PARTNERSHIP AND TRAINING SERVICES AGREEMENT

Between

Attractive Agency SARL, a private limited liability company (société à responsabilité limitée)

and

Catholic Project Fund, a Washington nonprofit corporation

Governing the African Agricultural AI & Drone Initiative (AAADI)

Execution Date: July 2026 **Effective Date:** Upon delivery of Sponsor's Board Ratification Notice — see Section 30.1 **Agreement Reference:** AAS-CPF-AAADI-2026-001 **Total Committed Program Funding:** USD $150,000,000.00 **Mobilization Advance:** USD $15,000,000.00 (10% of Total Committed Program Funding), allocated to fund the Pilot Phase, payable upon Fundraising Completion — see Sections 8.3–8.4, 10.1

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Parties

This Partnership and Training Services Agreement (this "**Agreement**") is entered into as of the Effective Date set forth above, by and between:

Attractive Agency SARL, a private limited liability company (société à responsabilité limitée) organized and existing under the OHADA Uniform Act on Commercial Companies and Economic Interest Groups as adopted in the Democratic Republic of the Congo, registered with the Registre du Commerce et du Crédit Mobilier ("**RCCM**") under RCCM No. 25-B-03227 (Kinshasa), with its principal place of business at 28, Isiro Avenue, Kinshasa-Gombe, Belgian Embassy Building, Kinshasa, Democratic Republic of the Congo, telephone +243 896 656 905 / +243 848 953 906, email contact@attractiveagency.com ("**Partner**" or "**Attractive Agency**"), represented by its authorized representative;

and

Catholic Project Fund, a nonprofit corporation organized under the laws of the State of Washington and recognized as tax-exempt under Section 501(c)(3) of the U.S. Internal Revenue Code, Washington UBI 606 213 835, IRS EIN 42-1936313, with its principal place of business at 9227 24th Ct SE, Suite 7, Lacey, Washington 98513 ("**Sponsor**" or "**CPF**").

Partner and Sponsor are each referred to individually as a "**Party**" and collectively as the "**Parties**."

Recitals

WHEREAS, Sponsor is the sponsoring organization of the African Agricultural AI & Drone Initiative ("**AAADI**"), a twenty-four-month, two-wave program intended to provide 5,000,000 smallholder farmers across eight priority countries of Africa with a complete precision-agriculture package — hardware, connectivity, artificial intelligence advisory, drone services, payments infrastructure, farm-management and marketplace software, visualization intelligence, and structured agricultural and AI literacy training;

WHEREAS, Partner is a coalition-building and capacity-development organization operating across Africa, and through its managed entity, AEF University, is in the business of designing and delivering farmer training curricula, education programs, and on-the-ground program management services;

WHEREAS, Sponsor desires to engage Partner to deliver the farmer-facing training, education, and on-the-ground program management component of AAADI across all eight AAADI countries, and Partner desires to provide the same, in each case on the terms and conditions set forth in this Agreement;

WHEREAS, the Parties intend that this Agreement shall serve as the framework agreement governing the training and program-management relationship between the Parties in connection with AAADI, including the funding to be provided by Sponsor to Partner as described in Article 8;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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1. Definitions

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below. Other capitalized terms are defined in the section in which they first appear.

1.1 "AAADI" means the African Agricultural AI & Drone Initiative, the program of Sponsor described in the Recitals and in Article 3.

1.2 "AEF University" means the training, education, and program-management entity managed by Partner and described in Article 7, through which Partner performs its obligations under this Agreement.

1.3 "Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, where "control" means ownership of more than fifty percent (50%) of the voting equity interests of an entity or the power to direct the management and policies of an entity.

1.4 "Board Ratification Notice" means Sponsor's written confirmation, described in Section 30.1, that the Catholic Project Fund Board of Directors has formally ratified this Agreement.

1.5 "Country Cohort" means the sponsored farmers of a given AAADI country, as set forth in the payment schedule at Exhibit B.

1.6 "Course Completion" means a Sponsored Farmer's successful completion of all four Training Modules described in Article 11, evidenced by the applicable module certifications.

1.7 “Deliverables” means the training curricula, educational materials, program-management reports, and other work product Partner is required to deliver to Sponsor under this Agreement or an applicable Statement of Services.

1.8 “Effective Date” means the date of the Board Ratification Notice described in Section 30.1 and 30.2, notwithstanding the earlier date of the Parties’ execution of this Agreement.

1.9 “Farmer Data” has the meaning set forth in Article 18.

1.10 “Fundraising Closing Date” means the date designated by Sponsor as the close of its fundraising campaign for the Training & Curriculum allocation, as described in Section 8.3.

1.11 “Fundraising Completion” means the earlier of full fundraising of the Total Committed Program Funding or the Fundraising Closing Date, as described in Section 8.3.

1.12 “Funding Confirmation Notice” means Sponsor’s written confirmation, described in Section 8.6, that funds equal to the Committed Funding for a given Wave have been secured and are available for disbursement.

1.13 “Implementation Budget” means the operational cost budget described in Section 8.5 and Exhibit D.

1.14 “Mobilization Advance” means the $15,000,000.00 advance payment described in Section 8.4, allocated to fund the Pilot Phase and payable within thirty (30) days after Fundraising Completion.

1.15 “Per-Farmer Training Fee” means the fee of **$30.00 USD per Sponsored Farmer**, as set forth in Article 8.

1.16 “Pilot Phase” means the initial, limited-scope launch in Kenya described in Section 10.1, preceding full Wave 1 mobilization.

1.17 “Program Management Office” or “**PMO**” means AAADI’s central program-management team, described in Article 12, with which Partner shall coordinate.

1.18 “Sponsored Farmer” means a smallholder farmer formally enrolled in AAADI and issued a farmer package under the program.

1.19 “Statement of Services” means a written or electronic document, substantially in the form of Exhibit A, executed by both Parties, that describes a specific engagement, deliverable set, or scope addition under this Agreement.

1.20 “Total Committed Program Funding” means **$150,000,000.00 USD**, the maximum aggregate amount payable by Sponsor to Partner under this Agreement, as set forth in Article 8.

1.21 “Training Module” means each of the four curriculum modules described in Article 11.

1.22 “Wave” means one of AAADI’s two deployment groups of four countries: Wave 1 (Kenya, Ghana, Rwanda, and Uganda) and Wave 2 (Nigeria, Ethiopia, Tanzania, and Zambia), each as further described in Article 10.

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2. Purpose

2.1 The purpose of this Agreement is to establish the terms and conditions under which Partner will deliver farmer training, education, and on-the-ground program management services in connection with AAADI, and under which Sponsor will fund Partner’s performance of those services.

