

THE REPUBLIC OF UGANDA

IN THE MATTER OF THE CONTRACT ACT NO.7 OF 2010

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT is made this..... day of.....2025(`the Effective date`)

BETWEEN

..... a private Limited liability Company located at-.....
(hereinafter referred to as “**the Principal**” which expression shall where the context admits include it`s successors and assigns) of the First Part

AND

PURE GAPE CONSULT LIMITED a Limited liability Company of P.O Box 110639, Kampala, Plot 3, Valley Road Ntinda Ministers Village, Kampala, Uganda (hereinafter referred to as “**second party**” which expression shall where the context admits include it`s successors and assigns) of the Second Part

WHEREAS the Principal is a duly licensed Telephone manufacturing Company under the Laws of Canada with authority to transact business all over the world

AND WHEREAS the Second party holds specialty and expertise in various business fields which include, Export of coffee and Consultancy amongst others;

AND WHEREAS the Principal is desirous of collaborating with, engaging and appointing the Agent as its lawful agent and representative to perform certain services described under this Agreement (“**the services**”)

AND WHEREAS the second party hereby accepts such appointment as an exclusive agent to represent the Principal in performance of such services as described and in accordance with terms and conditions of this Agreement;

AND WHEREAS the Parties hereto with full intentions of being legally bound have agreed to execute these presents in the manner and on such terms and conditions as hereinafter stipulated;

NOW THEREFORE IN CONSIDERATION OF THE COVENANTS HEREIN AND ANY VALUABLE CONSIDERATION, THIS AGREEMENT WITNESSETH as follows: -

1. DESCRIPTION OF SERVICES

- 1.0 The second party shall on behalf of the Principal engage in the business selling of mobile phones and its accessories Business both within and outside Uganda;
- 1.1 The second party shall provide such operational support services required in the advertisement of the available products both locally and internationally.
- 1.2 Provide services as shall be determined on a day to day basis, as needed basis or as may be determined by mutual consent of both Parties;

2. COMMENCEMENT AND DURATION

- 2.0 The term of this Contract shall commence on the day of 2020 and will remain in full force and effect until Day of unless terminated in writing upon giving Notice to the other.

3. OBLIGATIONS OF THE SECOND PARTY

- 3.0 The Second party shall;
- 3.1 On behalf of the Principal negotiate business opportunities with companies both within and outside Uganda. Such contracts shall not be concluded without the consent of the Principal. The best interests of the Principal shall be upheld;
- 3.2 Subject to Clause 3.1, disclose all information regarding any mobile phone orders during the implementation of such order. The information as disclosed shall be deemed accurate and complete for the purpose by the second party;

3.3 Upon the sole discretion of the Principal use its best endeavor to advertise available mobile phones and its accessories both locally and overseas; share with the Principal a list of suitable Customers (buyers) for final consideration;

3.4 The second party shall notify the principal during negotiations of contracts;

3.5 Not delegate such duties without the consent of the principal;

3.6 Execute all duties with due care, skill, diligence, competence and efficiency. In execution of such duties, the second party shall comply with the applicable laws of both Uganda and International bodies (Canada) during the implementation of the orders;

4. OBLIGATIONS OF THE PRINCIPAL

4.0 The Principal shall;

4.1 Provide quality iPhone mobile phones and its accessories that meets the standard

4.2 ; Meet the cost of shipment and all the related costs including taxes

4.3 the Parties hereto agree that either party shall within a period of seven days inform the other Party of any confirmation of an offer of engagement;

4.4 the Principal acknowledges agrees to give exclusive rights to the second party as a sole distributor of the iPhone and its accessories in Uganda and the region

5. CONSIDERATION

5.0 The second party shall pay 5 percent of the amount received for each contract to the principal for follow up and marketing of its products in Uganda in addition to USD\$ 60 as mark up for each mobile phone sold

5.1 30% for Pure Gape Consult Ltd and 70% for any business or product other than iPhone Mobile brought by the Principle.

6. AUTHORITY TO ENTER INTO THIS AGREEMENT

6.0 Each Party to this Agreement hereby represents and warrants to the other Party that it is duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not conflict with or violate any provision of the Law, regulation or any other instrument to which it is a party;

7. AUTHORITY TO BIND EACH PARTY

- 7.1. Neither party including each Party's agent, employee, assignee has authority to enter into binding contracts on behalf of the other party without the prior written consent or authorization of the other Party save for the purpose herein agreed.

