

BridgeERP Partnership Agreement

Model 2: Distribution Based Partnership

BridgeERP Partnership Agreement - Model 2

Version: 1.0 | Date: February 24, 2025

Distribution 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 as a distributor, including access to the BridgeERP software platform, training, and commercial support, and under which the Partner agrees to purchase BridgeERP subscriptions at wholesale rates and resell them to end 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	\$200	● Access to training materials

Learning Partner (0-19 clients)	\$599	<ul style="list-style-type: none"> Access to training materials Platform access for testing & onboarding Basic support resources Wholesale pricing with controlled margins
Expert Partner (20+ clients)	\$799	<ul style="list-style-type: none"> All Learning Partner benefits Dedicated trainer Priority support Enhanced wholesale pricing with flexible margins

5. Distribution Model & Pricing

Under this distribution model, Partners purchase BridgeERP industry-specific subscriptions at wholesale rates and resell them to end clients. Partners have pricing autonomy within controlled ranges to ensure fair market pricing while maintaining profitability.

Distribution Terms:

- Wholesale Purchase:** Partners buy industry-specific subscriptions from BridgeERP at wholesale rates
- Pricing Flexibility:** Set your own client prices within approved maximum limits
- Payment Terms:** Net 30 days for wholesale purchases
- Client Management:** Partners handle all client billing and first-level support
- Market Protection:** Pricing guidelines ensure competitive and fair client treatment

Distribution Pricing Structure:

Industry-Specific Pricing: Partners receive wholesale rates on all industry-specific plans (Retail, Healthcare, Manufacturing, etc.) and set client pricing within approved ranges.

Plan Tier	Wholesale Discount	Recommended Margin	Maximum Markup
Starter Plans All Industries	25%	30-50%	85%
Standard Plans All Industries	30%	35-55%	90%
Advanced Plans All Industries	35%	40-60%	95%

Example: Retail Industry Pricing

Plan	Retail Price	Your Cost (25% off)	Suggested Resale	Your Margin
Starter	\$12/month	\$9/month	\$12-16/month	\$3-7
Standard	\$55/month	\$38.50/month	\$52-75/month	\$13.50-36.50
Advanced	\$220/month	\$143/month	\$200-300/month	\$57-157

Industry-Specific Considerations:

Standard Industries

Retail, Services, Basic Manufacturing

Suggested Markup: 30-50% above wholesale

Complex Industries

Healthcare, Finance, Heavy Manufacturing

Suggested Markup: 40-60% above wholesale

Pricing Guidelines:

- Partners receive wholesale discounts on all industry-specific pricing
- Full autonomy to set client pricing within maximum markup limits
- Industry-specific recommendations account for complexity and support needs
- Regular market pricing reviews ensure fair client treatment
- All industry plans available: Retail, Healthcare, Manufacturing, Financial Services, etc.

Partners will receive monthly wholesale invoices based on active client subscriptions across all industries. All client relationships, billing, and first-level support are managed directly by the Partner.

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 wholesale balances will be settled within 30 days

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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Partnership: partnerships@mybridgeerp.com
Support: support@mybridgeerp.com