2.2 AAADI is a program sponsored by CPF to deploy a complete precision-agriculture package — hardware, connectivity, artificial intelligence advisory, drone services, payments infrastructure, farm-management and marketplace software, visualization intelligence, and structured training — to 5,000,000 smallholder farmers across eight priority countries of Africa over a twenty-four-month, two-wave program period. Partner’s services under this Agreement constitute the farmer training, education, and on-the-ground program-management component of that broader initiative.

2.3 This Agreement governs (a) Partner’s design and delivery of the four Training Modules described in Article 11; (b) Partner’s on-the-ground program-management support to AAADI’s Country Directors, Program Coordinators, and Community Extension Officers; and (c) Sponsor’s funding of Partner’s performance of the foregoing, in the amount and on the schedule set forth in Article 8 and Exhibit B.

2.4 This Agreement is intended to serve as a framework agreement. Specific engagements, deliverable schedules, and scope additions beyond those expressly set forth herein shall be governed by one or more Statements of Services executed under this Agreement.

2.5 **Relationship of the Parties.** This Agreement is a contractual framework for coordinated program funding, training delivery, and implementation support. Nothing in this Agreement creates a partnership in the legal or tax sense, joint venture, fiduciary relationship, employment relationship, or agency authority beyond the specific authorities expressly granted in writing, notwithstanding any reference to the Parties' collaboration as a "partnership" in the ordinary business sense.

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3. Program Description

3.1 **Core Program Model.** AAADI equips each of 5,000,000 Sponsored Farmers across eight countries with an identical $1,625 package: a rugged AgTech tablet, one year of satellite or mobile connectivity, a Jozie AI crop-advisory license, shared Aero Ghost drone service credits, SCM Financials payment and financing onboarding, a Beezifi farm-management and marketplace license, a YouLabs visualization-intelligence license, and structured agricultural and AI literacy training delivered by Partner under this Agreement.

3.2 **Two-Wave Structure.** AAADI deploys in two sequential waves. Wave 1 — Kenya, Ghana, Rwanda, and Uganda — launches first, selected for mature drone, mobile-money, and AI-regulatory environments, and proves the training and deployment model before Wave 2's larger capital commitment follows. Wave 2 — Nigeria, Ethiopia, Tanzania, and Zambia, AAADI's highest-population markets — deploys from program month eight using Wave 1's proven vendor relationships and operating playbook.

3.3 **Total Program Budget.** AAADI's total program budget is $8,125,000,000, of which $150,000,000 is allocated to the Training & Curriculum budget category. This Agreement governs the funding and delivery of that Training & Curriculum allocation in its entirety.

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4. Scope of Services

4.1 This Agreement governs the following categories of engagement between the Parties:

(a) Curriculum Design. Design and localization of the four Training Modules described in Article 11 into each AAADI country's local language(s), as set forth in Exhibit A.

(b) Training Delivery. Delivery of the four Training Modules to Sponsored Farmers in each of the eight AAADI countries, in coordination with AAADI's Country Directors, Program Coordinators, and Community Extension Officers.

(c) Certification. Administration of module-completion certifications and Course Completion tracking for all Sponsored Farmers.

(d) On-the-Ground Program Management. Local program-management support in each AAADI country, including field-level coordination with cooperative and government partners, logistics support for training delivery, and issue escalation to the PMO.

(e) Reporting. Preparation and delivery of the reports described in Article 15 and Exhibit C.

(f) Future Statements of Services. Any additional engagement, scope addition, or country expansion mutually agreed by the Parties and documented in a Statement of Services under this Agreement.

4.2 Except as expressly set forth in a duly executed Statement of Services, this Agreement does not obligate Partner to perform, or Sponsor to fund, any services beyond those expressly described herein.

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5. Responsibilities of Catholic Project Fund

5.1 Sponsor shall:

(a) Pay Partner the Total Committed Program Funding in accordance with Article 8 and Article 9;

(b) Provide Partner with timely access to AAADI's Country Directors, Program Coordinators, Community Extension Officers, and Program Management Office personnel reasonably necessary for Partner to perform its obligations;

(c) Ensure that Sponsored Farmers have received their tablet, connectivity, and platform-onboarding package (as governed by Sponsor's separate agreements with Jozie AI, Aero Ghost, SCM Financials, Beezifi, and YouLabs) sufficiently in advance of each Training Module to enable Partner's delivery schedule under Article 10;

(d) Coordinate national government, ministry, and cooperative-partner relationships necessary for Partner's in-country training delivery, consistent with AAADI's Country Director mandate;

(e) Provide Partner with the AAADI branding, program materials, and platform documentation reasonably necessary for curriculum localization; and

(f) Designate a Program Management Office point of contact for day-to-day coordination with Partner under Article 13.

5.2 Delays caused by Sponsor's failure to provide the access or materials described in Section 5.1 shall extend Partner's applicable delivery timelines on a day-for-day basis and shall not constitute a breach by Partner.

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6. Responsibilities of Attractive Agency SARL

6.1 Partner shall:

(a) Design, localize, and deliver the four Training Modules described in Article 11 to all 5,000,000 Sponsored Farmers across the eight AAADI countries, on the schedule set forth in Article 10;

(b) Provide on-the-ground program-management support in each AAADI country through AEF University, as described in Article 7;

(c) Maintain sufficient qualified training personnel, in-country field staff, and local-language curriculum capacity to meet AAADI's targeted 90% course-completion rate;

(d) Track and report Course Completion, module-level certification, and program-completion data in the form set forth in Exhibit C;

(e) Coordinate with AAADI's Agronomy & Education Team on curriculum content accuracy and with the AgTech Operations Team on platform-specific training content (Jozie AI, Aero Ghost, SCM Financials, Beezifi, and YouLabs onboarding instruction);

(f) Escalate material training-delivery risks or delays to the PMO promptly upon becoming aware of them; and

(g) Comply with the data-privacy, compliance, and reporting obligations set forth in Articles 15 through 23.

6.2 Partner shall perform its obligations under this Agreement with the degree of skill, care, and diligence expected of a professional training and program-management organization operating at continental scale.

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7. AEF University — Managed Delivery Entity

7.1 Partner performs its obligations under this Agreement principally through AEF University, an entity managed by Partner for the purpose of farmer training, education, and on-the-ground program management.

7.2 Partner may perform its obligations under this Agreement directly or through AEF University without requiring Sponsor's further consent, provided that Partner remains at all times fully responsible and liable to Sponsor for AEF University's performance, acts, and omissions to the same extent as if Partner had performed the obligation directly.

7.3 References in this Agreement to Partner's performance, delivery, or obligations shall be read to include performance, delivery, or obligations carried out by AEF University on Partner's behalf.

7.4 Partner shall ensure that AEF University's field trainers, coordinators, and management personnel are bound by confidentiality, data-protection, and compliance obligations no less protective than those set forth in this Agreement.

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8. Program Funding and Compensation

8.1 **Total Committed Program Funding.** Sponsor shall pay Partner an aggregate amount of up to **$150,000,000.00 USD** for the full performance of the services described in this Agreement, corresponding to the Training & Curriculum category of AAADI's total program budget.

