



EXCLUSIVE LICENSE AGREEMENT

AGREEMENT made as of 2026, by and between:

SISIWE AFRICA, a business duly registered under the laws of Kenya (hereinafter referred to as the "**Licensor**"),

AND

[**LICENSEE FULL LEGAL NAME**], [Designation of the Licensee] and [Entity Type of the Licensee], a duly registered/organised under the laws of [Licensee's Country], with its principal place of business at [Licensee's Country] (hereinafter referred to as the "**Licensee**").

WHEREAS, Licensor has developed and owns certain proprietary intellectual property, systems, and methodologies known as the "**Exclusive Logistics Framework**" (the "**Framework**", the "**Model**"), as more fully described in Schedule A; and

WHEREAS, Licensee desires to obtain from Licensor, and Licensor is willing to grant, an exclusive license to utilise the Framework within a specified geographic territory, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. DEFINITIONS

1.1. "**Framework**" shall mean the proprietary operational model, methodologies, business processes, documentation, forms, templates, and implementation guidance known as the "Exclusive Logistics Framework," as detailed in Schedule A and as described and defined in the "Framework", "Manual" provided, including any Updates provided by Licensor during the Term.

1.2. "**Territory**" shall mean the exclusive geographic region defined in Schedule B (e.g., "Kenya, South Africa"). The exclusivity is limited to the operation of the Framework as described herein.

1.3. "**Effective Date**" shall be the date full payment of the Initial License Fee is received and cleared by Licensor.



1.4. "**Term**" shall mean the period commencing on the Effective Date and continuing in perpetuity, subject to termination for cause or non-payment of the Annual Renewal Fee as specified in Clause 9.

1.5. "**Initial License Fee**" shall mean the one-time, upfront fee paid by Licensee for the exclusive grant of rights hereunder.

1.6. "**Annual Renewal Fee**" shall mean the fee payable by Licensee on each anniversary of the Effective Date to maintain the license in good standing and receive Support.

1.7. "**Sublicense**" shall mean a license granted by Licensee to a third party (a "Sublicensee") to operate the Framework within a defined, non-exclusive sub-territory of the Territory.

1.8. "**Update**" shall mean any material amendment, improvement, or new version of the Framework documentation provided by Licensor to all Licensees in good standing.

1.9. "**Support**" shall mean the provision of Updates and access to the Licensee Resource Portal as described in Clause 6.

2. GRANT OF LICENSE

2.1. **Exclusive License.** Subject to the terms of this Agreement, Licensor hereby grants to Licensee, and Licensee accepts, an **exclusive, perpetual, non-transferable (except as per Clause 11) license** to use, implement, market, and operate the Framework within the Territory.

2.2. **Sublicensing Right.** The license granted includes the exclusive right for Licensee to grant **Sublicenses** within the Territory. Licensee shall have **sole discretion** to determine the fees, terms, and conditions of any Sublicense agreement, provided such agreements do not conflict with or diminish the rights of Licensor under this Agreement. Licensor's sole financial interest in any Sublicense is the continued payment of the Annual Renewal Fee by the Licensee.

2.3. **Reservation of Rights.** Licensor reserves all rights not expressly granted herein. This Agreement does not transfer ownership of the Framework, its intellectual property, or any associated trademarks. The Licensee's rights are limited to those of a licensee.

3. LICENSE FEES & PAYMENT



3.1. **Initial License Fee.** Licensee shall pay the Initial License Fee of/as [**determined on a case-by-case basis, indicated in the checkout section**] in USD as the standard currency upon execution of this Agreement. No rights are granted until this fee is paid in full.

3.2. **Annual Renewal Fee.** To maintain this license in good standing and receive Support and Updates, Licensee shall pay the Annual Renewal Fee of/as [**determined on a case-by-case basis indicated in the checkout section**] in USD as the standard currency on each anniversary of the Effective Date. The first Annual Renewal Fee is due one year from the Effective Date.

3.3. **Payment Terms.** All fees are non-refundable. Invoices for the Annual Renewal Fee will be issued 30 days prior to the due date. Payment is due within 30 days of the invoice date. Payments shall be made via wire transfer or other method agreed upon by the parties.

3.4. **Consequences of Non-Payment.** Failure to pay the Annual Renewal Fee within 60 days of the due date shall constitute a material breach of this Agreement. The license will automatically convert to a **non-exclusive, non-sublicensable, perpetual license** for the Territory, and Licensee will forfeit all rights to Support, Updates, and the grant of exclusivity and sublicensing under Clause 2.

4. OBLIGATIONS OF THE LICENSEE

4.1. **Implementation.** Licensee shall use commercially reasonable efforts to develop, launch, and operate the Framework within the Territory.

4.2. **Compliance with Law.** Licensee shall, at their own expense, comply with all applicable national, state, and local laws, regulations, and industry standards in the operation of the Framework within the Territory.

4.3. **Quality Standards.** Licensee shall operate the Framework in a professional manner and maintain quality standards consistent with the principles outlined in the Framework documentation.

4.4. **Records & Reporting.** Licensee shall maintain accurate records of its operations and, upon reasonable request (not more than once annually), provide Licensor with a high-level summary of activities to assist Licensor in improving the Framework globally.



5. OBLIGATIONS OF THE LICENSOR

5.1. **Delivery of Framework.** Upon receipt of the Initial License Fee, Licensor shall deliver the current version of the Framework documentation to Licensee in digital format.

5.2. **Support.** During the Term and while the Licensee is in good standing (i.e., current on Annual Renewal Fees), Licensor shall provide Support as defined in Clause 1.9 and Clause 6.

