BridgeERP Partnership Agreement

BridgeERP Partnership Agreement - Model 1

Version: 1.0 | Date: February 24, 2025

Commission Based Partnership

Parties to this Agreement

BridgeERP Limited, a company incorporated in Nairobi, Kenya, and operating in East and Central Africa (hereinafter referred to as "BridgeERP")

AND

_____,

a company or individual operating at:
_____

(hereinafter referred to as "Partner")

BridgeERP and Partner are individually referred to as a "Party" and collectively referred to as "the Parties."

1. Purpose

The purpose of this agreement is to set forth the conditions under which BridgeERP provides services to the Partner, including access to the BridgeERP software platform, training, and commercial support, and under which the Partner agrees to promote and sell BridgeERP subscriptions to clients.

2. Term of the Agreement

This Agreement shall be valid for a period of one (1) year from the date of signing. It shall automatically renew for successive one-year terms unless either Party gives written notice of termination at least thirty (30) days before the expiration of the current term.

3. Access to BridgeERP Platform

BridgeERP grants the Partner access to its ERP platform for the purposes of training, implementation, testing, and client onboarding. All use must comply with BridgeERP's acceptable use policy. Misuse, redistribution, or reverse-engineering of the platform is strictly prohibited.

4. Partnership Levels

BridgeERP offers two distinct partnership levels with corresponding benefits and responsibilities:

> **Note:** *Learning Partners start at this level and remain here until they have 20+ active clients, after which they automatically advance to Expert Partner status.*

Partnership Level	Annual Fee (USD)	Benefits
Learning Partner (0-19 clients)	**$299**	• Access to training materials • Platform access for testing & onboarding

		(0-19 clients)
		• Basic support resources
		• Commission eligibility (see section 5)
Expert Partner (20+ clients)	**$599**	• All Learning Partner benefits • Dedicated trainer • Priority support • Enhanced commission structure (see section 5)

5. Commission & Revenue Sharing

Partners are entitled to recurring commissions based on the subscription payments of clients they refer to BridgeERP. Commissions are paid in accordance with the client's billing cycle (monthly or annually).

Learning Partner Commission:

Client Tier	Revenue Share
Starter Plan	30%
Standard Plan	20%
Advanced Plan	20%

Expert Partner Commission:

Client Tier	Revenue Share
Starter Plan	40%
Standard Plan	30%
Advanced Plan	30%

BridgeERP will issue a statement at the end of each billing period indicating commissions earned. Partners are responsible for invoicing BridgeERP accordingly. Payments will be made within 15 days of invoice receipt.

6. Branding and Promotion Rights

BridgeERP grants Partners the non-exclusive right to use BridgeERP branding and trademarks for marketing purposes during the term of this agreement. Any promotional material must comply with BridgeERP brand guidelines.

7. Termination

This Agreement may be terminated by either Party with 30 days' written notice or immediately if the other Party is in breach and fails to remedy such breach within 30 days.

Upon termination:

- The Partner must cease all promotion of BridgeERP
- Access to the BridgeERP platform will be revoked
- Outstanding commissions will be paid for eligible clients

8. Limitation of Liability

BridgeERP's liability under this Agreement shall not exceed the total fees paid by the Partner in the preceding six (6) months. Neither Party shall be liable for indirect, incidental, or consequential damages including loss of profits or business opportunities.

9. Governing Law

This Agreement shall be governed by the laws of the Republic of Kenya. Any disputes arising from this Agreement shall be resolved in the courts located in Nairobi, Kenya.

10. Signatures

For BridgeERP:

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

For Partner:

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

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