8. CONFIDENTIALITY

- 8.1 Either party undertakes not to disclose or divulge any information concerning the other party, its Business affairs or any other information considered by either party to be confidential in the execution of this Agreement (hereinafter referred to as "**Confidential information**") to any person whatsoever. This obligation shall not prevent the Agent from disclosing confidential information to its professional personnel for purposes of execution of its obligations under this Agreement. This provision shall survive the termination or expiry of this Agreement.

9. TERMINATION AND NOTICE PERIOD

- 9.1 The Principal may by reasonable cause revoke the authority given under this Agreement by giving not less than one month's written Notice to the Agent. The Agent shall be entitled to compensation if this Agreement is revoked without reasonable cause;
- 9.2 This Agreement shall terminate automatically on the occurrence of either Party's bankruptcy or insolvency, sale of the business, or unauthorized assignment.
- 9.3 By either Party;
- 9.3.1 Upon material breach of any term hereof by the other Party who has failed to cure such breach within a period of 30(thirty) days;
 - 9.3.2 upon death of the other party;
 - 9.3.3 If without reasonable cause either party suspends completion of either party's obligations under this Agreement. The principle shall be entitled to reimbursement of the total expenses and costs incurred in execution of its obligations under the Agreement upon presentation of proof of such expenditure;
 - 9.3.4 Any other justifiable reason under common law;
 - 9.3.5 Any notices required to be served hereunder shall be in writing and shall be deemed to be served on either party if forwarded to it by hand to its last known address, which serves as its head office.

10. LIMITATION OF LIABILITY

- 10.1 The second party/Agent will not be liable for any error of judgment or mistake of law or for any loss suffered by the Principal in connection with the performance of this Agreement, except a loss resulting from a breach of fiduciary duty or a loss resulting**

from willful misfeasance, bad faith or gross negligence on its part in the performance of second party/ Agent's duties or from reckless disregard by the Agent/second party of its duties under this Agreement.

11. FORCE MAJEURE

11.1 Neither party shall be liable for forfeiture of its obligations under the Agreement if and to the extent that the delay or failure in performance of its obligations under the Agreement is the result of an event of force majeure;

11.2 If either party is prevented from performing any of its obligations due to any of the above causes, the Party shall promptly notify the other party in writing of the circumstances and the other party shall grant a reasonable extension of time for the performance of this Agreement, provided however that if a party shall have been so prevented from Performing its obligations under this Agreement for more than 60 (sixty) days, then the other party may terminate this Agreement forthwith upon written notice.

12. SETTLEMENT OF DISPUTES

12.1 The Parties shall use their best efforts to settle any disputes arising from or in connection to this Agreement or its interpretation amicably;

12.2 Any disputes between the Parties arising out of this Agreement which cannot be settled amicably within a period of 28 (twenty-eight) days after receipt of the other party's request for such amicable settlement, may be referred to courts of law for redress.

13. ENTIRE AGREEMENT

13.1 This Contract constitutes the entire Agreement between the Parties and supersedes all communications, negotiations and Contracts, whether written or oral of parties with respect thereto made prior to the date of the contract;

13.2 Modification of the terms and conditions of this Agreement, including any changes in the scope of services, may only be made by written agreement between the parties. The party receiving notice of modification shall respond within thirty days from the date of receipt of the notice.

13.3 No Amendment or other variation of the Agreement shall be valid unless it is in writing, dated and it expressly refers to this Agreement, and is signed by authorized personnel of the Parties.

14. GOVERNING LAW

14.1 The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of Uganda.

15. SEVERABILITY

15.1 In the event that any of the provisions of this Agreement are held to be invalid in whole or in part, all the other provisions will nevertheless continue to be valid or enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on this _____ day of _____ 2025.

Signed and sealed for and
On behalf of
The Principle by:

.....
Director

.....
Director

.....
Secretary

In the presence of

WITNESS

Signed and sealed for and
On behalf of
PURE GAPE CONSULT LIMITED by

.....
Managing Director

SECOND PARTY

.....
Managing Director

SECOND PARTY

Company Secretary

Witness

In the presence of

WITNESS