HOW WE PARTNER

Partnership and Profit-Sharing Outline

This outline explains how EDOKAN Africa Limited ("EDOKAN") shares value with institutions, suppliers and manufacturers, and investors. It sets out the general terms that apply to every partnership, followed by a schedule for each type of partner. Figures are left blank because they are agreed deal by deal.

Important. This document is for discussion only. It is not an offer of investment, a guarantee of income, or a binding agreement. Any partnership is only binding once a written agreement is signed by both parties. EDOKAN is not a bank, lender, insurer or export-credit agency. Partners should take their own legal and financial advice; the final agreement should be reviewed by a lawyer qualified in Ghana.

Our principles

- **Fair to both sides.** Each partner is rewarded for the value and risk they bring.
- **Clear numbers.** Revenue, costs and profit are defined in writing before work starts.
- **Open books.** Regular statements, and the right to check them.
- **No promises we cannot keep.** No guaranteed sales, funding, approvals or returns.
- **Business owners come first.** Their information is protected and used only with consent.

Part A: General terms (apply to every partnership)

1. Scope

- Each partnership is set out in a Schedule describing the project or programme, each party’s role, and the start and end dates.

2. Definitions

- **Revenue:** money actually received from the project, after VAT and other taxes collected on behalf of government.
- **Allowable costs:** direct costs agreed in advance and listed in the Schedule. Costs outside that list need written approval.
- **Net profit:** revenue minus allowable costs for the reporting period.
- **Introduced deal:** a sale or contract with a buyer, supplier or business first introduced by EDOKAN and recorded in the introduction register.

3. Reporting and payment

- The party that receives the money issues a statement every quarter (or monthly, if agreed).
- Payments are due within 30 days of each statement, in Ghana cedis unless the Schedule says otherwise.
- Each party may inspect the relevant records once a year, with reasonable notice.

4. Records and introductions

- EDOKAN keeps an introduction register, shared with the partner, so it is clear which deals are covered.

5. Confidentiality and data

- Business information, pricing and personal data are kept confidential and handled in line with Ghana’s Data Protection Act, 2012 (Act 843).
- No business owner’s details are shared without their consent.

6. Brand and publicity

- Neither party uses the other's name or logo publicly without written approval. EDOKAN only lists a partner once an agreement is signed.

7. No guarantees

- Neither party guarantees sales, funding, approvals, profit or any level of return.

8. Term and exit

- Each Schedule has a fixed term. Either party may end it with the notice period stated (for example 60 or 90 days).
- Amounts earned before the end date are still paid. Commission tails and handover duties are set out in the Schedule.

9. Disputes

- The parties first try to settle any dispute by discussion, then by mediation. If that fails, the dispute goes to arbitration in Ghana under the Alternative Dispute Resolution Act, 2010 (Act 798).

10. Governing law

- The laws of the Republic of Ghana.

Schedule 1: Institutions

Banks, development agencies, government bodies and programmes

Model: preparation fees and revenue share on joint programmes. EDOKAN finds suitable businesses, prepares them and coordinates their documents. The institution provides finance, funding, training or a programme. EDOKAN does not share in lending profit and does not act as a lender.

Term	To be agreed for each deal
Preparation fee	GHS ______ per business prepared and submitted, or ______ per cohort.
Joint programme revenue	Split ______% EDOKAN / ______% partner, after allowable costs (for example sponsored workshops or co-branded training).
Success fee (optional)	______% of programme fees, or a fixed GHS ______ per business accepted into the programme.
Allowable costs	Venue, materials, outreach, staff time (list agreed in advance).
Reporting	Quarterly statement and a short progress report on businesses prepared.
Term and notice	______ months; ______ days' notice.

Schedule 2: Suppliers and manufacturers

Equipment, vehicle and product suppliers entering or growing in Ghana

Model A: commission on introduced deals. For sales to buyers introduced by EDOKAN, the supplier pays EDOKAN a commission on the invoice value actually paid by the buyer.

Term	To be agreed for each deal
Commission rate	______% of invoice value (paid amounts only). Typical range: 3% to 10%, depending on deal size and product.
Commission period	Repeat orders from the same buyer are covered for ______ months (for example 12 to 24) after the first introduction.
Exclusions	Buyers already known to the supplier before the introduction, if shown by records.
Payment	Within 30 days of the supplier receiving payment from the buyer.

Model B: profit share on joint market-entry projects. For larger projects, such as market research followed by a launch in Ghana, EDOKAN and the supplier share the net profit of that project only.

Term	To be agreed for each deal
Profit split	______% EDOKAN / ______% supplier of project net profit.
Budget and costs	Agreed project budget; only listed costs are deducted.
Losses	Each party bears its own costs unless the Schedule says otherwise. No party guarantees profit.
Reporting	Quarterly project statement; open-book review at project end.

Schedule 3: Investors

Private, project-based participation

Model: profit participation in a specific project, up to a cap. An investor funds a defined EDOKAN project (for example an Academy programme, a Media series or the equipment readiness pilot). The investor receives an agreed share of that project's net profit until a cap is reached, after which the share reduces or ends. Investors do not receive a share of EDOKAN as a whole unless separately agreed.

Term	To be agreed for each deal
Amount and project	GHS ______ for the project described in the Schedule.
Profit share	______% of project net profit.
Cap	Share continues until the investor has received ______ times the amount invested (for example 1.5x), then reduces to ______% or ends.
Reporting	Quarterly project statement and annual review.
Risk	The investor may receive less than they invested, or nothing, if the project does not make a profit.

Note for investors. EDOKAN does not advertise investment returns to the public. Terms are agreed privately with each investor, after both sides have taken advice. Arrangements that involve raising money from the public may be regulated by the Securities and Exchange Commission, Ghana, and will only be offered in line with the law.

Next steps

- Tell us about your organisation and what you would like to achieve.
- We agree the model, the numbers and the Schedule together.
- Both parties take advice, then sign a written agreement.

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