

MEMORANDUM OF UNDERSTANDING FOR RA-NECOM 5G-USA SAT-CLOUD SIM DISTRIBUTION

BETWEEN

YOUR COMPANY NAME (PARTY A)

Represented by _____

Country _____

Address _____

Email Address _____

Tel : _____

AND

REMEMBER AFRICA International Inc. 316 Westchester Avenue. Port Chester NY 10573

Represented by: Dr. Caroline Hoth, International Permanent President & CEO

PREAMBLE

Mindful of our willingness to form a Sustainable Partnership that can facilitate access to Telecommunications Products/Services through a private partnership for Durable Development with 5G Superhighway Internet and Telephony etc; The aforementioned parties agree as follows:

ARTICLE 1: PRINCIPLES AND PROJECT FRAMEWORK

The partnership seeks to promote and operate in respect of the following guiding principles.

- Equality, solidarity, reciprocity, no betrayal, Forecast, prevention, reversibility, openness, Cooperation, capacity building, community spirit, availability and
- Faithfulness, transparency, accountability, good faith.

ARTICLE 2: OBJECTIVES

The objective of this partnership is to set out the different responsibilities and obligations of each party which will ensure the smooth accomplishment of the envisaged activities of the project concerning the supply and distribution of **Telecommunication 5G Services and Equipment (Internet, Calling, Global SAT. SIM, 5G Laptops, Tablets, Smartphones, modems etc.)**

ARTICLE 3: RESPONSIBILITIES

General Responsibilities: All necessary transactions for the financing of this project in all 5G Equipment and Services will directly reside in **PARTY A SAVINGS** accounts with RA as well as all documentations and prices negotiated on their behalf. All equipment and services will be directly sent to their attention unless directed otherwise by within the project appraisal on the timing agreed by both parties.

Both parties shall also hold joint quarterly or half yearly planning meetings to establish activities timelines to guide the implementation of funds and the monitoring of the execution of planned activities and productivity for RA-NECOM 5G USA, RA-AGOA-USA National and International Markets.

ARTICLE 4:

a) RESPONSIBILITIES OF REMEMBER AFRICA Inc.

- RA shall import the necessary equipment and services needed for the project to be identified by **PARTY A**. RA shall import its best **5G Equipment and Services** for the execution of this project.
- RA Inc. shall monitor and evaluate **PARTY A** project activities as defined below.
- RA agrees to continue Professionally FREELY training all **PARTY A** registered members with RA in all Technologies, Industrialization, RA-AGOA, Marketing/Sales, Ethics, and Management up to Certification or International Diploma.
- RA shall organize the manufacturing and promotion of **PARTY A** orders from USA and worldwide with the assistance of **PARTY A**.
- RA agrees to do all in its Power to be a loyal Partner to help **PARTY A** develop its business within the International norms...and vice versa with real commitments.

b) RESPONSIBILITIES OF PARTY A.

- **PARTY A** should respect its financial obligations vis-à-vis the counterpart fund of this project with an open mind based on the eventual currency and interest rate fluctuations as well as equipment and services' values that could be imposed on International markets; but that RA will necessarily advise at any time to avoid any confusion...
- **PARTY A** shall ensure scheduled disbursement of project funds.
- To order the **RA-NECOM 5G Equipment & Services** (Calling Credit, Internet, 5G Laptops, Tablets, Smartphones, Modems, SAT SIMs etc) to start the project, **PARTY A** must put at the signature of this MOU a minimum down payment of \$_____ to show Good Faith Investment and schedule additional contributions to reach the minimum requested by RA-USA International Board of Directors.
- **PARTY A** must submit all their collaterals and proofs to sustain this project for the communities.
- **PARTY A** must continue to register her members with RA as many as possible and keep additional update lists of any additional members, or communities in Cameroon/Littoral for RA-NECOM 5G-USA, RA-AGOA-USA to have the statistics on how this project is impacting the communities through RA.
- **PARTY A** further must provide its immediate schedule of activities of implementation, marketing/sales, education, in different phases showing how **PARTY A** will impact more peoples in the Cameroon Communities with additional jobs creation through Hi-Tech-Industrialization with RA, therefore helping Communities to get out of Poverty and improving their living conditions as defined through RA's bylaws and resolutions.

