

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT is made this.....day of January, 2020.

BETWEEN

BEHAPPYLIMO is a Limited Liability Company in Accra in the Greater Accra Region of the Republic of Ghana (hereinafter called “the first Partner”) on one part.

AND

..... a limited liability company duly incorporated (Hereinafter called “the second Partner”) of the other part. **WHEREAS**

- The **FIRST PARTY** is in the business of providing Modern Transport services with the usage of its Mobile Application Platform (hereinafter called “the services”) to Private Individuals and Companies in Ghana.
- The **SECOND PARTY** Company has requested the first party to provide such services with its related involvements and the first party has agreed to it subject to the terms of this Agreement.

1. MAIN SCOPE OF WORK

The Scope of Work the ‘First Party’ Company shall be required to provide to the ‘Second Party’ Company on a win-win business engagement which shall include the following;

- a) An exclusive Usage of the ‘Second Party’ available Cars for the purposes of Service delivery to clients(passengers) which shall be enlisted as the available fleet of Cars onto the ‘First Party’ Mobile Application Software.
- b) Again, to Train the ‘first party’ Drivers on the easy usage of the Mobile App (orientation training) to be able to be familiar on the knowledge and use of the BeHappy LIMO Mobile App.
- c) The partners hereto (hereinafter called “the Partners”) have agreed to become partners in the Business of **leasing, hiring, renting and booking of luxury cars** in Ghana.

- To this end, the 'Second Party' can do the Leasing, hiring, renting and booking of the luxury cars for and on behalf of the 'Second Party' which the first party shall be entitled to a **rewarding commission** to be agreed by both parties as the 'first party' acting as a **Key facilitator-or-Agent** towards this undertaken.
 - Again on a voluntary grounds the 'second party' can either choose to release-out their fleet of cars or to be in possession of the 'First Party' for the purposes of Renting it out, Hiring, Leasing, as well as booking of the luxury cars for the Second Party based on the 'Second Party' own charges/fee.
- d) Report on any issues, problems or challenges to the first party that may arise and Second party shall require to do same.
- e) Update on any vital information where necessary.

2. PROVISION OF CAR / VEHICLES

2.1 The partnership business shall be carried under the name and style of the **BEHAPPYLIMO PLATFORM &** (hereinafter called "the Car or Vehicle Provider.")

2.2 The business of the partnership shall be carried on in Accra or such other places or places in Ghana as the Partners shall agree and shall continue until determined as hereinafter provided.

2.3 The partnership shall commence on the date of the execution of this agreement and shall continue until determined as hereinafter provided.

3. FEE CHARGE & BENEFITS ARRANGEMENTS

3.0 The Company agrees to the payment of **Twenty Percent (20%)** commission on all transport service delivery rendered through our medium or platform as a direct benefit to the first party (**Be Happy LIMO Ltd**)

3.1. The second partner shall be **entitled to full (80%) of earnings** from every trip or trips completed.

3.2 The second partner is obliged and mandated to pick up or drop off our clients at all times once he/she is **ONLINE** and accepts a booking or trip. (b) The second partner

(Driver)'s cell phone must be active at all times during this period with internet Data as well.

3.3 The second partner will be paid in full within 72 hours or **sooner** on an agreed amount after a trip. (b) All losses shall be borne by the Partners in the same ratio stated in 12 above if the loss did not originate from the Second Partner.

3.4 All proceeds of the business of the Firm shall be paid into the First partners account (Hereinafter called "the Partnership Account).

3.5 The Firm shall keep shall contain accounts showing the true financial position of the partnership electronic books of account (hereinafter called "Books of Account") which

4. BOOKING & RESERVATION ARRANGMENTS

4.0. Notice for booking shall be held to have been given if booking is done and accepted by the second partner and the second partner shall comply.

4.1 The second partner shall be in breach if it cancels any booking or trip after making itself available online and accepting a trip.

5. BREACH IN SERVICE DELIVERY

5.0 The second partner shall be in breach of this partnership agreement if the second partner fails to notify the First partner in the event of an emergency or to honor the booking or fails to honor a trip in totality.

5.1 The second partner undertakes to at all material times exhibit excellent working relations with riders/clients and the first partner.

6. INSURANCE OF VEHICLE

6.0 The second partner shall ensure that his/her vehicle or cars are fully **INSURED**.

NOTE: Notwithstanding at certain instances, the insurance cover on car or vehicles shall be a shared responsibility and special arrangement among both parties where necessary this will be on fair and flexible negotiations.

7. RULES OF ENGAGEMENT AMONG BOTH PARTIES

7.0 The management and conduct of the business of the partnership shall be vested in the first partner who shall be responsible for and its discharge to the best of its ability, knowledge and skill.

7.1 (1) Each partner shall punctually pay his present and future debts and indemnify the other partner and the assets of the partnership against the same and pay all expenses on account thereof.

7.2 (1) Neither partner shall, without the prior consent of the other, in writing.

(a) Employ any monies, property or other assets of the partnership or pledge the credit thereof or contract any debt except in the due and ordinary course of the business of the Firm and upon the account or for the benefit of the partnership.

(b) Do or knowingly suffer any act or thing whereby the property or assets of the partnership or any part thereof, may be attached, seized or taken in execution.

(c) Lend any partnership money or otherwise give credit to any person or persons whom the other partner shall, by notice in writing, had forbidden him to trust

7.3 The partners shall be just and faithful to each other and furnish to each other, whether required to do so, a true and full account, in writing, on all matters and transaction relating to the partnership.

8. GENERAL PROVISIONS

THE PARTIES HEREBY AGREE that;

8.1 Either partner may terminate the partnership or contract by giving to the other partner at least [three (3) months'] notice, in writing, of his intention so to do

8.2 Any notice required to be served under this agreement shall be sufficiently served on either partner if addressed to him/her at the registered office of the partnership or forwarded to him by registered post to his last known postal address or left at his last place or abode in Ghana.

8.3 All disputes arising out of this agreement between the Partners shall be settled amicably and where attempt at amicable settlement is unsuccessful, by arbitration in accordance with the Arbitration Act, 1961 (Act 38) or any statutory modification or replacement thereof.

9. TERMINATION OF PARTNERSHIP CONTRACT

9.1 In the event of termination of this Agreement, regular arrangement for scheduled date of termination of this Agreement. In the event of termination, the parties herein shall negotiate mutually agreeable dealings for all cases under transport service delivery arrangements.

9.2 This termination of this Agreement shall be without prejudice to the rights accrued to either party prior to the termination of this Agreement.

10. SIGNATORIES ON THE BINDING PARTNERSHIP AGREEMENT

IN WITNESS whereof the Parties hereto have hereunto set their hands, name the day and year first above written **SIGNED AND SEALED BY** }

For and on behalf of the Company- **BeHappy LIMO LTD- 1st PARTY**

In the presence of:

SIGNATURE:.....

NAME:.....

ADDRESS/CONTACT:.....

WITNESS SIGN. FOR: BEHAPPY LIMO LTD- BY:.....

SIGNED AND SEALED BY

For and on behalf of the Company-**2nd PARTY** }

In the presence of:

SIGNATURE.....

NAME... ..

ADDRESS/CONTACT.....

WITNESS SIGN FOR: BY:.....