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Md Arman
Farhan Noor

PARTNERSHIP AGREEMENT

This **Partnership Agreement** (hereinafter referred to as the “**Agreement**”) is made and entered into on 01st November, 2025 of the Christian Era at Dhaka, Bangladesh.

BETWEEN

I3 Technologies, a private company incorporated in Bangladesh under the Companies Act 2022, having its head office at House #29, Flat #C2, 29 Katasur, Kaderabad Housing, Mohammadpur, Dhaka 1207 (hereinafter referred to as the “**Clowee**”, which expression shall, unless repugnant to the context and contrary to the meaning, thereof include its representatives and permitted assigns) of the **ONE PART**.

AND

Madchef Bailey Road, a popular fast food chain restaurants in Bangladesh, having its registered office in Mohila Samity, 5th Floor, 4 Natok Saroni (New Bailey Road), Thana- Ramna, Dhaka-1000, holding TRAD/DSCC/060492/2020 and represented by its owner, **FARHAN NOOR**, having her 8204146487 (hereinafter referred to as the ‘Partner’, which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors-in-interest, legal representatives, administrators, and permitted assigns), of the **OTHER PART**. Wherever the context so requires, both ‘Clowee’ and the ‘Partner’ shall hereinafter be referred to individually as a ‘Party’ and collectively as the ‘Parties’

WHEREAS

- (A) **I3 Technologies Limited** is an organization operating its business in the IT sector by establishing and managing a gaming platform.
- (B) Pursuant to the foregoing, it is necessary to reduce in writing the terms and conditions which are agreed upon.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH IN THIS AGREEMENT, THE PARTIES HEREBY AGREE AS FOLLOW:

- Net Profit Share I3 Technologies 60% - Madchef Bailey Road 40% comes after deducting
Total Sales
(-) Cost price of Gift/Prize
(-) Electricity Cost
= Total Sales – Cost of Gift/Prize = Net Profit (I3 Technologies 60% - Madchef Bailey Road 40%)
- Introductory Chance Price: For the opening of the restaurant, the Chance Price shall be BDT 150/- for 5 (five) chances. The final Chance Price may be reviewed and adjusted upon mutual agreement between both Parties.
- Net Profit Calculation: The cost of prize/gift together with Clowee's share of profit shall be payable to I3 Technologies twice (2) times a month.



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- Cost of Gift/Prize: The cost of each gift/prize (doll) shall initially be BDT 150 per piece. The Parties acknowledge that this price may be revised from time to time depending on prevailing market prices, subject to mutual agreement.

1. CLOWEE'S RIGHTS AND OBLIGATIONS

- Clowee shall have the right to change machine model and design as per requirement.
- Clowee shall have the right to use this machine for promotional purpose.
- Clowee shall have the right to use other gift items instead of Doll. (eg: Smartphone, Gadget, Beauty Products etc.) instead of toys and dolls.
- Any kind of technical support, maintenance responsibilities on Clowee.
- Machine Installation and delivery responsibilities on Clowee.
- Prize (Doll) Buy and delivery responsibilities on Clowee.
- Clowee shall have the right to remove any machines from any location by giving a 1 months' notice.

2. PARTNER'S RIGHTS AND OBLIGATIONS

- Partner shall have the right to setup machine in the convenient place of their store.
- Partner shall have the right to sell coin on behalf of Clowee (*unless or until any digital payment system is being introduced and directly configured with Clowee machine*)
- Partner shall have the right to collect cash from the customer on behalf of Clowee (*unless or until any digital payment system is being introduced and directly configured with Clowee machine*)
- Prize (Doll)/ Gift refill responsibilities on Partner.
- Coin sell and cash collection responsibilities on Partner.
- Machine should be powered on all the day.
- Partner shall be the responsible for machine's safety, security and cleaning.
- Partner must provide electricity, UPS, power extension cords, WiFi facilities.
- Partner shall have the right to remove any machines from his site or location by giving a 1 months' notice.

3. TERM AND RENEWAL

- 3.1 This Agreement shall be valid for a period of three (5) years commencing from 1 Nov 2025 and shall remain valid until 31 Oct 2028, unless terminated earlier in accordance with Clause 5. This Agreement may be renewed for a further period upon mutual written consent of both Parties.

3.2 LIMITATION OF LIABILITY


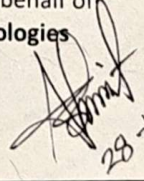

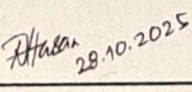
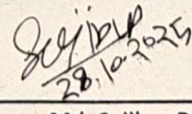



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- 3.3 Neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, irrespective of whether it had advance notice of the possibility of any such damages.
- 3.4 Notwithstanding anything to the contrary elsewhere contained in this Agreement, the maximum aggregate liability of Clowee shall be limited to, regardless of the form of claim, the consideration received or payable to the Partner.

4. TERMINATION

- 4.1 This Agreement may be terminated by both the Parties by giving prior written notice of at least thirty (30) days.
- 4.2 Unless provided otherwise in this Agreement, either Party may terminate this Agreement immediately at any time by written notice if the other Party:
- a) Is in breach of any of its obligations under this Agreement and fails or is unable to remedy such breach within thirty (30) days of receipt of written notice specifying the breach; or
 - b) Is or states that it is unable to pay its debts as they fall due, enters into any scheme or arrangement or composition with, or assignment for the benefit of all or any class of creditors, is wound up or has a liquidator, provisional liquidator, receiver and manager or statutory or other official manager appointed over all or any part of its property.

<p>For & on behalf of Madchef Bailey Road</p> <p></p> <p>Authorized signature & seal Name: FARHAN NOOR Business Partner</p>	<p>For & on behalf of I3 Technologies</p> <p> 28-10-2025</p> <p></p> <p>Authorized signature & seal Name: Md. Arman Al Sharif Designation: Operations Director</p>
<p>In presence of witness:</p> <p> 28.10.2025</p> <p>Name: Md. Najmul Hasan Designation: Partner</p>	<p>In presence of witness:</p> <p> 28.10.2025</p> <p></p> <p>Name: Md. Sajibur Rahman Designation: Assistant Engineer</p>