

# PARTNERSHIP AGREEMENT - VERSION 2

This Partnership Agreement ("Agreement") is executed between **Tech Sangi** ("Party A") and **VJ Foods & Beverages** ("Party B") for a strategic collaboration in the fields of technology integration and food & beverage industry development.

## 1. SCOPE OF COLLABORATION

The Parties intend to jointly develop digital campaigns, product launches, and events that highlight the synergy between technology-driven marketing and consumer food products.

## 2. FINANCIAL CONTRIBUTIONS

Party A shall contribute digital tools, platforms, and manpower. Party B shall contribute monetary funding, logistical resources, and distribution networks. Detailed allocation is specified in Schedule I.

## 3. TERM & TERMINATION

This Agreement shall remain valid for three (3) years unless terminated earlier by mutual consent. Either Party may terminate upon ninety (90) days' written notice, subject to settlement of outstanding obligations.

## 4. NON-COMPETE

During the term of this Agreement, neither Party shall engage in a competing venture that directly undermines the partnership's commercial interests, without prior written approval from the other Party.

## 5. INTELLECTUAL PROPERTY

All intellectual property created jointly shall be co-owned by both Parties. Any pre-existing IP remains the sole property of the Party who owned it prior to this Agreement.

## ■■ SAMPLE UNFAIR CLAUSES (For Study Purposes Only)

- 1 Party A shall unilaterally determine marketing budgets, with Party B required to fund without negotiation.
- 2 Party B shall not terminate the Agreement under any circumstances for the first five (5) years.
- 3 All revenues generated shall first be retained by Party A, with Party B entitled only to reimbursement upon Party A's discretion.
- 4 Party B consents to exclusive jurisdiction of Party A's home city courts, regardless of Party B's location.
- 5 Any disputes shall be resolved solely by an arbitrator appointed by Party A, and such decision shall not be challenged.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first above written.

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Authorized Signatory (Tech Sangi)

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Authorized Signatory (VJ Foods & Beverages)