

# PARTNER'S AGREEMENT

THIS Partner's AGREEMENT is made at \_\_\_\_\_ on this \_\_\_\_ day \_\_\_\_\_ by and between:

GO Globe Technologies, through its CEO Karel Zeman, having place of business at Sheikh Zayed Road, Saeed Tower 1, Dubai, United Arab Emirates (hereinafter referred to as the "Developer" which expression shall wherever the context so permits, mean and include its successors-in-interest and assigns) of the first part.

AND

**Name of Other Party** having its office at **Address** (hereinafter referred to as the "**Name of Other Party**" which expression shall wherever the context so permits include its successors-in-interest and assigns) of the second part.

The Developer and the Partner shall hereinafter collectively be referred to as the "Parties" and individually as the "Party".

WHEREAS the Developer is in the business of, amongst others, development of websites and software and is desirous of reselling the same within the Territory and the Partner is willing to act as Partner for those services;

AND WHEREAS the Parties are desirous of working together in order to have mutually beneficially profitable cooperation;

AND WHEREAS the Parties hereto are desirous of recording the terms between them as appearing hereinafter;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS

## 1. INTERPRETATION

1.1 In this agreement, unless the context otherwise requires:

"Agreement" means this Partner Agreement between the Parties.

"Services" means and shall include, without limitation web development, web design, corporate identity, SEO, hosting;

"Intellectual Property" means any patent, copyright, registered design, trademark or other industrial or intellectual property right subsisting in the Territory in respect of the Services and any application for any of the foregoing.

"Restricted Information" means any information which is disclosed by the Developer to the Partner under or in connection with the Agreement.

"Territory" means the area of \_\_\_\_\_.

1.2 The headings of the Agreement are for convenience only and shall not affect its interpretation.

1.3 Unless otherwise specified, words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporated and (in each case) vice versa.

1.4 The expression "hereunder", "hereto", "herein", "hereof" and similar expression relate to this Agreement and not to any particular provision thereof.

## 2. SCOPE AND COMMENCEMENT

2.1 This Agreement contains the terms and conditions on which the Developer is willing to appoint Partner for the reselling and distribution of the Services within the Territory.

2.2 The Agreement shall commence on the date of its execution and shall continue to be in force for unless terminated in accordance with Clause 9 hereof.

## 3. LICENSE TO THE PARTNER

3.1 Developer hereby appoints the Partner as its Reseller for reselling of the Services within the Territory, and the Partner agrees to act in that capacity, subject to the terms of this Agreement.

3.2 The Partner hereby agrees and undertakes that it shall not directly or indirectly engage with anyone else for the reselling of Services, in the Territory, other than the Developer.

3.3 The Partner shall be entitled to describe itself as the Developer's "Authorized Distributor/Partner" for the Services, but shall not hold itself out as Developer's Partner for reselling the Services or as being entitled to bind Developer in any way.

3.4 For avoidance of doubt, the Parties understand that nothing in this Agreement shall be construed as creating a joint venture, Partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the Partner of the other.

3.4 The Partner shall not resell the Services to any Customer in any territory, which is outside the Territory.

#### **4. TERMS OF PAYMENT**

4.1 If the Partner answers the customer's/client's call in relation to the provision of the Services and takes the brief and thereafter connects the customer to the Developer, the Partner shall receive 5% of the total fee of the project.

4.2 If the Partner answers the customer's call in relation to the provision of the Services, takes the brief and takes part in each step of the process such as briefing with the customer, minimum 1 meeting or more with the customer and liaison with the Developer until the completion of the project, the Partner shall receive 10% of the total fee of the project, regardless of whether the Partner hands over the project to the Developer or remains involved through completion.

4.3 If the Partner brings a new customer to the Developer's business below 100,000 AED, the Partner shall be entitled to receive 15% of the project fee on project-to-project basis, if above, 20%.

4.4 The payments to the Partner shall be made by the Developer once the payment in full has been received from the customer/client, after which the Developer shall pay the Partner within five (05) working days through a certified check.

4.5 Developer shall have the right to access the books of the Partner to verify the sale of the Services.

4.6 Expense Claim by Partners:

- All expenses must be authorized and no claimant may authorize their own claim. By authorizing transactions, the authorizer is confirming that the costs have been incurred and incurred necessarily for the purposes of the business.

