

Abuja Office: Plot C123 Living Word, Street, Opposite Jodapal Plaza, 1st Avenue, Gwarimpa, Abuja. Lagos Office: 6 Arapasanwu Street, Off Toyin Street, Ikeja.  
Tel: 08036701702, 09025596333. www.pearlgateconsult.com

**ASSOCIATE PARTNER AGREEMENT ON ABACUS SERIES SOFTWARE OTHER SOLUTIONS**

In respect of our discussion with you, we would like to solidify a business alliance between you (Mr/Mrs/Company) ..... (Hereafter, the “Associate Partner” or “You”) and PearlGate Advisory and Consultancy Services (hereafter, PearlGate or “We”).

This is a partnership agreement with between you “Associate Partner” and PearlGate to collaborate on marketing of Abacus Series Software.

**PearlGate agrees to provide the following to Partners:**

- We promise to act with utmost good faith towards you (Associate Partner) now and always.
- As discussed and agreed with you, The payment options you (Associate Partner) choose are:
  - You are paid 20% of profit on any new school you introduce and you get it once upon payment by the client termly/sessional. (See appendix B for sample calculations).
  - You are paid 30% of net profit termly/sessional (as the school chooses to comply), for as long as they use the platform. (See appendix B for sample calculations).

To arrive at net profit 20% shall be deducted and used for hosting cost and other associated cost. (See appendix C for sample calculations).

- The commission or payment agreed in in this contract will be due for payment once the client makes payment to our company account.
- Client payment maybe per term or yearly for schools and per year for organizations. Anytime payment is made you will be eligible to this commission.
- We will pay all money into the bank account you provide to us.
- We shall provide product knowledge training to you to help you develop and improve their marketing skills.
- If a software upgrade is needed by the client, we shall intimate on our ability to upgrade or not upgrade to suit the client requirement. The upgrade maybe suggested by you or the client
- We promise to intimate you one month ahead if we desire to discontinue this Partnership agreement with proper notice (in writing) to you.

**As a Special/Agency Partner you agree to the following:**

- You promise to act with utmost good faith towards this company now and always.
- You will market, promote and distribute our software to new and old clients. You will be required to provide report and attend online meeting periodically to discuss your progress.

- You will assist in the presentations, negotiations, training and implementation of all products to fulfill and actualize this agreement.
- You are to setup the platform with the client and inform Pearlgate on the any upgrade needed by the client.
- The Associate Partner shall endeavor to take necessary steps needed to increase Pearlgate market share.
- The Associate Partner will not charge any additional fees for the Our Software without the consent of the management of Pearlgate.
- The Associate Partner will is bond by confidentially on Pearlgate secrets, marketing strategies and software source code This clause shall remain even after the termination of this contract.
- The Associate Partner is allowed to source or appoint sales individuals/agents/marketers who will market on behalf of the Associate Partner and you shall provide Pearlgate their details.
- Associate Partner shall pay the appointed sales individuals/agents/marketers their due benefits once payment is received in the Associate Partner's account without interference from Pearlgate. The main responsibility for sales individuals/agents/marketers payment or commission and management shall be that of the Associate Partner.
- Pearlgate may recognize and reward sales individuals/agents/marketers for new clients won by them if they meet certain targets. The reward shall be paid directly to the sales individuals/agents/marketers' bank account. This reward to sales individuals/agents/marketers is based solely at the discretion of Pearlgate upon report from the Associate Partner.
- You shall direct clients to make the necessary payment into Pearlgate Advisory and consultancy services bank account details provided to you. However, when cash or cheque is received by you from clients, such shall be paid within 24 hours to Pearlgate Advisory and consultancy services bank account details provided to you.
- You are solely responsible for loss or damages for any money collected from clients on behalf of Pearlgate Advisory and Consultancy Services until payment is made to our bank account.
- You promise to intimate us one month ahead if you desire to discontinue this Partnership agreement with proper notice (in writing) to Pearlgate.
- You are expect to act in utmost good faith as this agreement shall be based on utmost good faith.
- This agreement may be reviewed by both parties as the need arise.

**Principal Officer for:**

Associate/Special/Agency Partner

Name..... Signature..... Date.....

**Principal Officer for:**

Pearlgate Advisory and Consultancy Services

Name..... Signature.....Date.....

**Appendix A**



**PEARLGATE ADVISORY AND CONSULTANCY SERVICES**

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**Associate Partner's Details Form**

Passport
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Name:-----

Sex:----- Date of birth: ----- Marital status  
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Highest educational attained-----

Present Address:-----

Permanent home address:-----

Tel No:-----

Next of kin:----- Relationship-----

Address of next of kin:-----

----- Tel No:-----

Have you marketed before -----

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How did you get to know about Pearlgate Advisory?-----

**DECLARATION**

I hereby declare that the information provided above is true and correct.

Signature----- Date-----