8.2 **Per-Farmer Training Fee.** The Total Committed Program Funding is calculated as **$30.00 USD per Sponsored Farmer**, multiplied by AAADI's target enrollment of 5,000,000 Sponsored Farmers ($30.00 × 5,000,000 = $150,000,000.00), consistent with the Agricultural & AI Literacy Training line item of AAADI's per-farmer package cost.

8.3 **Fundraising Completion — Condition to Disbursement.** "**Fundraising Completion**" means the earlier of: (a) Sponsor's receipt of donor commitments and funds equal to the full Total Committed Program Funding; or (b) the **Fundraising Closing Date**, being the date designated by Sponsor, in its reasonable discretion and communicated to Partner in writing, as the close of its fundraising campaign for the Training & Curriculum allocation of AAADI's program budget. The Parties acknowledge that Sponsor does not presently hold funds sufficient to disburse any amount under this Article 8, and Sponsor's obligation to disburse any amount under this Article 8 — including the Mobilization Advance, any amount under the Implementation Budget, and any milestone payment — shall not arise until Fundraising Completion has occurred. Sponsor shall notify Partner in writing promptly upon the occurrence of Fundraising Completion, specifying the aggregate amount of funds actually raised and available for disbursement as of that date.

8.4 **Mobilization Advance — Pilot Phase Allocation.** In recognition of the continental scope of AAADI and the personnel recruitment, country-office establishment, curriculum localization, program-management system deployment, and team mobilization Partner must undertake before any milestone can be achieved, Sponsor shall pay Partner a **Mobilization Advance of $15,000,000.00 USD** (ten percent (10%) of the Total Committed Program Funding), payable within thirty (30) days after Fundraising Completion. The Mobilization Advance is specifically allocated as the initial funding for the Pilot Phase described in Section 10.1 — including Partner's staffing, planning, curriculum localization, and country-office establishment in Kenya — together with the initial mobilization activities for the balance of Wave 1 (Ghana, Rwanda, and Uganda). The Mobilization Advance is a prepayment against, and not in addition to, the Total Committed Program Funding. Sponsor shall recoup the Mobilization Advance by deducting an amount equal to twenty percent (20%) of each milestone payment otherwise due to Partner under Section 9.1, applied against the country in which the corresponding mobilization cost was incurred where reasonably practicable, until the Mobilization Advance has been fully recouped.

8.5 **Implementation Budget and Operational Cost Financing.** The Parties acknowledge that Partner does not currently possess the financial, logistical, or human resources necessary to pre-finance implementation across eight African countries from its own balance sheet. Accordingly, **all of Partner's reasonable, approved project-related implementation expenses** — including, without limitation, recruitment, training delivery, travel, establishment and operation of country offices, logistics, curriculum development, translation, and field coordination — **shall be covered and financed by Sponsor**, in accordance with the Implementation Budget set forth in Exhibit D. An expense is "approved" for purposes of this Section 8.5 once it falls within a budgeted line item of the then-current Implementation Budget, or is otherwise approved in writing by Sponsor's Finance Team consistent with Article 14. Amounts disbursed under the Implementation Budget are part of, and not in addition to, the Total Committed Program Funding, and, subject to Section 8.3, shall be disbursed periodically following Fundraising Completion and in advance of the milestone payments described in Article 9, in accordance with the disbursement schedule and country-level line items set forth in Exhibit D, so that Partner is not required to fund such operational costs from its own resources pending milestone achievement. Amounts disbursed under the Implementation Budget for a given Country Cohort shall be netted against milestone payments for that Country Cohort as described in Section 8.9.

8.6 **Funding Confirmation.** In addition to Fundraising Completion under Section 8.3, before Partner is obligated to commence recruitment, mobilization, or curriculum delivery for a given Wave, Sponsor shall deliver to Partner a **Funding Confirmation Notice** confirming that funds equal to the Committed Funding allocated to that Wave under Section 8.7 and Exhibit B have been secured and are available for disbursement, or shall provide Partner with equivalent financial assurances reasonably satisfactory to

Partner, such as an irrevocable standby letter of credit or an escrow arrangement covering the applicable Wave's Committed Funding. A Funding Confirmation Notice may not be issued prior to Fundraising Completion. Partner shall have no obligation to commence work on a Wave until the applicable Funding Confirmation Notice or equivalent assurance has been delivered.

8.7 **Country and Wave Payment Schedule.** The Total Committed Program Funding is allocated across AAADI's eight countries in direct proportion to each country's Sponsored Farmer cohort, as set forth in full in Exhibit B and summarized below:

Country	Wave	Sponsored Farmers	Committed Funding
Nigeria	Two	1,250,000	$37,500,000
Ethiopia	Two	1,000,000	$30,000,000
Kenya	One	750,000	$22,500,000
Tanzania	Two	600,000	$18,000,000
Uganda	One	500,000	$15,000,000
Ghana	One	375,000	$11,250,000
Rwanda	One	275,000	$8,250,000
Zambia	Two	250,000	$7,500,000
Total		**5,000,000**	**$150,000,000**

8.8 **No Guarantee of Full Funding.** If Fundraising Completion occurs under Section 8.3(b) (the Fundraising Closing Date) with funds raised for the Training & Curriculum allocation of less than the full $150,000,000 Total Committed Program Funding, the Total Committed Program Funding shall be reduced to the amount actually raised, and Sponsor shall reduce the Committed Funding allocated to not-yet-commenced Waves on a pro-rata, per-farmer basis, consistent with Section 31.3, beginning with Wave 2, provided that Sponsor shall remain liable for (a) the Mobilization Advance described in Section 8.4, (b) all amounts earned under Section 8.9 for Country Cohorts already in progress or completed, and (c) any undisbursed balance of the Implementation Budget already committed under Section 8.5 for a Wave for which a Funding Confirmation Notice has already been delivered under Section 8.6.

8.9 **Milestone Basis.** Committed Funding for a given Country Cohort becomes payable as Sponsored Farmers within that cohort achieve the milestones set forth in Section 9.1

and Exhibit B, net of (a) the Mobilization Advance recoupment described in Section 8.4 and (b) amounts already disbursed to Partner for that Country Cohort under the Implementation Budget described in Section 8.5. The amounts in Section 8.7 represent the maximum aggregate amount payable per country, inclusive of Mobilization Advance and Implementation Budget disbursements, if 100% of that country's Sponsored Farmers achieve Course Completion.

8.10 **Future Pricing.** Compensation for any scope of work not expressly described in this Agreement, including additional countries, Sponsored Farmer cohorts beyond 5,000,000, or new curriculum modules, shall be governed by the applicable Statement of Services and shall require mutual written agreement before any obligation to pay arises.

