Section 7: GCD Founding Partner Agreement

Heritage (Phases 1, 2, and 3) on one signature. Version V6.1, dated 24 November 2026.

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Between Golden Coast Developers, registered in Ghana, registration _____, address _____ (Client) and Darikoda Systems Ltd, registered in Ghana, registration CS120760626, TIN C0067432670, Accra (Provider).

Darikoda provides its Construction Core platform, staged system interconnection, rollout, and support for Heritage Phases 1, 2, and 3 on these terms.

1. Software Licence and Per-Unit Visibility

- Darikoda grants Golden Coast a non-exclusive, non-transferable licence to use Construction Core for Heritage Phases 1, 2, and 3 only, covering unlimited authorised Heritage users (fixed per project, not per seat), isolated tenant hosting, and configuration. Other developments require separate written agreement.
- Construction Core covers offline-capable site progress capture (existing desktops, laptops, mobiles), make-ready checks, design-lock and variation/rework attribution, weighted Quantity Surveyor (QS) certification, approval routing, daily delay tracking against baseline, procurement lead-time alerts, and snagging/close-out.
- Darikoda ingests supplied Heritage records (cost actuals, QS valuations, baseline schedules, unit schedule with floor areas, and unit selling prices) to deliver per-unit and per-floor cost and margin visibility, reconciled to the CFO's recognised ledger total as far as records permit (shared costs allocated on floor area initially, refined during setup).
- Accuracy, completeness, and timely supply of source records sit solely with Golden Coast, which confirms its right to share them. Source gaps, missing tags, or conflicting figures are surfaced as findings for Golden Coast to resolve and are not a Provider defect, breach, or checkpoint failure.
- Accounting, general ledger, payroll, HR, facilities management, and formal invoice/PO issuance stay in Golden Coast's accounting or business system. Commercial, sales, CRM, collections, and portfolio modules remain separate future upgrades.

2. System Interconnection

- Darikoda interconnects with one designated accounting or business system used by Golden Coast (currently Odoo, or an equivalent platform offering standard API or structured export interfaces). Emmanuel's Phase 1 tracker files are ingested once as setup inputs, not a live integration. Additional systems or mid-term migrations require separate written agreement.
- Interconnection delivers in two stages:
  1. Stage 1 (Read Bridge), by Month 2: ingests construction costs, invoices, and purchase-order actuals into Darikoda.
  2. Stage 2 (Workflow Link), by Month 6: passes certified progress, approved variations, and purchase triggers without double-entry.
- Golden Coast provides timely API or read/write access, credentials, a technical contact, and any plan upgrade, API enablement, or vendor work required on its side. Darikoda builds against standard supported interfaces. Client delays in access, records, or enablement extend affected delivery dates day-for-day and defer blocked checkpoint criteria rather than treating them as unmet, without shifting Month 2/Month 6 billing or Month 12 renewal clocks.
- All integration connectors, scripts, mappings, and middleware remain Darikoda's sole intellectual property.

3. Rollout, Support and Change Management

- Darikoda starts setup within 3 working days of the Effective Date (Monday to Friday, excluding Ghana public holidays), ingests supplied Heritage records, configures the platform with key leads (CEO, COO, CFO, construction lead, QS, procurement, site) as schedules allow, and builds towards Month 2 and Month 6 checkpoints. Missing or late unit selling prices are logged as a source finding while per-unit cost visibility proceeds.
- Theodore Ilori leads delivery and change management, supported by Bernice Duncan for continuity, providing up to 8 hours per week (typically 5 to 8 hours based on need) during Year 1 Heritage rollout, transitioning to standard support and connector maintenance from Month 12 onward. Darikoda may assign a qualified named replacement on written notice.
- Golden Coast appoints an internal operational lead to coordinate staff participation and onboarding. Unattended sessions or late records are logged as findings and are not a Provider shortfall.