- **PARTY A** also must have an open savings account with RA with a minimum deposit of \$_____ where activities provided by RA can easily be executed in Africa/Cameroon by RA-African Headquarters in Cameroon/Africa.
- **PARTY A** must be responsible of full implementation of its project in different phases as well as all outstanding accounts savings, credits, checking, and private loans currently affecting their activities; and must handle all such information to RA giving RA permission to monitor or renegotiate such accounts with the purpose to bring more credible investors, and convincing other possible investments if needed by **PARTY A** and its working communities for more development and industrialization.
- **PARTY A** shall timely respect all financial requests pertaining to the execution of this project especially at the implementation phase.
- **PARTY A** shall follow up the sales marketing with RA team to make sure that all planned activities are well effective and respond to all norms of our mutual distribution to achieve the best and durable products and services in the marketing/sales Industry through RA-NECOM 5G USA, RA-AGOA-USA with no excuses.
- **PARTY A** accepts to financially assist in Transportation, Shipping and Handling of all products brought to them by RA at sea or air and in Cameroon customs when requested with minimum of 75% of total shipping or transportation; all bills and necessary documentations will be timely provided by RA to meet all deadlines.

ARTICLE 5:

a) FINANCING/FUNDING

Financing shall be done according to the project documentation and in different phases.

PARTY A shall take full responsibility of this Financing while RA takes full responsibility of supply of products, services, education and part of the marketing. All shall be timely done to avoid any kind of extra charges.

b) START-UP PACKAGE

- 100 SAT-CLOUD SIM of \$75.00USD each
- A Minimum of \$1.00USD airtime For Testing
- RA-NECOM 5G-USA Smart Equipment FOR Calling-Fast-Surfing Cloud -SAT Internet Tablets/Phones/Laptops for Personal or Commercial Usage.
- Airtime will be ORDERED & PREPAID on Three-Days, Weekly or Monthly basis.
- Equipment on three-month basis & paid 100% in advance
- Other Expensive Software & applications & VPN

ARTICLE 6: ARBITRATION:

All disputes, differences, misunderstandings, and questions which may arise between the parties hereto, or their respective representatives arising from the non-respect of this agreement or the subject matter thereof shall be settled amicably through conciliation... however, failure to amicably resolve such disputes, will have competence before the Courts of Cameroon and the USA-New York.

ARTICLE 7: DELEGATION OF POWERS

Either party shall not transfer its rights and obligations under this agreement to any third party except its legal successors without the prior consent of the other party.

However, when **PARTY A** raises the funds mentioned in the **5G Distribution**, the **PARTY A** owner important documents and information for both parties to HONESTLY succeed in their common Mission with Transparency and Good Governance wherever they are and placed in the mutual trust and consensus RA account.

When needed, Power of Attorney could be requested from **PARTY A** by RA to better represent **PARTY A** or / and to help achieve other Missions on their behalf.

ARTICLE 8: LANGUAGE

English and French Languages shall be the official languages of this agreement.

ARTICLE 9: EXECUTION OF AGREEMENT

This agreement shall be executed in several parts and each part as so executed shall together form one original agreement and the same shall be read together and construed together as if all the signing parties hereto had executed one copy of this agreement.

ARTICLE 10: DURATION OF AGREEMENT

This agreement shall naturally be executed in a three (03) years period renewable if results of both parties are satisfactory and goals achieved.

ARTICLE 11: TOTAL PROJECT AMOUNT: \$ _____

Full and Total Commitment from both parties are an OBLIGATION to SUCCEED in THIS MISSION...As we start together, we MUST finish up together with no Betrayal or Hypocrisy...

Non-disclosure of information by both parties is bounded to a strict Confidentiality...Team spirit, Humanitarian spirit, Sharing and Transparency Spirit are requested for Better ad Successful Management.

N.B: This contract is reserved only for RA Registered Members & their companies.

SIGN & STAMP

**YOUR COMPANY NAME
(PARTY A)**

**REMEMBER AFRICA INTERNATIONAL Inc.
THE INT'L PERMANENT PRESIDENT/C.E.O
Honorable DR. CAROLINE HOTH**

Done in New York this _____ day of _____ 2018