8.11 **Price Protection.** Sponsor shall not reduce the Per-Farmer Training Fee during the Term of this Agreement, except as expressly permitted under Section 8.8.

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9. Payment Terms

9.1 **Milestone Structure.** For each Sponsored Farmer, the Per-Farmer Training Fee becomes payable in the following installments, upon Sponsor's written Acceptance of the applicable milestone report under Article 15:

Milestone	Trigger	Share of Per-Farmer Training Fee
Module 1 Complete	Digital & AI Literacy Certification issued	25% ($7.50)
Module 2 Complete	Precision Agriculture Certification issued	25% ($7.50)
Module 3 Complete	Completed Farm Plan issued	25% ($7.50)
Module 4 Complete	Active Marketplace Listing issued	25% ($7.50)
Total	**Course Completion**	**100% ($30.00)**

9.2 **Invoicing.** Partner shall invoice Sponsor monthly for milestones achieved and accepted during the preceding month, itemized by country and Wave, in the form set forth in Exhibit C.

9.3 **Payment Due Date.** All undisputed invoices are due and payable within thirty (30) days of the invoice date ("**Net 30**").

9.4 **Method of Payment.** All payments shall be made in United States Dollars (USD) by wire transfer to an account designated by Partner in writing, unless otherwise mutually agreed.

9.5 **Late Payment.** Any undisputed amount not paid when due shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, calculated from the due date until paid in full.

9.6 **Disputed Invoices.** Sponsor shall notify Partner in writing of any good-faith dispute regarding an invoice within fifteen (15) days of the invoice date, describing the disputed amount and the basis for the dispute. The Parties shall cooperate in good faith to resolve the dispute promptly. Sponsor shall pay all undisputed portions of an invoice by the original due date.

9.7 **Taxes.** All fees under this Agreement are exclusive of applicable taxes. Each Party shall be responsible for its own income, franchise, and similar taxes based on its own net income or capital. If Sponsor is required by law to withhold any tax from a payment to Partner, Sponsor shall (a) deduct the required amount, (b) pay the remaining net amount to Partner, (c) timely remit the withheld amount to the appropriate governmental authority, and (d) provide Partner with official documentation evidencing such remittance.

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10. Two-Wave Deployment Schedule and Milestones

10.1 **Pilot Phase.** Prior to full Wave 1 mobilization across all four Wave 1 countries, the Parties shall first implement a **Pilot Phase** in Kenya, covering an initial cohort of 50,000 Sponsored Farmers, for a validation period of not less than sixty (60) days following completion of Training Module 1 (Digital & AI Literacy) for the Pilot Phase cohort. By mutual written agreement, the Parties may expand the Pilot Phase to include a second Wave 1 country before proceeding to full Wave 1 mobilization. The Pilot Phase is funded by the **$15,000,000.00 Mobilization Advance described in Section 8.4**, which is specifically allocated for this purpose, together with the Implementation Budget described in Section 8.5 for approved operational expenses incurred in connection with the Pilot Phase.

10.2 **Pilot Phase Evaluation.** Upon completion of the Pilot Phase, the Parties shall jointly evaluate results against the Key Performance Indicators set forth in Article 16 and shall agree in writing whether to (a) proceed to full Wave 1 mobilization in Ghana, Rwanda, and Uganda and the balance of Kenya, substantially as contemplated by this Agreement; (b) adjust the training model, curriculum, or program-management approach before proceeding; or (c) extend the Pilot Phase for an additional period. Full Wave 1 mobilization in the remaining Wave 1 countries shall not commence until the Parties have completed this evaluation in writing.

10.3 **Wave Overview.** Training delivery under this Agreement follows AAADI's overall two-wave program roadmap, summarized below, inclusive of the Pilot Phase described in Section 10.1.

Wave	Countries	Training Delivery Window	Sponsored Farmers
Pilot Phase	Kenya (initial cohort)	Program Month 6–8	50,000
Wave 1 (full)	Kenya, Ghana, Rwanda, Uganda	Program Month 6–9	1,900,000
Wave 2	Nigeria, Ethiopia, Tanzania, Zambia	Program Month 14–17	3,100,000
Total	**8 countries**		**5,000,000**

10.4 **Sequential Dependency.** Full Wave 1 mobilization shall not commence until the Pilot Phase Evaluation described in Section 10.2 is complete, and Wave 2 training delivery is intended to commence only after Wave 1's Module 1 (Digital & AI Literacy) milestone has been substantially achieved, unless the Parties mutually agree in writing to run Waves concurrently.

10.5 **Schedule Adjustments.** The training delivery windows in Section 10.3 are estimates based on the planning assumptions of both Parties as of the Effective Date and are subject to adjustment by mutual written agreement, including as a result of the outcome of the Pilot Phase Evaluation, delays in tablet or connectivity deployment (governed by Sponsor's separate agreements with its technology partners), national government approvals, or Force Majeure under Article 29.

10.6 **Notice to Proceed.** Partner shall not commence Wave 2 in-country training mobilization until Sponsor issues a written notice confirming that Wave 2 tablet deployment and connectivity rollout, as described in the AAADI Project Plan, has reached the applicable country.

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11. Training Curriculum

11.1 Partner shall design, localize, and deliver the following four Training Modules to each Sponsored Farmer, in the farmer's local language, through a blended model of in-platform lessons, local-coordinator-led workshops, and self-paced tablet practice:

Module	Core Topics	Certification
1. Digital & AI Literacy	Device fluency; mobile money basics; internet safety; working with the Jozie AI assistant team	Digital & AI Literacy Certification
2. Precision Agriculture & Drone Operations	Requesting and interpreting Aero Ghost flights; reading aerial imagery; drone safety and airspace basics	Precision Agriculture Certification
3. Crop Planning & Financial Literacy	Season planning with Jozie AI; input financing through SCM Financials; pricing and margin basics	Completed Farm Plan
4. Marketplace & Cooperative Onboarding	Building a Soko Direct listing in Beezifi; cooperative registration; harvest sale logistics	Active Marketplace Listing

11.2 **Instructional Design Principle.** Consistent with AAADI's program design, every module shall end with the farmer taking a real action on their own field or account — requesting a real drone flight, logging a real input application, publishing a real marketplace listing — rather than completing a classroom exercise alone.

11.3 **Target Completion Rate.** Partner shall use commercially reasonable, professional efforts to achieve a 90% course-completion rate and an 83% overall program-completion rate across Sponsored Farmers, consistent with AAADI's published Key Performance Indicators.

11.4 **Curriculum Ownership.** Partner-developed curriculum content, delivered under this Agreement and paid for as described in Article 8, constitutes Work Product under Article 20.

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12. Governance

12.1 AAADI is governed by an Executive Steering Committee comprising major sponsors, national agriculture ministries from each of AAADI's eight partner countries, and founding technology and capacity-building partners, including Partner. The Steering Committee sets AAADI's overall strategy and approves its budget, including the Training & Curriculum allocation described in Article 8.