5.3. **Protection of Exclusivity.** Licensor covenants not to grant any other license for the Framework within the Territory during the Term of this Agreement, nor to operate the Framework itself within the Territory.

6. SUPPORT AND UPDATES

6.1. **Licensee Resource Portal.** Licensor will provide Licensee with access to a private online portal containing the Framework documentation, downloadable templates, and a forum for communication with other global licensees.

6.2. **Framework Updates.** Licensor will provide all Licensees in good standing with any Updates to the Framework documentation developed during the Term.

6.3. **Consultative Support.** Licensor shall make available consultative support or a scheduled video/call to answer questions related to Framework implementation. Additional support may be available at a separately agreed rate.

6.4. **No Development Obligation.** Licensor is not obligated under this Agreement to develop any software, mobile application, or custom technology platform for the Licensee. The Framework is an operational blueprint.

7. INTELLECTUAL PROPERTY

7.1. **Ownership.** Licensor is and shall remain the sole and exclusive owner of all worldwide right, title, and interest in and to the Framework, including all related intellectual property rights. Licensee does not acquire any ownership rights.



7.2. **Licensee Improvements.** Any modifications, improvements, or derivative works of the Framework created solely by Licensee ("Licensee Improvements") shall be owned by Licensee. Licensee hereby grants Licensor a **royalty-free, perpetual, non-exclusive license** to use, reproduce, and incorporate any such Licensee Improvements into the Framework for distribution to other licensees, provided such distribution does not reveal Licensee's confidential business information.

7.3. **Prohibited Acts.** Licensee shall not: (i) reverse engineer, decompile, or disassemble the Framework; (ii) remove any proprietary notices; or (iii) register any trademarks, domain names, or social media handles that are confusingly similar to those of Licensor.

8. CONFIDENTIALITY

8.1. **Definition.** "Confidential Information" means all non-public information disclosed by either party, including the terms of this Agreement, the Framework documentation, business plans, and financial information.

8.2. **Obligation.** Each party agrees to hold the other's Confidential Information in strict confidence, using at least the same degree of care it uses to protect its own confidential information, and not to disclose it to any third party except as expressly permitted herein or as required by law.

9. TERM AND TERMINATION

9.1. **Term.** This Agreement commences on the Effective Date and continues in perpetuity, subject to termination as below.

9.2. **Termination for Cause.** Either party may terminate this Agreement upon 60 days' written notice if the other party materially breaches this Agreement and fails to cure such breach within the 60-day notice period.

9.3. **Termination for Non-Payment.** Licensor may terminate this Agreement immediately upon written notice if Licensee fails to pay the Annual Renewal Fee as specified in Clause 3.4.

9.4. **Effect of Termination.** Upon termination for cause by Licensor or for non-payment:



* All rights granted to Licensee hereunder shall immediately cease.

* Licensee shall cease all use of the Framework and return or destroy all Confidential Information.

* The non-compete clause in 9.5 shall take effect.

9.5. Post-Termination Non-Compete. For a period of **twelve (16) months** following termination of this Agreement by Licensor for cause, Licensee shall not, within the Territory, operate or be involved in any business that utilises a logistics model substantially similar to the core operational principles of the Framework, the systematic coordination of items via a digital platform.

10. LIMITATION OF LIABILITY & DISCLAIMER

10.1. Disclaimer of Warranties. THE FRAMEWORK IS PROVIDED "AS IS." LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE FRAMEWORK WILL MEET LICENSEE'S REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE.

10.2. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. LICENSOR'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY LICENSEE TO LICENSOR IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. MISCELLANEOUS

11.1. Governing Law & Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of **Kenya**. Any dispute arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the **Nairobi Centre for**



International Arbitration (NCIA) by one arbitrator appointed in accordance with said Rules. The seat of arbitration shall be Nairobi, Kenya. The language shall be English.

11.2. **Assignment.** Licensee may not assign this Agreement without the prior written consent of Licensor, except in connection with a sale of substantially all of Licensee's assets or equity. Licensor may assign this Agreement in connection with a merger or sale of all or substantially all of its assets.

11.3. **Entire Agreement.** This Agreement, including its Schedules, constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior discussions and agreements.

11.4. **Notices.** All notices shall be in writing and sent via email with confirmed receipt to the addresses specified in the signature block below.

SCHEDULE A: DESCRIPTION OF THE FRAMEWORK

The "Exclusive Logistics Framework" consists of the proprietary operational system and documentation, including but not limited to:

1. The Master Framework Manual ("Executive Summary - The Exclusive Logistics Framework Model").
2. Operational Workflow Diagrams and Process Maps.
3. User Role Definitions.
4. Digital and Physical Form Templates (Booking, Verification, etc.).
5. Implementation Roadmap and Key Performance Indicator (KPI) Guidelines.
6. Marketing and Recruitment Strategy Overview.
7. Financial Modelling Templates and Revenue Calculators.

SCHEDULE B: DEFINED TERRITORY

Territory: [e.g., Kenya, South Africa]



Exclusivity Scope: The exclusive right to operate the Exclusive Logistics Framework model across all industries and for all delivery types within the geographic boundaries of the above territory.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date of purchase.

LICENSOR: SISIWE AFRICA

By: _____

Name: Isaac Sankale T.

Title: Founder

Email: info@sankale.co.ke

LICENSEE: [LICENSEE LEGAL NAME]

By: _____

Name: _____

Title: _____

Email: _____

This Sub-Licensing Clause is part of the SISIWE AFRICA Licensing Terms and Conditions Agreement and is enforceable upon license purchase.