- Original receipts are required for reimbursement of all expenses except for per diems. These expenses include:

Original boarding passes for airplane / train travel  
Credit card receipts  
Detailed merchant receipts

All expenses and summaries must be submitted within 30 days to for payment

- Mobile phone and equipment, accessory and app costs are the responsibility of the Partner.

- Company policy is to pay 50% of the monthly mobile phone bill. The allowance is intended to reimburse the employee for the business use of the phone, not to pay the entire phone bill, under the assumption that most employees also use their cell phone for personal calls.

Any attempt to submit a false claim form will be treated as a serious disciplinary offence.

#### **5. DUTIES OF THE Partner**

5.1 The Partner shall use its best endeavors to promote the business of the Developer throughout the Territory and to satisfy the market demand therefor.

5.2 In connection with the business and Services mentioned herein, the Partner shall:

- a) Make clear, in all dealings with customers that it is acting as distributor/Partner and not an Partner of Developer;
- b) The Partner shall follow the price structure determined and communicated to it by Developer from time to time.

5.3 The Partner agrees to indemnify, defend and hold the Developer harmless from any and all liability, claims, demands or requirements imposed by applicable laws upon self-employed individuals arising from payments made to you under this Agreement.

5.4 In order the business can run smoothly and the purposes of this Agreement are fulfilled, the Partner shall:

- a) Place its contact details on Developer's website, i.e. [www.go-globe.com](http://www.go-globe.com)
- b) Setup email account [Partnersname@go-globe.com](mailto:Partnersname@go-globe.com);
- c) Provide design for business cards, if required;
- d) Provide its bank account details to the Developer.

## **6. Partner'S WARRANTIES**

- 6.1 The Partner has full legal authority to enter into and exercise its obligations under this Agreement;
- 6.2 The Partner warrants that it has the necessary expertise and qualifications to carry out its duties and obligations under this Agreement.
- 6.3 The Partner further warrants to the Developer that each of the representations and warranties made by it are accurate and not misleading. The Partner acknowledges that the Developer is entering into this Agreement in reliance on each warranty and representation.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 Developer and its licensors shall reserve all Intellectual Property rights in relation to the Services.
- 7.2 The Partner understands and agrees that it may not use Services except as necessary for the purposes of performing its obligations under this Agreement.
- 7.3 The Partner further agrees that it shall not reverse-engineer, disassemble or decompile the Services which constitute/embody the Developer's intellectual property.

## **8. CONFIDENTIALITY**

- 8.1 Except as provided in this Agreement the Partner shall at all times during the continuance of this Agreement and after its termination use its best endeavors to keep all Restricted Information confidential and accordingly not to disclose any Restricted Information to any other person. The Partner further agrees not use any Restricted Information for any purpose other than the performance of the obligations under this Agreement.

## **9. TERMINATION**

- 9.1 This Agreement shall come into force on the day specified in Clause 2.2 and shall continue to be in force until terminated in accordance with Clause 9.2 and 9.3 below.
- 9.2 This Agreement may be terminated by:
  - i. Mutual agreement between the Developer and the Partner (by means of a written instrument executed by the Developer and the Partner);
  - ii. The Developer, in its sole discretion, by providing the Partner with a 15-day prior written notice;
  - iii. Either the Developer or the Partner, by providing the other with a prior written termination notice if (i) the recipient of such termination notice (the Developer or the Partner) is in breach of any material obligation contained in this Agreement, and (ii) such recipient fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of a written notice of breach.
- 9.3 This Agreement shall automatically terminate (i) in case of dissolution or bankruptcy of the Developer or of the Partner (should the Partner be a legal entity), or (ii) upon the Partner's death (if the Partner is an individual).
- 9.4 Termination shall release the Developer from the obligation to pay the Partner any payments or any other commission other than those that had already been incurred during the term of this Agreement.

**10. SEVER-ABILITY, INTEGRATION AND GOVERNING LAW**

10.1 This Agreement constitutes the entire agreement between the Developer and the Partner and supersedes all previous written or oral agreements on the subject matter.

10.2 If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

10.3 This Agreement shall be governed and construed by the laws of the United Arab Emirates and a competent court in Dubai shall have jurisdiction to entertain all the matters arising out of this Agreement.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement as of the day, month and year first mentioned above.

In Dubai, ..... 2024

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For and on behalf of Developer

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For and on behalf of the Partner

**WITNESSES**

Name:

Address: