

Exclusive Partnership Agreement

This Exclusive Partnership Agreement ("Agreement") is made and entered into as of [Date], by and between Kemedar Corporation, a Corporation incorporated under the laws of USA with its principal office located at Delaware, USA ("Kemedar"), and [Partner Name], [an individual/a corporation] with its principal office located at [Address] ("Partner").

Recitals

WHEREAS, Kemedar operates a comprehensive super app with various specialized systems designed for efficient management and operations;

WHEREAS, Partner desires to manage and operate the KEMEWORK system ("System") as an exclusive partner;

WHEREAS, Kemedar wishes to appoint Partner as the exclusive manager of the System under the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment

Kemedar hereby appoints Partner as the exclusive partner to manage and operate the System. Partner accepts such appointment and agrees to manage the System in accordance with the terms of this Agreement.

2. Term

This Agreement shall commence on [Start Date] and shall continue in effect for a term of [Term in Years] years unless terminated earlier as provided herein.

3. Responsibilities of Partner Partner shall:

- a. Oversee all operational aspects of the System.
- b. Coordinate with Kemedar's regional offices and franchises to achieve optimal outcomes.
- c. Ensure compliance with all applicable laws and regulations.

- d. Report to Kemedar's country-specific branch as required.
- e. Manage financial operations through the Kemodoo system.

4. Training and Support

Kemedar agrees to provide Partner with initial training and ongoing support necessary to operate the System effectively.

5. Financial Terms

5.1 Profit Sharing : From the outset of this partnership, Partner is entitled to a significant share of the profits generated by the System. Specifically, Partner will receive 30% of the net profits derived from the System's operations. This distribution is intended to reflect the value and effort contributed by the Partner to the success of the System. The net profits will be calculated after deducting all operational and overhead costs associated with the System. Detailed financial statements will be provided to the Partner on a quarterly basis to ensure transparency and accuracy in profit calculations.

5.2 Equity Accrual: In addition to profit sharing, Partner will also accumulate equity in the company managing the System. This equity accrual process will begin after signing contract and onset of partnership for the initial 30 months of operation, marking the transition from initial stabilization to mature operation. From this point, Partner's equity in the company will increase by 1% per month. This gradual equity accrual strategy is designed to incentivize sustained engagement and performance by the Partner over the long term. By the end of 30 months, depending on the commencement date, Partner could own up to 30% of the company, aligning long-term financial rewards with the continuous success of the System.

6. Intellectual Property

All intellectual property rights related to the System and its operations shall remain the sole property of Kemedar.

7. Termination

This Agreement may be terminated by either party upon [notice period] notice for any reason. Upon termination, all rights and obligations under this Agreement will cease, except those intended to survive termination.

8. Confidentiality

Both parties agree to maintain the confidentiality of proprietary information received during the term of this Agreement.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

10. Dispute Resolution

Any disputes arising out of or related to this Agreement shall be resolved through binding arbitration in [Location].

11. Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings, both written and oral.

IN WITNESS WHEREOF, the parties hereto have executed this Exclusive Partnership Agreement as of the day and year first above written.

[Kemedar Corporation]

By: _____

Name:

Title:

[Partner]

By: _____

Name:

Title: