

**THIS STRATEGIC PARTNERSHIP AGREEMENT** is entered into and executed on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ and is effective as at the date hereof (the “**Effective Date**”), by and between:

**HD FACULTY INC.** (“**HD Faculty™**”), a Canadian Federally incorporated entity with its registered office at address at 20 Bay Street, 11<sup>th</sup> Floor, Toronto, Ontario, M5J 2N8, Canada

(hereinafter called “**HD Faculty™**”)

- and -

\_\_\_\_\_, being a company that is formed under the laws of \_\_\_\_\_ and it exist by virtue of \_\_\_\_\_

(hereinafter called “**Servicer**”)

#### **Recitals**

- (a) **WHEREAS** the presiding directors and management of HD Faculty™ are required to address the objects and compliance issues set out in its charter, in a timely, prudent, and transparent manner as well as to establish, design, construct, acquire, own, manage, operate, and maintain, or, in whole or in part, arrange for the management, operation, and maintenance of a series of faculties;
- (b) **AND WHEREAS** the Servicer is ready, willing, and able to provide the below cited services to eligible clients of HD Faculty™:

- (c) **AND WHEREAS** Servicer is capable of providing their services within these territories:

\_\_\_\_\_;

- (d) **AND WHEREAS** both HD Faculty™ and Servicer (collectively “the Parties”) have, mutually expressed their respective interest to enter into this agreement with the aim to co-operate in providing the required services in a timely, prudent, and professional manner to respective client in, and through Infrabanx Agency of the host country or its Sector Sponsor;
- (e) **AND WHEREAS** the Parties are authorizing their authorized representative/(s) to execute this agreement and other relevant documents that are required from time to time.

**NOW THEREFOR[E], the Parties hereto agree as follows:**

#### **ARTICLE 1 - Purpose**

- 1.1 **Prime.** The prime purpose of this strategic agreement is to bring to fruition the respective client’s project(s) and to appoint Servicer as the prime service provider and implementation partner with respect to \_\_\_\_\_.
- 1.2 **The Wrap.** It is understood and agreed that the strategic partnership wrap offers HD Faculty™ and its affiliated entities the opportunities to enter new markets and develop new products more quickly and at lower capital cost; and that this strategic partnership pools, exchanges and integrates specific business resources for mutual gain, while remaining separate and distinct businesses. Thus, the object of this alliance is to permit HD Faculty™ to accelerate its business activities, develop new businesses, reduce risks and resources whilst providing its services, shorten lead time, access new markets, facilitate standardisation, and build credibility within the host country.

**ARTICLE 2 - Scope of Work and Expectation**

**2.1 HD Faculty™'s Objectives and Expectations:** It is understood and agreed that the below cited items (2.1(a) to (i)) are HD Faculty™'s minimum expectations concerning its objectives, and as such Servicer will:

- (a) respect and contribute to the legitimate and ethical objectives of HD Faculty™ and to help HD Faculty™ move to where it needs to be in the future;
- (b) provide HD Faculty™ with the requisite skills, knowledge, abilities, and right attitude deemed necessary to create opportunities for achieving the desired organizational and societal results;
- (c) assist HD Faculty™ in the generation of new and valid knowledge that will lead to the attainment of results that meet the set performance criteria demanded by HD Faculty™ and society;
- (d) demonstrate to have the ability to acquire the necessary knowledge through systematic research methods without jeopardizing the success of the respective client, or society, and produce the results required by the client;
- (e) define, justify empirically, and achieve useful results that can be aligned with HD Faculty™'s mission, objective, and positive contributions to society;
- (f) measure its performance based on results, not on procedures performed for the client;
- (g) set clear systematic processes that will be followed in respect to the expected outcomes;
- (h) add true value by serving the clients with integrity, competence and objectivity pertaining to human performance and technology; and
- (i) prevent predicted problems from occurring, not wasting time solving them after they could have been avoided.