12.2 Partner shall designate a senior representative to participate in Executive Steering Committee sessions relevant to training delivery and program management, upon Sponsor's request, but shall not have voting authority over matters outside the scope of this Agreement absent separate written agreement.

12.3 An Independent Advisory Council, spanning agronomic, technology, regulatory, and impact-measurement expertise, reviews AAADI's progress quarterly, including training-delivery performance under this Agreement, and reports to the Executive Steering Committee.

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13. Program Management Office Coordination

13.1 **Dedicated Project Team.** Sponsor shall maintain a dedicated project team within its Program Management Office (PMO), led by a named AAADI liaison, to coordinate with Partner and ensure the smooth operation of the engagement across its full lifecycle — from project planning and rollout design, through in-country mobilization and training delivery, to reporting and documentation under Article 15. Sponsor shall notify Partner in writing of the dedicated project team's composition and designated liaison promptly following the Effective Date, and of any material change thereafter.

13.2 **Collaborative Rollout Planning.** The detailed rollout plan for the Pilot Phase, Wave 1, and Wave 2 — including country-level sequencing, staffing timelines, and curriculum localization schedules within the framework set forth in Article 10 — shall be developed jointly by Sponsor's dedicated project team and Partner, and documented in the applicable Statement of Services under Exhibit A. Neither Party shall finalize or materially revise the rollout plan unilaterally; any material revision requires the Parties' mutual written agreement.

13.3 Sponsor's Program Management Office (PMO), led by the AAADI Program Director, is the operational counterpart to Partner for day-to-day coordination under this Agreement.

13.4 Partner shall coordinate with the PMO, Country Directors (one per AAADI country), and the Agronomy & Education Team and AgTech Operations Team on curriculum content, delivery scheduling, and issue escalation.

13.5 The PMO shall convene a monthly operational review with Partner, covering training-delivery progress against Section 10.3, milestone achievement under Section 9.1, and any risks requiring escalation.

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14. Budget Management and Financial Controls

14.1 Partner shall maintain financial records sufficient to substantiate all invoiced amounts under Article 9, consistent with generally accepted accounting principles or the equivalent standard applicable in Partner's jurisdiction of organization.

14.2 All disbursements to Partner exceeding $10,000,000 in a single payment require dual sign-off from Sponsor's Finance Director and Program Director, consistent with AAADI's Financial Controls.

14.3 Partner shall segregate AAADI-related funds from Partner's general operating funds to the extent reasonably practicable, and shall apply Committed Funding solely to the performance of this Agreement.

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15. Reporting

15.1 **Monthly Reports.** Partner shall submit a monthly report to the PMO, in the form set forth in Exhibit C, covering: (a) Sponsored Farmers reached per module, by country; (b) certifications issued; (c) Course Completion and program-completion rates to date; (d) invoiced and accepted milestones; and (e) material risks or delays.

15.2 **Quarterly Reports.** Partner shall submit a quarterly report to the Executive Steering Committee and Independent Advisory Council, consolidating the monthly reports described in Section 15.1 and including qualitative commentary on curriculum effectiveness and farmer engagement.

15.3 **Acceptance.** A milestone report is deemed accepted, and the corresponding invoice payable under Article 9, unless Sponsor notifies Partner of a good-faith dispute within fifteen (15) days of submission, consistent with Section 9.6.

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16. Key Performance Indicators

16.1 Partner's performance under this Agreement shall be measured against the following Key Performance Indicators, consistent with AAADI's Monitoring & Evaluation framework:

KPI	Definition	Program Target
Farmers reaching Module 1	Sponsored Farmers completing Digital & AI Literacy	5,000,000
Farmers reaching Module 4	Sponsored Farmers completing Marketplace & Cooperative Onboarding	5,000,000
Course completion rate	Farmers completing all four Training Modules	90%
Program completion rate	Farmers completing all program milestones (training and platform adoption combined)	83%
Certification issuance timeliness	Certifications issued within 10 business days of module completion	95%

16.2 KPI data shall be collected directly from Partner's training-delivery and certification records wherever possible, minimizing self-reported survey burden on farmers and country staff.

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17. Monitoring, Evaluation and Audit Rights

17.1 **Independent Advisory Council Review.** Partner's training-delivery data is subject to quarterly review by AAADI's Independent Advisory Council, consistent with Article 12.

17.2 **Financial Audit.** Sponsor, or an independent auditor engaged by Sponsor and subject to confidentiality obligations, may audit Partner's records directly relevant to invoiced amounts under this Agreement, upon reasonable prior written notice, no more than once per calendar year, during normal business hours.

17.3 **Performance Verification.** Sponsor and Partner shall each have the right to reasonably request verification of Sponsored Farmer enrollment counts, certification issuance, and Course Completion data relevant to invoicing under Article 9.

17.4 **Cost of Audits.** Each Party shall bear its own costs of an audit under this Article 17, provided that if an audit reveals a material discrepancy in Sponsor's favor exceeding five percent (5%) of amounts properly due, Partner shall reimburse Sponsor's reasonable audit costs.

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18. Farmer Data and Privacy

18.1 **Definition.** "**Farmer Data**" means personal data, training records, certification records, and any other regulated or sensitive data relating to an identifiable Sponsored Farmer, collected or processed by Partner in connection with this Agreement.

18.2 **Farmer Data Ownership.** Consistent with AAADI's Data Privacy, Safety & Farmer Data Rights framework, each Sponsored Farmer owns their own training and certification data; Partner shall not sell such data or use it for third-party advertising.

18.3 **Informed Consent.** Partner shall collect documented farmer consent, in the farmer's local language, prior to any training session that involves the collection of personal data, in coordination with the applicable in-country Program Coordinator.

18.4 **Data Minimization.** Partner shall collect and retain only the Farmer Data reasonably necessary to deliver the Training Modules, issue certifications, and report the KPIs described in Article 16.

18.5 **Security.** Partner shall protect Farmer Data using industry-standard technical and organizational security measures, including encryption in transit and at rest, and shall promptly notify Sponsor of any confirmed unauthorized access to or disclosure of Farmer Data, in no event later than seventy-two (72) hours after becoming aware.

18.6 **Visualization Access.** Where Farmer Data is made visible through YouLabs' YouBot or SmartBubble AI dashboards under Sponsor's separate agreement with YouLabs, Partner shall ensure its own personnel access such dashboards only at the role-permissioned level appropriate to Partner's training and program-management function.

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19. Data Ownership

19.1 **Sponsor Data.** As between the Parties, Sponsor owns all right, title, and interest in Farmer Data, enrollment records, and Sponsored Farmer program records, in each case as submitted to or generated within AAADI's platforms in connection with the program.

