INTERNATIONAL BUSINESS EXCHANGE (IBE)

FOUNDING & STRATEGIC PARTNERS AGREEMENT

Connecting Business. Creating Opportunities. Building Partnerships.

Effective Date: ______________________________

BETWEEN

INTERNATIONAL BUSINESS EXCHANGE (IBE)

A proposed international business, investment, project-development and partnership platform/network

Represented by: ____

Position: ____

Address: ____

Email: ____

Hereinafter referred to as "IBE"

AND

STRATEGIC PARTNER

Legal Name: ____

Registration Number: ____

Country: ____

Address: ____

Representative: ____

Position: ____

Email: ____

Telephone: ____

Hereinafter referred to as “Strategic Partner.”

1. PURPOSE

The purpose of this Agreement is to establish a strategic relationship between IBE and the Strategic Partner for the development and expansion of an international network connecting businesses, investors, institutions, governments, entrepreneurs, technology providers and development partners.

The parties intend to cooperate in identifying, developing and facilitating legitimate commercial and development opportunities.

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2. IBE VISION

IBE’s vision is:

«To connect African businesses and projects with international business, investment, technology, trade and development opportunities.»

IBE seeks to create a platform where opportunities can progress from:

IDEA → PROJECT → PARTNER → AGREEMENT → IMPLEMENTATION → ECONOMIC IMPACT

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3. STRATEGIC PARTNERSHIP

The Strategic Partner shall be recognised as a strategic participant in the IBE network.

Depending on the contribution of the Partner, IBE may recognise the organisation as:

- Founding Partner;
- Strategic Partner;
- International Strategic Partner;
- Sector Strategic Partner; or
- Institutional Strategic Partner.

The specific designation shall be recorded in writing.

4. FOUNDING PARTNER

A Founding Partner is an organisation that materially contributes to the establishment, development, expansion or operation of IBE.

Founding Partners may contribute:

1. Business opportunities;
2. International relationships;
3. Investment relationships;
4. Technology;
5. Professional expertise;
6. Project-development capabilities;
7. Market access;
8. Institutional relationships;
9. Financial or operational resources;
10. Business-development expertise.

Founding status does not automatically create ownership of IBE or its intellectual property unless separately agreed in writing.

5. SA KHADINANG LIMITED

Where designated as a Founding or Strategic Partner, SA Khadinang Limited may contribute to IBE through:

- African business opportunities;

- Mining and mineral opportunities;

- Rural-development projects;

- Infrastructure opportunities;

- Traditional-authority development programmes;

- Entrepreneurship initiatives;

- Gold Access Card opportunities;

- Business-development expertise;

- Stakeholder relationships;

- Project-development capabilities;

- International partnership opportunities.

SA Khadinang Limited may also introduce businesses, investors, institutions and strategic partners into the IBE network.

Its participation shall not prevent IBE from admitting other partners.

6. STRATEGIC PARTNER CONTRIBUTION

Each Strategic Partner shall identify its intended contribution.

Business Development

☐ Business opportunities

☐ Customers

☐ Suppliers

☐ Distributors

☐ Joint ventures

☐ International market access

Investment

☐ Investors

☐ Financial institutions

☐ Development finance relationships

☐ Project finance opportunities

Technology

☐ Technology

☐ Digital platforms

☐ Equipment

☐ Technical expertise

Professional Services

☐ Legal

☐ Accounting

☐ Engineering

☐ Consulting

☐ Marketing

☐ Project management

Institutional Relationships

☐ Government

☐ Traditional authorities

☐ Development institutions

☐ Universities

☐ Chambers of commerce

☐ International organisations

Other

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7. STRATEGIC PARTNER BENEFITS

Subject to the agreed level of participation, a Strategic Partner may receive:

1. Recognition on the IBE platform;
2. Strategic Partner status;
3. Access to IBE business opportunities;
4. Opportunities to introduce projects;
5. International business introductions;
6. Participation in business missions;
7. Participation in investment forums;
8. B2B meeting opportunities;
9. Access to selected project-development opportunities;
10. Strategic networking opportunities;
11. Co-development opportunities;
12. Joint marketing opportunities;
13. Opportunities to participate in international delegations;
14. Access to selected technology and investment partnerships.

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8. STRATEGIC PARTNER DIRECTORY

IBE may establish an online Strategic Partner Directory.

Subject to the Partner's consent, the directory may display:

- Organisation name;
- Country;
- Industry;
- Business profile;
- Products and services;
- Areas of expertise;
- Markets served;
- Website;
- Business contact details;
- Partnership interests.

