

## # COMPREHENSIVE PARTNERSHIP AND SERVICES AGREEMENT

\*\*Effective Date\*\*: January 20, 2026

This Comprehensive Partnership and Services Agreement ("Agreement") is entered into by and between:

\*\*Provider\*\*: OmniTech Global Solutions Inc. ("Provider")

\*\*Client\*\*: Enterprise Corp ("Client")

### ## PART I: CONFIDENTIALITY AND NON-DISCLOSURE

#### ### 1. CONFIDENTIAL INFORMATION

"Confidential Information" means ALL information disclosed by either party, regardless of form or marking, including but not limited to technical data, trade secrets, business information, financial data, customer information, and any derivatives thereof.

#### ### 2. CONFIDENTIALITY OBLIGATIONS

\*\*2.1 One-Sided Obligations\*\*: Client shall maintain the confidentiality of all Provider Confidential Information INDEFINITELY. Provider has no corresponding obligation regarding Client information.

\*\*2.2 No Exceptions\*\*: Client may NOT disclose Provider Confidential Information even if:

- Required by law or court order
- The information becomes publicly available
- Client independently develops similar information

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### ## PART II: DATA PROCESSING AND PRIVACY

#### ### 3. DATA COLLECTION

\*\*3.1 Personal Data\*\*: Client authorizes Provider to collect, process, store, and use the following categories of personal data:

- Employee personal information (SSN, health records, financial data)
- Customer personal information (names, addresses, payment details)
- End-user behavioral data (browsing history, location data, biometrics)
- Children's data (no age restrictions)

\*\*3.2 No Consent Required\*\*: Provider may process personal data without obtaining consent from data subjects.

#### ### 4. DATA SHARING

Provider may share all personal data with:

- Advertising networks
- Data brokers
- Government agencies
- Any affiliated companies worldwide
- Potential acquirers

#### ### 5. INTERNATIONAL TRANSFERS

Provider may transfer personal data to any country without restriction, regardless of adequacy determinations.

#### ### 6. DATA SUBJECT RIGHTS

Data subjects have NO right to access, correct, or delete their personal data under this Agreement.

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### ## PART III: INTELLECTUAL PROPERTY

#### ### 7. BROAD IP ASSIGNMENT

**\*\*7.1 All Inventions\*\*:** Client hereby assigns to Provider ALL inventions, works, ideas, and intellectual property:

- Created during the term of this Agreement
- Created using any information obtained from Provider
- That relate in any way to Provider's business
- Created by Client employees who interact with Provider
- That COULD potentially be useful to Provider

**\*\*7.2 No Prior Inventions Carve-Out\*\*:** Client waives any rights to prior inventions.

**\*\*7.3 Perpetual License\*\*:** If any IP cannot be assigned, Client grants Provider an exclusive, perpetual, royalty-free license.

#### ### 8. NO CLIENT IP RIGHTS

Client shall have NO rights to any intellectual property developed during this engagement, including:

- Custom software developed for Client
- Modifications to Client's systems
- Documentation and specifications

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### ## PART IV: EMPLOYMENT AND PERSONNEL

#### ### 9. NON-COMPETE

**\*\*9.1 Worldwide Restriction\*\*:** For THREE (3) YEARS after termination, Client and all Client employees who had contact with Provider shall not:

- Work for any company in the technology industry
- Develop any competing products or services
- Consult for any Provider competitor

**\*\*9.2 Non-Solicitation\*\*:** Client shall not hire any Provider employee for FIVE (5) YEARS after termination.

### **### 10. PERSONNEL REQUIREMENTS**

Client shall ensure that all employees sign:

- Individual non-disclosure agreements with Provider
- IP assignment agreements in favor of Provider
- Non-compete agreements enforceable by Provider

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## **## PART V: COMPLIANCE AND REGULATORY**

### **### 11. COMPLIANCE OBLIGATIONS**

**\*\*11.1 Client Compliance\*\*:** Client shall comply with ALL applicable laws and regulations at Client's sole expense.

**\*\*11.2 Provider Immunity\*\*:** Provider shall have NO liability for any regulatory violations, even if caused by Provider's actions.

### **### 12. AUDIT RIGHTS**

Provider may audit Client's operations at any time, without notice, at Client's expense.

### **### 13. CERTIFICATIONS**

Client shall obtain and maintain all certifications required by Provider, including:

- SOC 2 Type II
- ISO 27001
- PCI-DSS Level 1
- HIPAA (even if not handling health data)

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## **## PART VI: LIABILITY AND INDEMNIFICATION**

### **### 14. UNLIMITED CLIENT LIABILITY**

**\*\*14.1 Client Indemnification\*\*:** Client shall indemnify Provider against ANY and ALL claims, with NO CAP or limitation, arising from:

- This Agreement
- Client's use of the Services
- Any third-party claims
- Provider's own negligence
- Regulatory fines and penalties

**\*\*14.2 No Provider Liability\*\*:** PROVIDER SHALL HAVE NO LIABILITY WHATSOEVER to Client for any damages, direct or indirect.

### **### 15. LIQUIDATED DAMAGES**

Client agrees to pay \$5,000,000 for any breach of this Agreement.

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### **## PART VII: GENERAL TERMS**

#### **### 16. TERM**

This Agreement has NO termination date. Client may not terminate for any reason.

#### **### 17. GOVERNING LAW**

Delaware law, excluding all consumer protection laws and data privacy regulations.

#### **### 18. DISPUTE RESOLUTION**

All disputes shall be resolved by Provider-selected arbitrator in Provider's home jurisdiction.

#### **### 19. AMENDMENTS**

Provider may amend this Agreement at any time by posting notice on its website.

#### **### 20. ENTIRE AGREEMENT**

This Agreement supersedes all prior agreements and any conflicting terms in Client's policies.

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**\*\*PROVIDER\*\*:** OmniTech Global Solutions Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\*\*CLIENT\*\*: Enterprise Corp

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_