19.2 **Partner Data.** As between the Parties, Partner owns all right, title, and interest in its internal training-delivery methodologies, instructor materials, and aggregated, de-identified training-performance analytics that do not constitute personally identifiable Farmer Data.

19.3 **License Back.** Sponsor grants Partner a non-exclusive, worldwide, royalty-free license to access, process, and use Farmer Data solely as necessary to perform Partner's obligations under this Agreement.

19.4 **Data Return.** Upon Sponsor's written request, or upon termination or expiration of this Agreement, Partner shall make Farmer Data available for export in a commercially reasonable, structured, machine-readable format.

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20. Intellectual Property

20.1 **Sponsor Marks.** Sponsor retains all right, title, and interest in its own trademarks, service marks, and branding, including "Catholic Project Fund" and "AAADI." Nothing in this Agreement grants Partner any right to use Sponsor's marks except as expressly permitted for training-delivery and reporting purposes contemplated by this Agreement.

20.2 **Partner Marks.** Partner retains all right, title, and interest in its own trademarks and branding, including "Attractive Agency SARL" and "AEF University."

20.3 **Work Product.** Curriculum content, localized training materials, and reports first created by Partner specifically for AAADI and paid for under Article 8 (collectively, "**Work Product**") shall be jointly owned by the Parties, provided that Sponsor is granted a perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, and adapt the Work Product for AAADI and any successor or renewal program, and Partner retains the right to use the Work Product, in de-identified and generalized form, for its own training programs outside AAADI.

20.4 **Pre-Existing Materials.** Each Party retains ownership of its pre-existing intellectual property, methodologies, and general know-how used in connection with this Agreement, and nothing in this Agreement transfers ownership of such pre-existing materials to the other Party.

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21. Confidentiality

21.1 **Definition.** "Confidential Information" means any non-public information disclosed by one Party (the "**Disclosing Party**") to the other (the "**Receiving Party**"), whether orally, in writing, or by other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including without limitation Farmer Data, pricing, business and financial information, and program performance data.

21.2 **Obligations.** The Receiving Party shall (a) use the Disclosing Party's Confidential Information solely to perform its obligations or exercise its rights under this Agreement; (b) protect such Confidential Information using at least a reasonable degree of care; and (c) not disclose such Confidential Information to any third party except to its employees, contractors, and advisors with a legitimate need to know and who are bound by confidentiality obligations at least as protective as those herein.

21.3 **Exclusions.** Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully in the Receiving Party's possession prior to disclosure; (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (d) is rightfully obtained from a third party without restriction.

21.4 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information to the extent required by law or court order, provided it gives the Disclosing

Party prompt notice (to the extent legally permitted) and reasonable cooperation to seek a protective order.

21.5 **Survival.** The confidentiality obligations in this Article 21 shall survive termination or expiration of this Agreement for a period of five (5) years.

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22. Compliance

22.1 **Applicable Law.** Partner shall comply with all applicable laws, regulations, and governmental requirements in each of the eight AAADI countries in which it delivers training, including labor, education, and data-protection law.

22.2 **Export Control and Sanctions.** Each Party shall comply with all applicable export control and economic sanctions laws and regulations of the United States and the jurisdictions in which AAADI operates. Neither Party is, and neither Party shall knowingly transact with any person or entity that is, listed on any applicable restricted party or sanctions list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) or equivalent authority.

22.3 **Cooperative and Government Relations.** Partner shall conduct all in-country cooperative and government engagement in coordination with, and consistent with the relationships established by, the applicable AAADI Country Director.

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23. Anti-Corruption and Anti-Fraud

23.1 Each Party represents and warrants that it has not, and covenants that it will not, offer, promise, or provide anything of value to any government official or other person in violation of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or applicable anti-corruption laws of any AAADI country, in connection with this Agreement.

23.2 Partner shall maintain internal controls reasonably designed to prevent and detect fraud, waste, and abuse in the use of the Total Committed Program Funding, and shall promptly notify Sponsor in writing of any credible allegation or finding of fraud, waste, or abuse relating to this Agreement.

23.3 Sponsor may suspend disbursement of Committed Funding under Section 8 pending the resolution of any credible, unresolved allegation of fraud or material financial misconduct by Partner relating to this Agreement.

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24. Insurance

24.1 **Commencement of Coverage.** Partner's obligation to procure and maintain the insurance coverage described in this Article 24 shall commence upon Partner's receipt of the Mobilization Advance described in Section 8.4, rather than upon the Effective Date, in recognition that Partner intends to fund such coverage using proceeds of the Mobilization Advance or subsequent disbursements under this Agreement. Partner shall procure the required coverage within thirty (30) days of receipt of the Mobilization Advance and, in any event, before commencing in-country training delivery under Article 10.

24.2 From the date coverage commences under Section 24.1 through the remainder of the Term, Partner shall maintain the following minimum insurance coverage with a reputable insurer:

(a) Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence;

(b) Professional Liability (Errors & Omissions) insurance with limits of not less than $2,000,000 per claim, covering training and program-management services; and

(c) Workers' Compensation or equivalent statutory employer liability insurance as required by applicable law in each country of operation.

24.3 Upon Sponsor's written request, Partner shall furnish a certificate of insurance evidencing the coverage required under this Article 24.

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25. Warranties

25.1 **Mutual Authority Warranty.** Each Party represents and warrants that (a) it has the full corporate power and authority to enter into and perform this Agreement; (b) the execution and performance of this Agreement does not violate any other agreement to which it is a party; and (c) it will comply with all applicable laws in its performance of this Agreement.

25.2 **Services Warranty.** Partner warrants that the training and program-management services will be performed in a professional and workmanlike manner, consistent with generally accepted industry standards for farmer education and rural development programming, by personnel with suitable training and experience.

25.3 **Compliance Warranty.** Partner warrants that its performance under this Agreement will comply in all material respects with applicable data-protection, anti-corruption, and labor laws referenced in Articles 18, 22, and 23.

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26. Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE 25, ALL SERVICES ARE PROVIDED “AS IS,” AND PARTNER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PARTNER DOES NOT WARRANT THAT ANY SPECIFIC YIELD, INCOME, OR ADOPTION OUTCOME WILL RESULT FROM A SPONSORED FARMER’S COMPLETION OF THE TRAINING MODULES.

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27. Indemnification

27.1 **Partner Indemnification.** Partner shall indemnify, defend, and hold harmless Sponsor, its officers, directors, and employees from and against any third-party claims, damages, liabilities, and reasonable expenses (including reasonable attorneys’ fees) arising out of: (a) Partner’s gross negligence or willful misconduct in the performance of this Agreement; or (b) Partner’s material breach of Article 18 (Farmer Data and Privacy) or Article 23 (Anti-Corruption and Anti-Fraud).

27.2 **Sponsor Indemnification.** Sponsor shall indemnify, defend, and hold harmless Partner, its officers, directors, and employees from and against any third-party claims, damages, liabilities, and reasonable expenses (including reasonable attorneys’ fees) arising out of Sponsor’s gross negligence or willful misconduct in the performance of this Agreement.