Sensitive information shall not be published without appropriate permission.

9. PROJECT INTRODUCTION

A Strategic Partner may submit business or development projects to IBE.

Each project may be assessed according to:

1. Commercial viability;
2. Legal status;
3. Market opportunity;
4. Funding requirement;
5. Technical feasibility;
6. Management capacity;
7. Potential partners;
8. Development impact;
9. Risk;
10. Available documentation.

IBE may determine whether additional project-development work is required.

10. PROJECT OWNERSHIP

Submission of a project to IBE does not automatically transfer ownership of the project to IBE.

The original project owner retains ownership of its project, business, intellectual property and underlying rights unless otherwise agreed in writing.

IBE may receive the right to facilitate, develop, present or introduce the opportunity according to the applicable agreement.

11. JOINT PROJECT DEVELOPMENT

Where IBE and a Strategic Partner jointly develop an opportunity, the parties may enter into a separate Project Development Agreement.

That agreement may specify:

- Roles;

- Responsibilities;
- Project ownership;
- Costs;
- Development fees;
- Revenue sharing;
- Success fees;
- Intellectual property;
- Investor relationships;
- Non-circumvention;
- Implementation responsibilities.

12. PROJECT DEVELOPMENT FEES

Where a Strategic Partner introduces a project requiring professional development work, IBE may charge a Project Development Fee.

The fee may be:

- Fixed;
- Milestone-based;
- Monthly;
- Project-specific;
- Or another mutually agreed structure.

The fee must be agreed in writing before substantial project-development work begins.

13. REVENUE SHARING

Where IBE and a Strategic Partner jointly create or develop a commercial opportunity, the parties may agree to share revenue.

Any revenue-sharing arrangement shall be documented in a separate written schedule.

Example

Project: ___________________________________

Revenue Source: ______________________________

IBE Share: _________ %

Strategic Partner Share: _________ %

Other Partner: _________ %

Payment Trigger: ______________________________

Payment Date: ________________________________

No revenue share shall be implied merely because a party is a member or Strategic Partner.

14. INTRODUCTION AND REFERRAL OPPORTUNITIES

Where a Strategic Partner introduces a business, investor, institution, customer or other commercial relationship to IBE, the parties may agree on an appropriate referral or facilitation arrangement.

Any payment must:

1. Be agreed in writing;
2. Clearly identify the service provided;
3. Comply with applicable laws;
4. Be disclosed where required;
5. Not represent an unlawful regulated financial activity.

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15. NON-CIRCUMVENTION

The parties agree not to intentionally circumvent one another in relation to a business opportunity introduced or materially developed through the IBE relationship for the purpose of avoiding agreed contractual obligations.

Pre-existing relationships and independently developed opportunities shall remain outside the scope of this clause.

Specific non-circumvention periods may be agreed in project-specific agreements.

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16. CONFIDENTIALITY

Each party shall protect confidential business information received through the strategic relationship.

Confidential information may include:

- Investor information;
- Business plans;
- Project information;
- Financial information;
- Commercial terms;
- Technical information;
- Customer information;
- Unpublished opportunities.

Confidential information shall only be used for legitimate purposes connected with the relationship.

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17. INTELLECTUAL PROPERTY

Each party retains ownership of its pre-existing intellectual property.

IBE branding, systems, databases, platform architecture, methodologies and materials remain the property of their respective owners.

No Strategic Partner may represent IBE's intellectual property as its own.

Project-specific intellectual property shall be governed by the applicable project agreement.

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18. USE OF BRANDING

A Strategic Partner may identify itself as:

«"Strategic Partner of International Business Exchange (IBE)"»

where written approval has been granted.

IBE may permit approved use of:

- IBE logo;
- Partner logo;
- Joint promotional material;
- Partner profile;

- Event branding.

Neither party may make misleading claims about the other party’s endorsement, ownership or financial commitments.

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19. GOVERNANCE

IBE may establish a governance structure consisting of:

International Advisory Board

Providing strategic advice and international business guidance.

Executive Leadership

Responsible for overall management and strategy.

Business Development

Responsible for business opportunities and partnerships.

Investment & Projects

Responsible for project development and investor relationships.

International Partnerships

Responsible for international expansion.

Technology & Platform

Responsible for the digital platform.

Finance & Administration

Responsible for financial and administrative matters.

Compliance & Risk

Responsible for appropriate compliance and risk management.

Strategic Partners may be invited to participate in advisory or working groups according to their expertise.

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20. STRATEGIC PARTNER COUNCIL

IBE may establish a Strategic Partner Council consisting of selected Founding and Strategic Partners.

