electronic execution shall be binding and each counterpart shall be binding, and all of them shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SIGNED by the duly authorised representative of **CONCENTRATIONS LIMITED**



AUTHORISED SIGNATORY

Name: *Dr. Ade Dosunmu, MON*

Designation: *Chairman*

Date: *20th day of February, 2019*

SIGNED by the duly authorised representative of **LIVESTOCK 247 SERVICES LIMITED**

AUTHORISED SIGNATORY

Name:

Designation:

Date: