

PARTNERSHIP AGREEMENT

This **Partnership Agreement** (hereinafter referred to as the “**Agreement**”) is made and entered into on 17th September, 2024 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

Kolapata Burger, a renowned fast-food restaurant located in Dhaka, Bangladesh, with its principal office at Al Modina Shopping Center (3rd Floor), Mograpara Chowrasta, is represented by its proprietor, **Kazi Nurruzzaman**, son of **Kazi Abed Uddin**, holding National NID No. **19872612980874814** (hereinafter referred to as the “**Partner**”, which expression shall, unless repugnant to the context and 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 the “**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:

- **Profit Share *Clowee* 50% - *Kolapata Burger* 50% comes after deducting**
 - Total Sales**
 - (-) Cost price of Gift/Prize**
 - (-) 5% Maintenance Cost**
 - = TOTAL PROFIT of *Clowee* & Partner**
- **Profit Share will be calculated twice a Month**
- **NOTE: Cost of Prize/Gift + Maintenance + profit is to be paid to *Clowee* twice a month.**

1. CLOWEE’S RIGHTS AND OBLIGATIONS

- Clowee have the rights to change machine model and design as per requirement.
- Clowee have the rights to use this machine for promotional purpose.
- Clowee have the rights to use other gift items instead of Doll. (eg: Smartphone, Gadget, Beauty Products etc.) instead of toys and dolls.
- Clowee have rights to rent machine’s sticker to other brands.
- 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 have the right to remove any machines from any location by giving a 1 months’ notice.

2. PARTNER’S RIGHTS AND OBLIGATIONS

- Partner has the rights to setup machine in the convenient place of their store.
- Partner has the rights to sell coin on behalf of Clowee *(unless or until any digital payment system is being introduced and directly configured with Clowee machine)*
- Partner has the rights 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 is the responsible for machine’s safety, security and cleaning.
- Partner must provide electricity, UPS, power extension cords, WiFi facilities.
- Partner has 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 **2** years commencing from 17th September 2024 and shall remain valid until 16th September 2026, unless terminated earlier in accordance with Clause 5. This agreement may be renewed for further period upon both Parties’ mutual consent in writing.

4. LIMITATION OF LIABILITY

- 4.1 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.

4.2 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.

5. TERMINATION

5.1 This Agreement may be terminated by both the Parties by giving prior written notice of at least thirty (30) days.

5.2 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.

<div>For & on behalf of Kolapata Burger</div> <div>Authorized signature & seal Name: Kazi Nuruzzaman Proprietor</div>	<div>For & on behalf of I3 Technologies</div> <div>Authorized signature & seal Name: Md. Arman Al Sharif Designation: Operations Manager</div>
<div>In presence of witness:</div> <div>Authorized signature & seal Name:</div>	<div>In presence of witness:</div> <div>Name: Md. Sohel Rana Designation: Accountant</div>