**2.2 Legalized Practice Principle** It is understood and agreed that the Parties shall make use of and promote legalized practices in performance strategies and standards:

- (a) employ activities, methods, and procedures that have positive value and worth;
- (b) clarify goals and desired accomplishments through the making of decisions based on facts;
- (c) detect and analyze opportunities that improve human performance and enhancement of technologies;
- (d) promote good performance practices by utilizing positive reinforcement;
- (e) conduct research required to having adequate knowledge of new technologies beneficial to HD Faculty™ and its clients;
- (f) commit to the implementation of socially responsive practices that make a positive fiscal impact on HD Faculty™; and
- (g) objectively evaluate the impact of impediment.

**2.3 Collaboration.** It is understood and agreed that Servicer will work collaboratively with HD Faculty™, its successor or assign as well with its clients, functioning as a trustworthy strategic partner. The object is to:

- (a) integrate HD Faculty™'s specified and unspecified needs, constraints, and concerns when devising a solution;
- (b) meet the interests of all participants that are involved in a given project or process in order to achieve a win-win result;
- (c) anticipate the client's issues, and having done so, demonstrate empathy for their concerns and respective issues; and
- (d) co-operate fully with a client's reasonable request to collaborate with others.

- 2.4 **Continuous Improvement.** It is understood and agreed that Servicer will continually improve its proficiency in the field of human and technology performance as well as regularly undertake to:
- (a) evaluate its workforce skills and knowledge of performance improvement on a regular basis;
  - (b) investigate new concepts, methods, strategies, tools, and technologies that may be beneficial to HD Faculty™ or its clients;
  - (c) respect the intellectual property of others, by not employing proprietary information or methodologies without prior written consent of the rightful owner thereof; and
  - (d) refrain from disclosing confidential information without prior written approval and appropriate authority.
- 2.5 **Season Professional.** It is understood and agreed that Servicer will ensure that a team of seasoned professionals are in place at Servicer dedicated to HD Faculty™ that are mandated with the responsibility of creating, documenting, developing, deploying, installing, debugging, and implementing procedures used to identify, create, assemble, process, test produce and/or construct the products and operating systems as well as:
- (a) improving the overall processes;
  - (b) process development;
  - (c) scheduling and provisioning;
  - (d) creating process and procedures documentation;
  - (e) product assembly and production processing;
  - (f) challenge solving, and,
  - (g) program management;
- 2.6 **Ethical Conduct.** It is understood and agreed that Servicer will take the necessary steps to ensure that the personnel that are assigned to HD Faculty™ with respect to a given project will:
- (a) make genuine recommendations that one believes will meet the needs of the client, instead of simply agreeing with a client's self-assessment of itself;
  - (b) decline a job if one does not have the expertise the respective client is requesting;
  - (c) refrain from being selective or skewing data to make one's recommendation look better;
  - (d) not promise results that one cannot achieve within the prescribed timeframe;
  - (e) even in the face of resistance, use and promote the internationally accepted standards and guiding principles;
  - (f) avoid territorial battles;
  - (g) listen objectively to a counterpart's concerns, constraints, issues, restrictions, and so forth;
  - (h) never knowingly beguile, mislead, misrepresent, misappropriate, or fabricate lies to the client;
  - (i) refrain from making recommendations pertaining to a given solution that one is not able to implement for oneself;
  - (j) take full responsibility for the result of one's work, irrespective of the result, never blame another;
  - (k) never advertise the attainment of results that cannot be clearly and concisely linked to one's work; and
  - (l) the research team shall continuously conduct research, namely, read journals, irrespective of the field of interest, concerning management; performance improvement, and educational research; attend conferences and professional meetings; train, and consult with credible colleagues in the field.

2.7 **Engagement.** Where Servicer is engaged, it is agreed that Servicer will initiate and implement projects and other mutually agreed upon transactions with the co-operation of the Client(s). Furthermore, it is understood and agreed that HD Faculty™'s objective in respect to this strategic partnership is to exploit and maximise Servicer's core competencies to the fullest, by partnering and improving expertise in the areas where Servicer will:

- (a) undertake and provide the required products and/or services specified in the **Statement of Work**;
- (b) contribute to the presentment and implementation preparation of HD Faculty™'s products and/or services, including, but not limited to the facilitation of system integration, distribution, instalment, deployment, maintenance and after-sale services of dedicated equipment, software, and operating materials; and
- (c) expand the availability of HD Faculty™'s products and services.