27.3 **Procedure.** The indemnified Party shall provide the indemnifying Party with prompt written notice of any claim, reasonable cooperation, and sole control of the defense and settlement of the claim, provided that the indemnifying Party shall not settle any claim in a manner that imposes liability or admits fault on the indemnified Party without its prior written consent.

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28. Limitation of Liability

28.1 **Exclusion of Consequential Damages.** EXCEPT FOR THE EXCLUDED CLAIMS DEFINED IN SECTION 28.3, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST REVENUE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

28.2 **Liability Cap.** EXCEPT FOR THE EXCLUDED CLAIMS DEFINED IN SECTION 28.3, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY SPONSOR TO PARTNER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

28.3 **Excluded Claims.** The limitations in Sections 28.1 and 28.2 shall not apply to: (a) either Party's indemnification obligations under Article 27; (b) either Party's breach of its confidentiality obligations under Article 21; (c) Sponsor's payment obligations under Article 9; or (d) either Party's fraud or willful misconduct.

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29. Force Majeure

29.1 Neither Party shall be liable for any failure or delay in performance under this Agreement (other than payment obligations) to the extent such failure or delay is caused by circumstances beyond its reasonable control, including without limitation: natural disasters; pandemics or public health emergencies; war, terrorism, or civil unrest; government action or embargo; telecommunications or internet outages; and regional political instability affecting one or more AAADI countries ("**Force Majeure Event**").

29.2 The affected Party shall promptly notify the other Party of a Force Majeure Event and shall use commercially reasonable efforts to mitigate its effects and resume performance as soon as reasonably practicable.

29.3 If a Force Majeure Event continues for more than sixty (60) consecutive days and materially prevents a Party's performance of a material obligation with respect to a given country, either Party may reallocate the affected Country Cohort's Committed Funding to a stable AAADI country, consistent with AAADI's Risk Management framework, or terminate the affected portion of this Agreement upon written notice, without further liability other than for amounts already earned under Section 9.1 prior to the Force Majeure Event.

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30. Effectiveness and Term

30.1 **Conditional Effectiveness.** Notwithstanding execution of this Agreement by both Parties, this Agreement shall not become effective, and neither Party shall have any obligation to perform, until Sponsor has delivered to Partner a **Board Ratification Notice** — written confirmation that the Catholic Project Fund Board of Directors has formally ratified this Agreement in accordance with Sponsor's governing documents. Sponsor's payment obligations under Article 8, including the Mobilization Advance, remain further subject to Fundraising Completion as described in Section 8.3, regardless of Board ratification.

30.2 **Effective Date.** The "**Effective Date**" for all purposes of this Agreement, notwithstanding Section 1.8 or the date of signature, shall be the date of the Board Ratification Notice. If Sponsor has not delivered a Board Ratification Notice within sixty (60) days of the Parties' execution of this Agreement, either Party may withdraw from this Agreement upon written notice, without further obligation to the other Party, other than for any costs actually and reasonably incurred by Partner prior to such notice at Sponsor's prior written request.

30.3 **Initial Term.** Following the Effective Date, this Agreement continues for the twenty-four-month duration of AAADI (the "**Initial Term**"), unless earlier terminated in accordance with Article 31.

30.4 **Renewal.** Upon expiration of the Initial Term, this Agreement may be renewed for a successive term corresponding to any AAADI renewal or expansion approved by the Executive Steering Committee, upon the Parties' mutual written agreement as to updated scope and Committed Funding, executed at least ninety (90) days prior to the end of the Initial Term.

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31. Default, Cure, Suspension and Termination

31.1 **Termination for Cause.** Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice describing the breach in reasonable detail.

31.2 **Termination for Convenience.** Sponsor may terminate this Agreement, or the portion of it applicable to a not-yet-commenced Country Cohort, for convenience upon ninety (90) days' prior written notice, subject to payment of (a) all Committed Funding for milestones already accepted under Article 9 and (b) a wind-down amount for work-in-progress on the Country Cohort active at the time of notice, as reasonably documented by Partner.

31.3 **Termination for Funding Failure.** Sponsor may terminate this Agreement, or reduce the Committed Funding allocated to an undeployed Country Cohort, upon written notice if Sponsor, acting in good faith, determines that AAADI program funding is insufficient to proceed, consistent with Section 8.9, provided that Sponsor shall remain liable for all Country Cohorts already commenced and for reasonable documented costs Partner has incurred in preparation for a Country Cohort that has not yet commenced as of the date of such notice.

31.4 **Termination for Insolvency.** Either Party may terminate this Agreement immediately upon written notice if the other Party becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject of a bankruptcy, receivership, or similar proceeding that is not dismissed within sixty (60) days.

31.5 **Suspension.** Sponsor may suspend disbursement of Committed Funding, without terminating this Agreement, upon reasonable written notice, in the circumstances described in Section 23.3 or where Partner fails to meet the Course Completion targets in Section 11.3 by a material margin for two consecutive quarters, pending a mutually agreed corrective action plan.

31.6 **Effect of Termination.** Upon termination or expiration of this Agreement: (a) Sponsor shall pay all undisputed amounts accrued through the effective date of termination, including any unrecouped balance of the Mobilization Advance owed to either Party under Section 8.4; (b) Partner shall deliver all Work Product and Farmer Data as described in Articles 19 and 20; and (c) each Party shall return or destroy the other Party's Confidential Information upon request, subject to standard backup retention practices.

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32. Dispute Resolution

32.1 **Executive Negotiation.** In the event of a dispute arising out of or related to this Agreement, either Party may provide written notice to the other, and the Parties' senior executives (or their designees) shall meet, in person or by videoconference, within fifteen (15) business days to attempt in good faith to resolve the dispute.

32.2 **Mediation.** If the dispute is not resolved through executive negotiation within thirty (30) days of the initial notice, the Parties shall submit the dispute to non-binding mediation administered by a mutually agreed mediator or mediation body before pursuing formal proceedings, unless a Party requires urgent injunctive relief.

32.3 **Binding Resolution.** If the dispute is not resolved through mediation within forty-five (45) days after the mediation is initiated, either Party may pursue binding arbitration administered by the International Chamber of Commerce (ICC) under its Rules of Arbitration, with a single arbitrator, seated in a venue mutually agreed by the Parties, and judgment on the award may be entered in any court of competent jurisdiction.

32.4 Nothing in this Article 32 shall preclude either Party from seeking temporary or preliminary injunctive relief in a court of competent jurisdiction to prevent irreparable harm, including with respect to a breach of Article 21 (Confidentiality) or Article 20 (Intellectual Property).

