Joint Venture Agreement

1. THIS JOINT VENTURE AGREEMENT (the "Agreement" or this “Joint Venture Agreement”), is made and entered into as of this 1st August 2024 (now past), by and between KIKAO INTERNATIONAL LIMITED

 (hereinafter "KIKAO"), a company incorporated in the Republic of Kenya with its principal office at Nairobi, KTDA Plaza, 4th Floor and of P.O Box 64089-00620, and JACKSON BWEYA (hereinafter
"JACK"), JACKSON BWEYA an individual of ID number 23812491 and of P.O. Box 400 Butere.

WHEREAS, Kikao is a provider of supply chain consultancy services in the Republic of Kenya, and

WHEREAS, Jack is in the business of software engineering, and

WHEREAS, the parties desire to establish between them a joint venture in order to collaborate in development and implementation of supplier and buyer Enterprise Resource Planning (ERP) portal,

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and commitments set forth herein, the parties hereto agree as follows:

1. Formation

The joint venture formed by this Agreement (the “Joint Venture”) will conduct its business under the name [KIKAO-JACK], and will have its registered address at KTDA Plaza,4th Floor Nairobi. The Joint Venture shall be considered a joint venture between the Parties in all respects, and in no event shall this Agreement be construed to create a partnership or any other fiduciary relationship between the Parties.

2. Purpose

The Joint Venture shall be formed for the purpose of establishing a collaborative effort between the parties to develop a Supplier and buyer Enterprise Resource Planning (ERP) system. This collaboration aims to leverage the combined expertise, resources, and market presence of both parties to design, develop, implement, and support a specialized ERP solution tailored for supplier management. The objective of the Joint Venture is to create an innovative ERP system that enhances the efficiency, resource management, and data integration capabilities of supplier and buyer operations, thereby addressing the unique needs of businesses in different sectors.

3. Contributions

The Parties hereto shall each make an initial contribution to the Joint Venture as follows:

1. KIKAO’s Contribution:
* Marketing and selling the ERP system.
* Developing marketing strategies and campaigns.
* Managing customer relationships and sales channels.
* Providing customer support and after-sales services.
1. JACK’s Contribution:
* Develop and implement a supplier’s portal with below but not limited functionalities:
1. Supplier registration/pre qualification.
2. Online tenders submission (RFQ/RFP/RFI).
3. Supplier self service capabilities (password/admin management, invoicing, help desk)
* Develop and implement a buyer’s portal with below but not limited functionalities:
1. Online tenders review (RFQ/RFP/RFI)
2. Online bids scoring/evaluation capabilities & Purchase order management
3. Automated Buyers’ decision (award success/regret)
4. Custom reports and analytics

A bank account at Diamond Trust Bank Kenya Ltd shall be opened by KIKAO on behalf of the Joint Venture, and the financial contributions of the Parties shall be deposited by the due date set forth above. Should the Joint Venture require additional funding, additional financial contributions shall be made equally by the Parties.

4. Distribution of Profits

Any and all net income accruing to the Joint Venture shall be distributed as follows: 75% to KIKAO and 25% to JACK.

5. Management

The following individuals in the following positions will comprise the Joint Venture’s management (the “Management Team”).

The Management Team will be structured to ensure effective coordination and decision-making, with each member bringing specialized expertise to their respective roles. The management structure will consist of two KIKAO directors and a Chief Technical Officer (JACK).

Management Team:

Andrew Ashene, Director Kikao International Limited

 Responsibilities: Overall leadership and strategic direction of the Joint Venture, overseeing all operations, ensuring alignment with the Joint Venture’s objectives, and representing the Joint Venture in external relations and partnerships.

Jack Bweya, Chief Technical Officer (CTO)

Responsibilities: Leading the software development team, overseeing the design, development, and implementation of the ERP system, ensuring technical excellence and innovation, and managing all aspects of the technical infrastructure.

Xavier Makuba, Director Kikao International Limited

 Responsibilities: Leading the marketing and sales efforts, developing and executing marketing strategies, managing customer acquisition and retention, overseeing market research and analysis, and driving the growth and market presence of the ERP system.

6. Responsibilities of the Parties

The Parties will each have the following responsibilities under the Joint Venture:

KIKAO’s Responsibilities:

* Marketing and selling the ERP system.
* Developing marketing strategies and campaigns.
* Managing customer relationships and sales channels.
* Providing customer support and after-sales services.
* Recommend and approve change requests to ensure a robust and efficient solution

JACK’s Responsibilities:

* Developing the software for the ERP system.
* Designing, coding, and testing the ERP solution.
* Implementing and maintaining the ERP software.
* Providing technical support and updates for the ERP system.

7. Non-Exclusivity

No exclusivity is formed by virtue of this Joint Venture Agreement and neither Party shall be obligated to make offers to the other related to any business. The source code shall remain the intellectual property of both parties and non-transferable.

8. Term

This Agreement shall commence on the date first written above and remain in full force and effect for an initial period of five (5) years (the “Initial Term”). At the end of the Initial Term, this Agreement will automatically renew in one-year increments (each, a “Renewal Term”), unless and until this Agreement is terminated in accordance with Section 8 hereinafter.

9. Termination

Either Party shall have the right to terminate this Agreement, effective as of the end of the Initial Term or any Renewal Term, by providing the other with written notice of termination at least sixty (60) days prior to the end of such Initial Term or Renewal Term. Neither Party shall have the right to terminate this Agreement at any other time, unless such termination is mutually agreed to by the Parties hereto. The Joint Venture shall terminate upon termination of this Agreement.

10. Confidential Information

The Non-Disclosure Agreement entered into by the Parties as of contract execution date (the “NDA”) is applicable to the Joint Venture and shall apply in full force and effect to any and all Confidential Information (as defined in the NDA) exchanged or otherwise accessed by a Party under this Agreement.

11. Further Actions

The Parties shall execute any documents and take all appropriate actions as may be necessary to give effect to the Joint Venture.

12. Assignment

Neither Party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party, except to a successor in ownership of all or substantially all of the assets of the assigning Party if the successor in ownership expressly assumes in writing the terms and conditions of this Agreement. Any such attempted assignment without written consent will be void. This Agreement shall inure to the benefit of and shall be binding upon the valid successors and assigns of the Parties.

13. Governing Law

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of Kenya, without regard to conflicts of law principles.

14. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one instrument.

15. Severability

The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

16. Notices

All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in this Agreement: (i) when personally delivered; (ii) upon receipt of a telephone facsimile transmission with a confirmed telephonic transmission answer back; (iii) three (3) days after having been deposited in the mail, certified or registered, return receipt requested, postage prepaid; or (iv) one (1) business day after having been dispatched by a nationally recognized

overnight courier service, addressed to a Party or their permitted assigns at the address for such Party first written above.

17. Headings

Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

18. Entire Agreement

This Agreement contains the entire agreement and understanding between the Parties, superseding all prior contemporaneous communications, representations, agreements, and understandings, oral or written, between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment executed by each Party hereto.

In Witness Whereof, the Parties have caused this Joint Venture Agreement to be duly executed and delivered as of the date first written above.

Signed by:

Name:

Director, KIKAO INTERNATIONAL LIMITED

 -----------------------------------------

Name:

Director, KIKAO INTERNATIONAL LIMITED

 -----------------------------------------

Name:

CHIEF TECHNICAL OFFICER

 -----------------------------------------