Under the provisions of this agreement, where the need arises, from time to time, during the term of this agreement, Servicer will market and sell HD Faculty™'s products and/or services exclusively to Infranx Agency, and may be granted rights to develop derivative products from HD Faculty™'s products and services to be made available exclusively to Infranx Agency.

2.8 **Other Co-operation, Assistance and Advice** Subject always to the provisions of this Agreement, HD Faculty™ may provide or procure the provision to Servicer such other co-operation, assistance and advice as the Parties may agree from time to time during the term of this agreement. For further clarity, unless otherwise specified, the expression "other co-operation, assistance and advice" refer to the principal responsibilities and duties, which include, but limited to the following:

- (a) the provision of business, technical, and personnel management for individual projects, such as engineering studies, computer applications, and systems development;
- (b) the provision of guidance to project team and management in directing development of new applications and formulating contingency plans in areas such as schedule revisions, manpower adjustments, fund allocations, and work requirements;
- (c) the provision of initial support and participation in negotiations with perspective clients;
- (d) where applicable, the preparation of plans, directions, and co-ordination of the acquisition and development of new business, this includes the operational account stage; and
- (e) analyzes effects of project upon various operating and support areas, such as information processing/data centres, assembly, and manufacturing, to determine the most practical and cost-effective method to obtain the required resources.

#### **ARTICLE 3 - Ordering**

3.1. **General.** Without limiting the generality and the expressed purpose of this Agreement, where the need arises, on a case-by-case basis, HD Faculty™ may place orders under this Agreement; however, neither HD Faculty™ nor its affiliated companies are under any obligation to place any orders under this agreement. This Agreement is not a requirement contract and provides for no minimum or maximum quantities to be ordered. All Orders placed hereunder shall make reference to the above-noted Agreement number and an Order number to be identified by HD Faculty™.

3.2. **Written Notice.** In the event Servicer is unable or unwilling to provide and/or supply the Products or Services as required by a Statement of Work, as defined in the Master Service Agreement or Engineering Procurement Contract ("EPC") of which this Agreement forms a part, a written notice may be invoked by HD Faculty™ in writing, in accordance with the set terms and conditions of the respective agreement. Thus, HD Faculty™ will notify Servicer that it considers that a Triggering Event has occurred.

3.3. **Operation** Notwithstanding Article 3.1, above, upon the occurrence of a triggering event, the following rights and obligations as between the Parties hereto shall immediately arise:

- (a) **Orders.** Subject to Article 3.3(b), below, in a mutually agreed upon **Statement of Work** with respect to a given infrastructure project pertaining to the ultimate client(s) that is/are undertaking of a project, the Infrabanx Agency of the host country may initiate orders via facsimile, e-mail, iConscribe™ or Shariah.Biz® System,
  - (i) once Servicer has acknowledged receipt thereof, it shall accept or reject any such orders within fifteen (15) business days of Servicer's receipt of the order.
  - (ii) subject to acceptance of an Infrabanx Agency order delivery date, the respective Infrabanx Agency shall provide their orders.
  - (iii) in the event Servicers fails to accept or reject the order, pursuant to Article 3.3(a)(i), above, the Infrabanx Agency in such period, the order shall be deemed accepted.
  - (iv) if an order is deemed accepted due to Servicer's failure to affirmatively accept or reject it, then Infrabanx Agency or the respective shall confirm the accepted order(s) that have been deemed accepted in writing within two (2) weeks of acceptance.
- (b) In no event will any additional terms and conditions on an order, confirmation, or other documentation be effective unless expressly accepted by each Party in a duly signed **Statement of Work**, which shall be project specific without compromising the set terms and conditions of the Agreement executed between Servicer and Infrabanx Agency or the Project Sponsor.

#### ARTICLE 4 - Cost, Fees, and Other Payments

4.1 **Costs.** In consideration of the rights granted by HD Faculty™ under this Agreement, HD Faculty™ or its successor hereby agrees to pay to Servicer the specified price for the Products and/or Service, delivered, and deployed under the terms and in the fulfilment of the conditions of the Statement of Work.