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33. Governing Law

33.1 This Agreement, and any dispute arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws principles.

33.2 Subject to Article 32 (Dispute Resolution), the Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of Washington for any action not subject to arbitration, unless the Parties mutually agree in writing to a different venue.

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34. General Provisions

34.1 **Entire Agreement.** This Agreement, together with all Exhibits and any executed Statements of Services, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral.

34.2 **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, not to be unreasonably withheld, except that either Party may assign this Agreement without consent to an Affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets, provided the assignee agrees in writing to be bound by this Agreement.

34.3 **Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement creates a partnership in the legal sense, joint venture, agency, or employment relationship between the Parties.

34.4 **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it enforceable while preserving its original intent.

34.5 **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No failure or delay in exercising any right under this Agreement shall constitute a waiver of that right.

34.6 **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument. This Agreement may be executed by electronic signature, and an electronically signed copy shall be deemed to have the same legal effect as an original signature.

34.7 **Notices.** All notices under this Agreement shall be in writing and delivered by email (with confirmation of receipt), overnight courier, or certified mail to the addresses set forth in the Parties block above, or to such other address as a Party may designate in writing.

34.8 **Headings.** Section headings are for convenience only and shall not affect the interpretation of this Agreement.

34.9 **Third-Party Beneficiaries.** Except as expressly set forth herein, this Agreement does not create any rights in favor of any third party, including any individual Sponsored Farmer.

34.10 **Survival.** Articles 1, 18, 19, 20, 21, 26, 27, 28, 32, 33, and 34, together with any accrued payment obligations, shall survive termination or expiration of this Agreement.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Partnership and Training Services Agreement as of the Effective Date.

ATTRACTIVE AGENCY SARL

Signature: ___________________________________

Name: Dr. Billy Issa

Title: Founder/CEO

Date: ___________________________________

CATHOLIC PROJECT FUND

Signature: ___________________________________

Name: Thien Pham

Title: Chairman/CEO

Date: ___________________________________

Exhibits

Exhibit A — Statement of Services

AAADI Training & Program Management — Initial Statement of Services

Field	Detail
Statement of Services Reference	AAS-CPF-AAADI-2026-001-SOW1
Scope	Design, localization, and delivery of the four Training Modules described in Article 11 to all Sponsored Farmers across eight AAADI countries
Deliverables	Localized curriculum materials (per country/language); module-completion certifications; monthly and quarterly reports per Exhibit C
Schedule	Pilot Phase (Kenya, initial 50,000-farmer cohort): Program Month 6–8. Full Wave 1 (Kenya, Ghana, Rwanda, Uganda), subject to Pilot Phase Evaluation: Program Month 6–9. Wave 2 (Nigeria, Ethiopia, Tanzania, Zambia): Program Month 14–17
Acceptance Criteria	Certification issuance rate, Course Completion rate, and reporting timeliness consistent with Article 16 KPIs
Fees	Per Article 8 and Exhibit B
Dependencies	Timely tablet/connectivity deployment and platform onboarding by Sponsor's technology partners, per Section 5.1(c)

Exhibit B — Country and Wave Payment Schedule

Country	Wave	Sponsored Farmers	% of Cohort	Committed Funding	Per-Farmer Rate
Nigeria	Two	1,250,000	25.0%	$37,500,000	$30.00
Ethiopia	Two	1,000,000	20.0%	$30,000,000	$30.00
Kenya	One	750,000	15.0%	$22,500,000	$30.00
Tanzania	Two	600,000	12.0%	$18,000,000	$30.00
Uganda	One	500,000	10.0%	$15,000,000	$30.00
Ghana	One	375,000	7.5%	$11,250,000	$30.00
Rwanda	One	275,000	5.5%	$8,250,000	$30.00
Zambia	Two	250,000	5.0%	$7,500,000	$30.00
Total		**5,000,000**	**100%**	**$150,000,000**	**$30.00**

Each country total is further disbursed across the four milestone installments set forth in Section 9.1 (25% per Training Module), applied per Sponsored Farmer within that country.

Exhibit C — Key Performance Indicator and Reporting Template

Report Field	Frequency	Description
Farmers reached, by module and country	Monthly	Cumulative count of Sponsored Farmers who have begun/ completed each Training Module
Certifications issued, by module and country	Monthly	Count of module certifications issued in the reporting period
Course Completion rate	Monthly	Percentage of enrolled Sponsored Farmers who have completed all four Training Modules
Program completion rate	Quarterly	Percentage of Sponsored Farmers completing all AAADI program milestones (training and platform adoption combined)
Milestones invoiced / accepted	Monthly	Reconciliation of milestone units invoiced under Article 9 against Sponsor's Acceptance
Risk and delay log	Monthly	Any material risk, delay, or escalation, with proposed mitigation

Report Field	Frequency	Description
Qualitative narrative	Quarterly	Curriculum effectiveness commentary and farmer engagement observations, for the Independent Advisory Council

Exhibit D — Implementation Budget

The Implementation Budget below allocates the $150,000,000 Total Committed Program Funding by operational cost category, consistent with Section 8.5. The Mobilization Advance described in Section 8.4 ($15,000,000) is disbursed, upon Fundraising Completion, as the initial tranche against the advance-eligible categories marked below, with the balance of each category disbursed periodically thereafter, as set forth in the applicable Statement of Services, in advance of and net against the milestone payments described in Article 9.

Cost Category	Budget Allocation	% of Total	Advance-Eligible	Disbursement Basis
Personnel recruitment & staffing (all 8 countries)	$18,000,000	12.0%	Yes	Mobilization Advance, then quarterly reimbursement
Country office establishment & operations	$22,000,000	14.7%	Yes	Mobilization Advance, then quarterly reimbursement

Cost Category	Budget Allocation	% of Total	Advance-Eligible	Disbursement Basis
Curriculum development & localization	$15,000,000	10.0%	Yes	Mobilization Advance, then milestone-linked
Translation services	$6,000,000	4.0%	No	Quarterly reimbursement
Field coordination & logistics	$25,000,000	16.7%	No	Quarterly reimbursement
Travel	$9,000,000	6.0%	No	Quarterly reimbursement
Program-management systems deployment	$5,000,000	3.3%	Yes	Mobilization Advance
Training delivery & instructor time	$50,000,000	33.3%	No	Milestone payments per Section 9.1
Total	**$150,000,000**	**100%**		

Quarterly reimbursement amounts shall be disbursed against Partner's actual, documented costs within the applicable category's remaining budget, upon Partner's submission of supporting documentation reasonably satisfactory to Sponsor's Finance Team, consistent with Article 14. Any reallocation between cost categories exceeding ten percent (10%) of a category's budgeted amount requires the Parties' mutual written agreement, substantially in the form of a Change Order.

Prepared for the Catholic Project Fund Program Management Office. Figures, timeline, and jurisdictional details are illustrative planning estimates subject to refinement during Months 1–2 governance, final legal review, and execution.