4. Fees, Payment and Annual Renewal

- Darikoda's standard rate is USD 12,500 per year per active project (plus VAT and statutory levies).
- For Heritage Phases 1, 2, and 3, the Founding Partner fee is USD 5,000 for Year 1 (Months 1 to 12 from Effective Date) and USD 5,000 annually on renewal:
  1. USD 1,000 on Effective Date (Start).
  2. USD 1,000 at Month 2 on continuation under Clause 5.
  3. USD 3,000 at Month 6 on continuation under Clause 5.
  4. USD 5,000 annually from Month 12 unless either party gives at least 30 days' written non-renewal notice beforehand.
- Invoices are issued in Ghana cedis at the Bank of Ghana daily interbank reference mid-rate on invoice date, payable within 14 days by bank transfer to Darikoda Systems Ltd. Fees exclude VAT and statutory levies, added where due. Statutory withholding tax is deducted from Darikoda's side against the statutory withholding tax credit certificate issued in Darikoda's favour.
- If an invoice remains unpaid 14 days past due, Darikoda may suspend delivery, support, and access until cleared funds arrive, without liability or licence extension. Good-faith billing queries must be raised in writing with supporting detail before due date, with undisputed portions paid on time.

5. Month 2 and Month 6 Stability and Value Checkpoints

Continuation at Month 2 (USD 1,000) and Month 6 (USD 3,000) is assessed objectively from system logs and deliverables.

Stability Standard (both checkpoints):

1. Private Heritage tenant available and operating normally for authorised users.
2. Offline capture and sync operating reliably on supported existing devices.
3. No unresolved critical blocking defect (reproducible fault blocking core capture, approval, or reporting with no practical workaround) open past 3 working days after written report. Faults in Golden Coast's business system, power, internet, or user devices are excluded.

Month 2 Value Criteria:

1. Private Heritage tenant live.
2. Initial per-unit cost and margin readout generated from supplied records and reconciled to the CFO's ledger total as far as records permit (gaps logged as findings).
3. Setup sessions completed for available key leads.
4. Stage 1 (Read Bridge) operational (subject to Clause 2).
5. First agreed crew or workflow active.

Month 6 Value Criteria:

1. Weekly usage over the 4 working weeks before review (excluding agreed site stoppages and Ghana public holidays) against a signed week-1 baseline: at least 80 percent of agreed active construction roles logging a record, approval, or certification on at least 60 percent of working days each week.
2. Same-day capture over that 4-week window: at least 80 percent of point-of-work records reaching the system the same working day.
3. Variations, design decisions, blockers, and QS-certified progress tracked in Darikoda.
4. Stage 2 (Workflow Link) active without double-entry (subject to Clause 2).
5. Heritage Phase 3 configured and ready for execution.

Parallel-working dependency: Month 6 Criteria 1 and 2 assume Golden Coast signs the week-1 baseline and directs agreed roles to use Darikoda rather than parallel spreadsheets or messaging groups; shortfalls from delayed sign-off or parallel working are not a Provider failure.

Review, cure and deemed continuation:

- At Month 2 and Month 6, Darikoda delivers a written readout. Golden Coast has a 10-working-day review window to confirm continuation or send written stop notice specifying the unmet criterion. Darikoda has 5 working days from notice to cure any remediable platform or integration gap before a stop notice takes effect.
- On a valid uncured stop notice, no further instalments are owed, access closes, and Darikoda delivers a full export of Golden Coast's data and unit readout. Paid instalments remain non-refundable.
- If Golden Coast confirms continuation, sends no valid stop notice during the 10-working-day review window (or any gap is cured within 5 working days), or continues live use past that window, continuation is deemed confirmed and the instalment is invoiced under Clause 4.

6. Data Protection, Security and Non-Sharing

- Ownership and isolation: All financial, cost, margin, project, and operational data Golden Coast supplies or generates remains strictly Golden Coast's property in a logically isolated, role-controlled tenant, encrypted in transit and at rest.
- Strict non-sharing guarantee: Darikoda protects Golden Coast's data and will never sell, share, disclose, or make Golden Coast's data accessible to any third party, including competitors, other Darikoda clients, or contacts introduced under this agreement, except where explicitly authorised in writing by Golden Coast or required by law.
- No external model training, export and deletion: Golden Coast's data is never used to train external AI or machine-learning models, remains exportable on demand, and is deletable on written request.
- Statutory compliance (Ghana Act 843): Both parties handle personal data under Ghana's Data Protection Act, 2012 (Act 843) and sign a full Data Processing Agreement (DPA) before live personal or field-worker data capture begins. Prior to DPA execution, Darikoda processes only project, financial, and operational setup records under Clause 1 and takes no payroll, HR, or personal ID records.