#### ARTICLE 5 - Shares Purchase Option

- 5.1 Subject to the relevant shareholders' approval, in line with the wishes of the presiding shareholders, and in the manner that will be set out in a separate agreement (the Share Purchase Agreement), HD Faculty™ will have an option to participate in the shareholding of Servicer, whereby a minimum of twenty percent (20%) of the then outstanding and issued shares of Servicer may be subscribed by HD Faculty™ pursuant to the provisions of the Share Purchase Agreement.
- 5.2 Such option shall be exercised by HD Faculty™ or its nominee when deem fit and proper by the Parties.

#### ARTICLE 6 - Warranties

- 6.1 Each of HD Faculty™ and Servicer warrants that the execution and performance of this Agreement does not and will not violate or conflict with any law, regulation, ruling, administrative or judicial decision or policy of, respectively, the Government of Canada or any department, agency, instrumentality, or authority thereof.
- 6.2 Each of the warranties contained in this article, namely, Article 6 are true on the Effective Date, and shall remain valid and in full force effect throughout the term of this Agreement.

#### ARTICLE 7 - Confidentiality

- 7.1 Each Party agrees and undertakes that any and all information received by a Party in connection with this Agreement which is derived from another party (however acquired and in whatever form) shall be treated by it as confidential and it shall not disclose all or any part of it to any third party or otherwise seek to exploit all or any part of it without the prior written consent of the Party concerned.
- 7.2 **Provided** that Article 7 shall not apply to information, which is (a) in or at any time comes into the public domain through no fault of such party, or (b) required to be furnished to any government or public authority pursuant to any law or judicial order applicable to either Party or shareholder thereof.

- 7.3 **Copyrights.** Servicer agrees that HD Faculty™ shall determine the disposition of the title to and the rights under any copyright secured by HD Faculty™ or its nominee. Servicer agrees that it will not knowingly include any copyrighted material, furnished, or delivered without the express written consent of HD Faculty™, and will report in writing or cause to be reported to HD Faculty™ immediately, and in reasonable detail any infringement by Servicer with respect to any Copyrighted material.
- 7.4 **Drawings, designs, specifications.** Servicer must ensure that all drawings, sketches, designs data, specifications, notebooks, technical and/or any scientific datum or data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, moreover as all copies of the foregoing, relating to the work performed within the form or any part thereof, will be subject to the inspection of HD Faculty™ at all reasonable times; furthermore Servicer should make sure that these are the exclusive properties of HD Faculty™, Servicer must return to HD Faculty™ upon the completion of his/her duties, review, termination, and/or breach all documents, received by Servicer or its nominee.

#### ARTICLE 8 - Force Majeure

- 8.1 **Any obligation** of a Party herein shall be suspended to the extent and for the period that performance thereof is prevented by any cause beyond its reasonable control, including but not limited to, acts of God, laws, regulations, orders or proclamations of any governmental entities, judgments or orders of any court of law, act of war whether declared or undeclared, riot, civil strife, labour dispute, explosions, fires, earthquakes, volcanic eruption or other natural calamities. The affected Party shall promptly give notice to the Party of the suspension of performance, stating therein the nature of the suspension, the reasons therefore and the expected duration thereof. The affected Party shall take reasonable measures to eliminate or ameliorate the events and resume performance as soon as reasonably possible.