The Council may:

1. Advise on IBE strategy;

2. Identify international markets;

3. Recommend new partners;

4. Identify major projects;

5. Support business missions;

6. Assist with international expansion;

7. Promote cross-border opportunities.

Membership of the Council does not automatically confer ownership or control over IBE.

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21. INTERNATIONAL BUSINESS MISSIONS

Strategic Partners may participate in IBE-organised:

- Business delegations;
- Investment forums;
- Trade missions;
- B2B meetings;
- Investor meetings;
- Government engagements;
- Technology missions;
- Development conferences.

Costs and responsibilities for each mission shall be agreed separately.

22. INTERNATIONAL EXPANSION

IBE may establish relationships in:

- Africa;
- Europe;
- Middle East;
- Asia;
- North America;
- South America;
- Other international markets.

Strategic Partners may assist IBE in establishing country or regional networks.

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23. COMPLIANCE

The parties shall comply with applicable laws relating to:

- Anti-bribery;

- Anti-corruption;

- Money laundering;

- Tax;

- Data protection;

- Competition;

- Import and export;

- Mining;

- Environmental matters;

- Financial regulation;

- Investment regulation.

Nothing in this Agreement authorises either party to conduct regulated activities without the required licence or authorisation.

24. NO GUARANTEE

Participation in IBE does not guarantee:

- Funding;

- Investment;

- Contracts;

- Customers;

- Grants;

- Government approval;

- Profit;

- Project success.

Each commercial transaction remains subject to independent due diligence and agreement between the relevant parties.

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25. INDEPENDENT RELATIONSHIP

Unless a separate written agreement provides otherwise, the parties remain independent organisations.

This Agreement does not automatically establish:

- A legal partnership;
- Joint venture;
- Employment;
- Agency;
- Franchise;
- Fiduciary relationship.

26. NON-EXCLUSIVITY

The Strategic Partnership is non-exclusive unless otherwise agreed in writing.

IBE may appoint other Strategic Partners.

The Strategic Partner may maintain relationships with other organisations.---

27. TERM

This Agreement shall commence on:

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and continue for:

____

unless terminated earlier.

28. TERMINATION

Either party may terminate this Agreement by giving:

_____ days' written notice.

Immediate termination may occur in cases of serious breach, unlawful conduct, fraud, misuse of confidential information or serious reputational misconduct.

Accrued payment, confidentiality, intellectual-property and applicable non-circumvention obligations shall survive termination where appropriate.

29. DISPUTE RESOLUTION

The parties shall first attempt to resolve disputes through good-faith negotiation.

Where necessary, the parties may proceed to mediation or arbitration.

The specific mechanism for an international project may be established in the relevant project agreement.

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30. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement shall be governed by the laws of the Republic of South Africa.

International projects may have separate governing-law provisions.

31. AMENDMENTS

Any amendment to this Agreement must be recorded in writing and approved by the authorised representatives of the parties.

32. ENTIRE AGREEMENT

This Agreement, together with its schedules and any project-specific agreements, constitutes the understanding between the parties concerning their Strategic Partnership.

Project-specific agreements shall govern the particular commercial opportunity where they contain additional or conflicting provisions.

SCHEDULE A — STRATEGIC PARTNER PROFILE

Organisation: ____

Country: ____

Industry: ____

Primary Expertise: _______________________________________

Markets: ____

Products / Services: ____

International Opportunities: _________________________________

Contribution to IBE: ____

SCHEDULE B — FOUNDING PARTNER CONTRIBUTION

Partner: ____

The Partner agrees to contribute:

☐ Financial resources

☐ Technology

☐ Business opportunities

☐ Investor relationships

☐ International contacts

☐ Project-development expertise

☐ Professional services

☐ Marketing

☐ Market access

☐ Institutional relationships

☐ Other: ____

Details:

SCHEDULE C — PROJECT-SPECIFIC COMMERCIAL ARRANGEMENT

Project: ____

Project Owner: ____

IBE Role: ____

Partner Role: ____

Development Fee: ______________________________________

Revenue Share: ____

Success Fee: ____

Approved Expenses: ____________________________________

Non-Circumvention Period: ______________________________

Other Terms:

SIGNATURES

FOR INTERNATIONAL BUSINESS EXCHANGE (IBE)

Name: ____

Position: ____

Signature: ____

Date: ____

FOR THE FOUNDING / STRATEGIC PARTNER

Organisation: ____

Authorised Representative: _______________________________

Position: ____

Signature: ____

Date: ____

Official Stamp, if applicable: