

## **Rounded-ClearChannel Partnership Agreement**

### **THIS AGREEMENT**

made as of Monday, September 26th 2011 of Agreement between Rounded Development LLC, of 235 Harrison St. Suite 404, Syracuse, NY 13202 and ClearChannel Syracuse, of 500 Plum Street #100, Syracuse, NY.

### **WHEREAS**

the parties hereto are desirous of entering into a partnership (the "Partnership") with one another concerning a business of Web Development Consulting, Web Design, Mobile App Design, Application Development, etc (the "Business");

### **NOW THEREFORE THIS AGREEMENT WITNESSES THAT**

in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereafter set out, the parties hereto agree as follows:

#### **1. Business and Name**

From and after the date of this Agreement, the partners agree to carry on the Business in partnership with one another as partners under the name "ClearChannel."

#### **2. Capital**

ClearChannel Syracuse ("Client") will manage business development in support of the services listed above. Rounded Development ("Company") will manage the development of said services.

Both partners shall contribute equally to the development of the Business.

#### **3. Profits, Losses**

Revenue generated by the Partnership shall be distributed per the actual hours contributed by the Company. Hourly cost will be \$75.

*9-27-2011 Addendum:* ClearChannel will receive Rounded Development's hours at a 25% discount. Rendering the billable hourly rate: \$56.25.

#### **4. Office Hours**

The Company will spend an average of 5 to 10 hours per week at the Client's office particularly on an "as needed" basis.

#### **5. Representation**

The Company will represent itself as "ClearChannel" employees in the presence of any and all ClearChannel clientele.

#### **6. General**

If at any time during the term of this Agreement the partners shall deem it necessary or expedient to make any alteration in any article, clause, matter or thing herein contained they may do so by a writing signed by them and endorsed on these articles, and all such alterations shall be adhered to and have the same force and effect as if they had been originally embodied in and formed part of this Agreement. This Agreement shall endure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties hereto. This Agreement shall be

governed by and construed in accordance with the laws of the State of New York. The headings of the paragraphs hereof are inserted for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

**IN WITNESS WHEREOF**

the parties hereto have executed this Agreement as of the date first above written.



Signature



Date



Signature

9-27-11

Date