



Partner Programme

PARTNERSHIP AGREEMENT

Model 2 — Distribution Based Partnership

Item	Detail
Agreement Ref.	BRP-PTN-DIS-_____
Provider	BridgeERP Limited (Reg. No. PVT-DM1KPEWV), Nairobi, Kenya
Partner	_____
Partnership model	Distribution Based Partnership: buy BridgeERP at wholesale and resell it under your own brand and price
Term	Twelve (12) months, renewing yearly
Terms version	1.0 — the terms in force since 24 February 2025
Date	_____
Status	For signature — Confidential

The Parties

This Agreement is made on the date of last signature below, by and between:

	The Provider	The Partner
Company	BridgeERP Limited	_____
Registration	PVT-DM1KPEWV (Kenya)	_____
Address	Elysee Plaza, Suite 12, 3rd Floor, Kilimani Road, Nairobi, Kenya	_____
Represented by	Chrispas Chege Muturi, Director	_____
Email	reach@mybridgeerp.com	_____
Phone	+254 746 883 809	_____

1. Purpose

This Partnership Agreement ("Agreement") is entered into between BridgeERP Limited ("BridgeERP"), a technology company providing enterprise resource planning and point-of-sale software solutions, and the partner organisation named above ("Partner"). This Agreement establishes the terms under which the Partner may purchase BridgeERP subscriptions at wholesale and resell them under the Partner's own brand and pricing.

2. Term and Renewal

This Agreement is effective from the date of execution and shall remain in force for an initial term of twelve (12) months. The Agreement will automatically renew for successive twelve-month periods unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term. The annual partnership fee is due upon execution and upon each renewal.

3. Platform Access and Training

BridgeERP shall provide the Partner with:

- Access to the BridgeERP partner portal, including demo environments and marketing materials
- Initial partner onboarding training (remote, up to 8 hours)
- Ongoing access to BridgeERP documentation, tutorials, and product updates
- A dedicated partner manager for the first 90 days
- Priority access to new product features and beta releases

4. Distribution and Pricing Structure

The Partner purchases BridgeERP subscriptions at wholesale prices and resells them to clients at the Partner's own price, subject to the maximum markup ceilings defined below. The Partner owns the client billing relationship and provides first-level technical support.

Annual Partnership Fees

Tier	Active Clients	Annual Fee
Learning Partner	0 – 19	\$399 / year
Expert Partner	20+	\$799 / year

Wholesale Discounts

Client Plan	Discount off List	Recommended Margin	Max Markup
Starter Plan	25%	30 – 50%	85%
Standard Plan	30%	35 – 55%	90%
Advanced Plan	35%	40 – 60%	95%

Worked Example — Retail Pricing

Plan	List Price	Your Cost	Suggested Resale
Starter	\$12/mo	\$9/mo	\$12 – 16/mo
Standard	\$55/mo	\$38.50/mo	\$52 – 75/mo
Advanced	\$220/mo	\$143/mo	\$200 – 300/mo

Expert Threshold

Partners automatically graduate to Expert status upon reaching twenty (20) or more active clients. Expert-tier wholesale discounts apply from the following billing period.

5. Billing, Support and Payment

Who bills the client: The Partner bills the client directly at the Partner's own price (within the maximum markup ceiling).

Wholesale invoicing: BridgeERP issues a monthly wholesale invoice to the Partner based on the Partner's active client subscriptions. Payment terms are Net 30.

Client support: The Partner provides first-level technical support and account management. BridgeERP provides escalation support, platform maintenance, and software updates. Response times for escalated issues: Critical (4 hours), High (8 hours), Standard (24 hours).

Reporting: The Partner shall provide BridgeERP with a monthly report of active client subscriptions for reconciliation purposes.

6. Branding and Intellectual Property

The Partner may use BridgeERP's name, logo, and marketing materials solely for the purpose of promoting BridgeERP products in accordance with BridgeERP's brand guidelines. All intellectual property in BridgeERP software, documentation, and materials remains the exclusive property of BridgeERP Limited. The Partner shall not modify, reverse-engineer, or create derivative works from BridgeERP software.

7. Confidentiality

Both parties agree to keep confidential all proprietary information shared under this Agreement, including but not limited to pricing structures, customer lists, technical documentation, and business strategies. This obligation survives termination of the Agreement for a period of two (2) years.

8. Termination

Either party may terminate this Agreement:

- With thirty (30) days' written notice for any reason
- Immediately upon material breach by the other party that remains uncured for fifteen (15) days after written notice
- Immediately if the other party becomes insolvent or enters bankruptcy proceedings

Upon termination, the Partner shall cease all use of BridgeERP branding and return or destroy all confidential materials. Commissions or wholesale credits earned before termination remain payable.

9. Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement. BridgeERP's total liability under this Agreement shall not exceed the total fees paid by the Partner in the twelve (12) months preceding the claim.

10. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya. Any dispute arising under this Agreement shall first be submitted to mediation. If mediation fails within thirty (30) days, the dispute may be submitted to binding arbitration in Nairobi, Kenya, under the rules of the Nairobi Centre for International Arbitration.

Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorised representatives:

For and on behalf of

BridgeERP Limited

Signature: _____

Name: Chrispas Chege Muturi

Title: Director

Date: _____

For and on behalf of

Signature: _____

Name: _____

Title: _____

Date: _____

This Agreement is confidential and prepared for the parties named herein. It is not in force until both parties have signed it.

BridgeERP Limited · Elysee Plaza, Suite 12, 3rd Floor, Kilimani Road, Nairobi, Kenya · +254 746 883 809 · reach@mybridgeerp.com · www.mybridgeerp.com