

ATM CORPORATION SARL

AND

PIJ Co., Ltd.

COMMERCIAL PARTNERSHIP AGREEMENT

February 2023

BETWEEN:

ATM CORPORATION SARL, a limited liability company under Cameroonian law with a capital of XAF 100 000, whose head office is located in Douala, P.O. Box. 2381, registered in the Trade and Personal Property Credit Register under the number RC/DLBB/2018/B/114 and registered under the unique identifier M021812679613S, represented by its Manager, Mr. Ahmed Tchankou Mouyoukouop, duly authorized for the purposes hereof;

Hereinafter referred to as "**ATM**",

ON THE ONE HAND

AND

PIJ Co., Ltd, a private limited company incorporated under the laws of Japan, with a capital of JPY 7,000,000, having its registered office at Tokyo Japan 1550033, P.O box. 4-31-19-2D Daita Setagaya-ku, registered under the number 0109-01-043365, represented by its Chief Executive Officer, Mr. Hiroshi Nakagawa, duly authorized for the purposes hereof;

Hereinafter referred to as "**PIJ**",

ON THE OTHER HAND

Together hereinafter referred to as the "**Parties**" and individually as the "**Party**".

PREAMBLE :

- A. ATM is a company specialized in the creation and management of fruit tree plantations as well as fruit processing;
- B. PIJ is a Japanese company specialized in the provision of services and management of electronic parking lots in Japan. It plans to create avocado plantations in Cameroon, to carry out import-export activities between Cameroon and Japan as well as to provide consultancy services to Japanese and Cameroonian companies wishing to set up business in Cameroon and Japan, respectively (the "**Project**") and has informed ATM of its need for support and assistance;
- C. Therefore, the Parties have come together to establish a win-win partnership for the setting up and implementation of the Project (hereinafter referred to as the "**Partnership**");
- D. In witness whereof the Parties have negotiated and arrived at this Master Partnership Agreement (hereinafter referred to as the "**Agreement**").

IT HAS BEEN AGREED AND DETERMINED AS FOLLOWS:

ARTICLE 1 : OBJECT

The purpose of this Agreement is to define the terms and conditions for establishing a partnership between the Parties for the purpose of setting up and carrying out the Project.

ARTICLE 2: OBLIGATIONS OF THE PARTIES

2.1 Avocado Farming

The Parties agree that:

- PIJ will purchase avocado seedlings from ATM;
- ATM will lease land to PIJ free of charge for avocado cultivation;
- PIJ will provide ATM with an office free of charge and the expenses of the office will be entirely borne by PIJ;
- ATM will maintain and manage PIJ's avocado plants;
- ATM will harvest, sell and/or process the avocados and will pay the money obtained to PIJ;
- PIJ shall pay to ATM a percentage of 60% of the proceeds from the sales of avocado fruit or products derived therefrom as a management fee.
- The remaining amount shall be used by PIJ to purchase new avocado plants from ATM.

2.2 Import and export activities

The Parties agree that they shall cooperate in carrying out import and export activities between Cameroon and Japan.

The modalities for carrying out these activities as well as the distribution of benefits shall be determined on a case-by-case basis.

2.3 Consulting services to Japanese and Cameroonian companies

The Parties agree that:

- ATM will provide consulting services to Japanese companies wishing to set up in Cameroon;
- PIJ will provide consulting services to Cameroonian companies wishing to set up in Japan.

The modalities for carrying out these activities as well as the distribution of profits shall be determined on a case-by-case basis.

ARTICLE 3: DECLARATION OF FAIR BEHAVIOUR

The Parties undertake to always behave towards each other as loyal partners and in good faith and, in particular, to inform each other of any difficulty they may encounter in the performance of this Agreement.

ARTICLE 4: TERM AND TERMINATION

This Agreement shall take effect on the date of signature by the Parties, for a term of five (5) years, renewable by agreement of the Parties.

In the event of renewal, the Parties undertake to renegotiate the terms and conditions of the Partnership.

The Agreement may be terminated for failure by either Party to perform any of its essential obligations.

The aggrieved Party may notify the other Party by letter of termination after a period of thirty (30) days following a formal notice that has remained unanswered.

This right of termination is without prejudice to any claim for damages to which the Parties may be entitled.

ARTICLE 5 : FORCE MAJEURE

For the purposes of this Agreement, force majeure means an event that has occurred beyond the reasonable control of the prevented Party, and which cannot be remedied by the exercise of reasonable care (hereinafter referred to as the "**Force Majeure**")

In the event of Force Majeure, the prevented Party shall notify the other Party of said Force Majeure within seven (7) days from the day after the prevented obligation was due.

Neither Party shall be liable for delay in performance or non-performance of all or part of its obligations under this Agreement if the cause of such delay or non-performance is an Event of Force Majeure, as that term is defined in this Article.

Nevertheless, the prevented Party shall do everything in its power to limit the duration and the effects of the Force Majeure.

In the event that the Force Majeure extends beyond a period of fifteen (15) days from the day following the notification of the Force Majeure, the Parties undertake to renegotiate in good faith, within a period of one (1) month, an adaptation of the terms of this Agreement with a view to restoring the contractual balance.

If no agreement is reached, either Party may terminate this Agreement, subject to a fifteen (15) day notice period.

ARTICLE 6: CONFIDENTIALITY

Each of the Parties undertakes to treat as confidential and not to communicate to any natural or legal person the documents, facts, events, methods, technical processes, and/or any other information of which it shall have knowledge or of which it may have knowledge, directly or indirectly, on the part of the other Party, within the framework of the elaboration and execution of this Agreement.

ARTICLE 7: GOVERNING LAW - DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws and regulations in force in Cameroon.

Any disputes that may arise between the Parties concerning the interpretation and/or performance of this Agreement shall be subject to prior amicable settlement by the Parties.

In the absence of an amicable agreement within one (1) month from the day following the date of occurrence of the dispute, the Parties agree to submit their dispute to the exclusive jurisdiction of the Courts of Douala.



The date on which the dispute arises shall be the date on which one of the Parties has notified the other of the said dispute by any means in writing.



ARTICLE 8: TAXES AND REGISTRATIONS

The Parties agree that all taxes, duties and fees, including registration and stamp duties, relating to this Agreement shall be divided equally between the Parties.

Done in two (2) original copies, one (1) of which has been delivered to each Party.

Douala, on February 27, 2023



ATM Corporation SARL
Represented by Ahmed Tchankou
Manager



PIJ Co., Ltd
Represented by par Hiroshi Nakagawa
Chief Executive Officer

(*) Preceded by the words "read and approved".