7. Confidentiality and Founding Partner Terms

- Mutual confidentiality: Effective on signature and surviving termination, both parties protect each other's confidential information (Golden Coast's financial, operational, and project records; Darikoda's software, screens, methodology, connectors, and pricing, including pre-signature materials). Each uses it solely for this engagement, limits access to needed personnel, and will not use it to build or commission a competing system. Each may run pre-existing systems independently, and Golden Coast may use exported data and readouts freely internally.
- Naming and reference: Darikoda may name Golden Coast as a client. After Month 6 continuation, Golden Coast supports a mutually approved case study and reasonable reference calls (Founding Partner pricing stays confidential).

- CEO introductions and Founding Network: Once stability and value are proven on Heritage, Golden Coast's CEO will in good faith work with Darikoda to introduce peer developers and industry contacts at his discretion. Darikoda extends preferred Founding Network incentives to introduced contacts, anchored off USD 12,500 standard annual pricing under a separate written schedule or offer controlled by Darikoda.
- Rate condition: The USD 5,000 Founding Partner rate reflects this partnership, naming and reference cooperation, and confidentiality of non-transferable Founding Partner pricing. If Golden Coast materially breaches these confidentiality or naming/reference terms and fails to cure within a 10-working-day cure period after written notice, Darikoda may step the Heritage rate at next renewal to the standard rate then applying.

8. Intellectual Property and Limitation of Liability

- Golden Coast owns its source records and keeps full rights to exported per-unit cost and margin readouts regardless of continuation. Darikoda retains all intellectual property in its software, codebase, architecture, methodology, templates, and connectors.
- Darikoda's aggregate liability under this agreement (contract, tort, negligence, statutory duty, or otherwise) is capped at fees actually paid by Golden Coast in the 12 months preceding the claim event. Neither party is liable for indirect, consequential, or special loss, or lost profit. Nothing limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot lawfully be limited under Ghana law.

9. Governing Law, Entire Agreement and Electronic Execution

- Governed by the laws of the Republic of Ghana. Disputes unresolved by good-faith negotiation within 15 working days go to Ghana's courts.
- May be signed electronically and in counterparts. Under sections 11 and 12 of the Electronic Transactions Act, 2008 (Act 772), agreed signing modes with ink effect are: a scanned or photographed signature; a typed name in the signing-panel wording sent from the signer's business email; or a recognised e-signature service. Such typed name is that party's electronic signature (and digital signature under section 144 of Act 772), and neither party will dispute its validity, admissibility, or form.
- The operative text is GCD Founding Partner Agreement, version V6.1, dated 24 November 2026, whose PDF carries the SHA-256 fingerprint on the signing panel. Each party retains signing emails with full headers for six years. Golden Coast's signature message states its registered name, registration number, and address, completing Client details above. Each party may rely on emails from the other's business email unless notified beforehand of compromise.
- Takes effect when Darikoda returns the counter-signed copy (Effective Date), within 1 working day after Golden Coast's signature; all milestones run from Effective Date. This is the entire agreement for Heritage Phases 1, 2, and 3, superseding prior drafts. Proposal narrative and appendices are non-contractual; where they differ, this agreement governs. Variations require written agreement signed by both parties.

Party	Name	Signature	Date
For Golden Coast Developers	Neil Oku, Chief Executive Officer		
For Darikoda Systems Ltd	Theodore Ilori, Founder, Darikoda Systems Ltd		

To sign: complete the signing panel on https://gc-proposal.ilori.workers.dev and press **Sign and send by email** from your business email to theo@darikoda.com. If you prefer paper, fill in Golden Coast's registered details, sign, scan, and email the copy to theo@darikoda.com. Start fee: USD 1,000 plus VAT and statutory levies, invoiced on signature. Full Data Processing Agreement follows before live personal or field-worker data capture.