#### ARTICLE 9 - Term and Termination

- 9.1 This Agreement shall take effect as of the Effective Date and, unless terminated earlier as elsewhere provided herein or renewed by mutual consent of the Parties, shall expire after a period of three (3) years from the Effective Date.
- 9.2 This Agreement may be terminated by either Party without notice and without penalty if the other party shall have ceased business, or be adjudged bankrupt or insolvent under the laws of its jurisdiction of incorporation or has made in assignment for the benefit of creditor, or, an appropriate, filed a petition for in bankrupt by or for the reorganisation status of the other Party.
- 9.3 Notwithstanding anything else in this Article 9, either Party may elect any time to withdraw from this Agreement without penalty for any reason whatsoever by giving three (3) months prior written notice to the other and in that event this Agreement shall terminate at the end of the three (3) months period.
- 9.4 Upon termination of this Agreement, then without prejudice to any other rights or remedies, the Parties agree that all the rights granted and obligations undertaken herein shall terminate forthwith except the obligations of confidentiality imposed on both Parties hereto.
- 9.5 Upon termination of this Agreement at any time and for any reason, no Party shall be liable to any other for compensation, reimbursement or damages of any kind or character whatsoever, whether on account of the loss of Servicer or HD Faculty™ of present or prospective profits or anticipated sales or expenditures, investment or commitments made in connection therewith on in connection with the establishment, development, or maintenance of Servicer's business or on account of any cause whatsoever.

**ARTICLE 10 - Miscellaneous**

- 10.1 Any notice, offer, request, payment, demand or other communications (“Notice”) to be made or given by one Party to another hereunder shall (unless otherwise provided in this Agreement) be in writing and may be delivered by hand or special courier, or given by facsimile transmission or by telex to the address, facsimile or telex number as may have been previously notified to the Party making or giving the Notice to the contact co-ordinates of the Parties as provided.
- Any such Notice shall be deemed to be made or given:
- (i) when delivered (in the case of a Notice delivered by hand or by special courier);
  - (ii) on the appropriate answer back being received by the sender at the end of transmission (in the case of a Notice made by telex), or
  - (iii) on receipt by the sender of a transmission control report from the dispatching machine stating the relevant number of pages, the correct destination facsimile machine number and the result of the transmission as “OK” (in the case of a Notice made by facsimile transmission).
- 10.2 No amendments to this Agreement shall be valid and binding on the Parties unless in writing and duly signed by each of the Parties.
- 10.3 Governing laws – This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement are governed exclusively by, and are to be enforced, construed and interpreted exclusively in accordance with the laws of Ontario and the laws of Canada applicable in Ontario, which will be deemed to be the proper laws of this Agreement.
- 10.4 Each of the Parties agree that it shall from time to time take such actions and execute such additional instruments as may be reasonably necessary to implement and carry out intent and purposes of this Agreement.
- 10.5 Nothing contained in this Agreement shall be construed to deem or constitute a joint venture to exist between the Parties and neither Party shall have any ostensible or actual authority or power to act on behalf of the other Party, in any way or for any purpose nor shall either Party at any time give impression that it has any such authority or power.
- 10.6 This Agreement may not be assigned in whole or in part by either party without the prior consent in writing from the other Party.
- 10.7 An arbitrator, administrative board or other proceeding of competent jurisdiction deciding that a section, provision, term, or part of this Agreement is illegal, unenforceable, in conflict with any law or contrary to public policy, shall not affect the validity of remaining sections, provisions, terms, and parts of this Agreement. In such event the Parties hereto shall, by amendment of this Agreement, properly replace such provision by a reasonable new provision or provisions, which, as far as legally possible, shall approximate what the Parties intended, by such original provision and the purpose thereof.
- 10.8 In this Agreement, the singular includes the plural and the masculine includes the feminine and neuter and vice versa unless the context otherwise requires.
- 10.9 The capitalized headings in this Agreement are only for convenience of reference and do not form part of or affect the interpretation of this Agreement.
- 10.10 If any provisions of this Agreement shall be deemed prohibited by, or adjudged by a court to be unlawful void or unenforceable, such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.

**ARTICLE 11 - Entirety**

This Agreement contains all of the agreements, representations, and understandings of the Parties hereto and supersedes any and all previous understandings, commitments, or agreements, oral or written, related to the purchase and delivery of the products and services governed by this Agreement.

**ARTICLE 12 - Language**

The official language of this Agreement is English.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers or representatives as of the date first above.

**HD FACULTY INC.** \_\_\_\_\_

\_\_\_\_\_  
NAME  
Title  
I have the authority to bind the Corporation

\_\_\_\_\_  
NAME  
Title  
I have the authority to bind the Corporation

**Witness:**  
\_\_\_\_\_  
Name:

**Witness:**  
\_\_\_\_\_  
Name: