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## **PARTNERSHIP AGREEMENT**

THIS PARTNERSHIP AGREEMENT is made on this 5<sup>th</sup> day of October 2015, by and between the following company and partner:

### **SKETCH WEB SOLUTIONS**

Address: Flat No. 9, 4th Floor, Minerva Garden, D.H  
Road, Opp. Joka IIM,  
City/State/ZIP: Kolkata -700104, West Bengal , India,

### **REDWAN KABOUR**

Address: \_Dubai, JVC, Manhattan, \_  
City/State/ZIP: PO Box 6009. United Arab Emirates

### **Nature of Business :**

The partners listed above hereby agree that they shall be considered partners in business for the following purpose:

(i) IT consulting services (ii) Mobile Applications - Android, iPhone and Windows (iii) Web Solutions (iv) Digital Marketing - SEO and SEM (v) Graphics.


Throughout the partnership, the Company may share certain proprietary information with the Partner. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the partners here to agree as follows:

### **1. Definition of Confidential Information:**

(a) For purposes of this Agreement, “**Confidential Information**” means any data or information that is proprietary to the Company and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Company. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Partner acknowledges that the Confidential Information is proprietary to the Company, has been developed and obtained through great efforts by the Company and that Company regards all of its Confidential Information as

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trade secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Partner prior to receiving the Confidential Information from the Company; (ii) becomes rightfully known to the Partner from a third-party source not known (after diligent inquiry) by the Partner to be under an obligation to the Company to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Partner in breach of this Agreement; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (v) is or has been independently developed by employees, consultants or agents of the Partner without violation of the terms of this Agreement or reference or access to any Confidential Information.

## 2. Disclosure of Confidential Information:

From time to time, the Company may disclose Confidential Information to the Partner. The Partner will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth 2 in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

## 3. Use of Confidential Information:

The Partner agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Company. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Partner hereunder. Title to the Confidential Information will remain solely in the Company. All use of Confidential Information by the Partner shall be for the benefit of the Company and any modifications and improvements thereof by the Partner shall be the sole property of the Company. Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by **Federal Rule of Evidence 408**.

## 4. Compelled Disclosure of Confidential Information:

Notwithstanding anything in the foregoing to the contrary, the Partner may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Partner promptly notifies, to the extent practicable, the Company in writing of such demand for disclosure so that the Company, at its sole expense, may seek to make such disclosure

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subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Partner's business (not targeted at Company), the Partner may promptly comply with such request provided the Partner give (if permitted by such regulator) the Company prompt notice of such disclosure. The Partner agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Company with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Company is unable to obtain or does not seek a protective order and the Partner is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

## 5. Remedies:

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Company that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Company shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Company shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

## 6. Return of Confidential Information:

The Partner shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memorandum, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Company may so request; provided however that the Partner may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Partner, with the written consent of the Company may (or in the case of Notes, at the Partner's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Partner supervising the destruction).

## 7. Notice of Breach:

The Partner shall notify the Company immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Partner or its Representatives, or any other breach of this Agreement by the Partner or its Representatives, and will cooperate with efforts by the Company to help the Company regain

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Flat No. 9, 4th Floor, Minarva Gardens, Diamond Harbour Road, Opp. Joka IIM, Kolkata 700 104, Ph. +31 33 2438 1439, [info@sketchwebsolutions.com](mailto:info@sketchwebsolutions.com), [www.sketchwebsolutions.com](http://www.sketchwebsolutions.com)

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possession of Confidential Information and prevent its further unauthorized use.

#### **8. Use of Email id for Communication:**

The Company will create an Email id in the [www.sketchwebsolutions.co.com](http://www.sketchwebsolutions.co.com) or [www.sketchwebsolutions.ae](http://www.sketchwebsolutions.ae) domain and provide the same for business communication to the Partner.

#### **9. Disclosure of Call Recording:**

Exclusively for the purpose of business, the company will be recording all business calls. It is recognized that there are varying Federal and State laws concerning the recording of phone calls without the direct consent of the party recorded. Thus, the Partner hereby consents to the recording of all business phone calls and receives no warning of recording at the beginning of the phone call or during or after the phone call.

#### **10. Disclosure of Call Forwarding:**

The Company will bear the direct authority to forward the calls to themselves during the hours when the Partner will not be able to attend the business calls. The Partner will inform beforehand the timing and the duration of hours for which he/ she will be unavailable to attend the phone calls.

#### **11. Format of Quotation:**

The Partner should follow the Quotation Format that we will be provided by the Company at the time of Agreement. And the Company has the authority to revise the Quotation Format at any time.

#### **12. Warranty:**

Each party warrants that it has the right to make the disclosures under this Agreement. NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The parties acknowledge that although they shall each endeavour to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Company. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

#### **13. Partnership Responsibility :**

- a. Company will publish the partner's full contact details in company website.
- b. Company will represent the partner as official partner.
- c. Partner will represent himself as partner of Sketch Web Solutions.
- d. Company will be responsible for online promotion, like SEO & SMM.
- e. Company will be responsible for entire project delivery and update.
- f. Company may provide some lead for partner.

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- g. Partner will be generating business & lead from his country /source.
- h. Partner will be responsible for complete payment realization on time as per project agreement.
- i. Partner will share the business update every week on a particular day & time via Skype/phone/email.
- j. Company will provide all technical & documentation support to the partner for any project.

#### 14. Commercial :

- a. This partnership is purely commission base. Salary or any other compensation will not be granted.
- b. If the partner generate any lead and convert it into the business, the partner will paid 25% of the project value.
- c. If Company provide any lead the partner convert it into the business then the partner will be paid 10% of the project value.
- d. The commission will be calculated on matured business generation.
- e. The value will be calculated without the transaction cost.
- f. For any project the cost will be finalized by the company.
- g. For any project the client will pay the money to the company PayPal or bank account.
- h. Partner will be paid on 28<sup>th</sup> to 31<sup>st</sup> day of each month based upon project completion.
- i. Transaction details will be shared with partner using Google sheet..

#### 15. Miscellaneous:

- (a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- (b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of \_\_\_\_West Bengal (state) applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law's provisions thereof. The Federal and state courts located in \_\_\_\_West Bengal\_ (state) shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.
- (c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- (d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

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(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

(h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

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

**Company**

**Partner**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** SANTU MONDAL

**Name:** REDWAN KABOUR

**Designation:** Assistant B.D.M

**Designation:** \_\_\_\_\_

**Contact No:** +919836865780

**Contact No. :** +971 56 460 77 62

**Email ID:** [santu@sketchwebsolutions.com](mailto:santu@sketchwebsolutions.com)

**Email ID:** redwan@kservices.ae

**Organization Name:**

**Organization Name:**

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**KBI consulting**

**Seal & Signature** \_\_\_\_\_

**Seal & Signature** \_\_\_\_\_

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