

WORKING PARTNERSHIP AGREEMENT

This Agreement is made and entered into on this ___ day of _____, 20, by and between the following parties:

1. **OXOBEN**, a legally registered entity (hereinafter referred to as the "Company").
 2. **Partner**, an individual or organization (hereinafter referred to as the "Partner").
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1. Purpose of Agreement

The purpose of this Agreement is to establish a working partnership where the Company provides software products and support services, while the Partner handles sales and marketing efforts.

2. Term of Agreement

This Agreement will remain in effect for a period of five (5) years from the effective date, provided the third-party clients continue using the Company's software services. Termination is subject to the terms outlined in this document.

3. Revenue Sharing

The Net Revenue derived from sales transactions secured by the Partner will be distributed as follows:

- **Company:** 80% of the billing amount.
- **Partner:** 20% of the billing amount.

This revenue-sharing arrangement remains effective as long as the client continues using the Company's software.

4. Post-Term Revenue Entitlement

In the event of the Partner's absence or passing, the Partner, their estate, or their legally designated beneficiary will continue to receive 20% of the revenue from sales

they initially secured under this Agreement for a period of five (5) years or until the client terminates the software usage, whichever occurs first.

5. Responsibilities of Each Party

Company's Responsibilities:

- Provide software products and necessary support services to clients.
- Offer technical assistance to maintain software functionality and client satisfaction.
- Collaborate with the Partner on sales strategies as needed.

Partner's Responsibilities:

- Actively promote and sell the Company's software products.
 - Abide by all legal and ethical standards in sales and marketing efforts.
 - Keep the Company informed of substantial client interactions and potential deals.
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6. Additional Benefits and Liabilities

Benefits: Both parties will benefit from revenue-sharing, business growth, and enhanced client relationships.

Expenses: Each party shall bear their own operational costs unless explicitly agreed otherwise in writing.

Losses:

- The Company will bear costs related to software malfunctions or client disputes regarding software issues.
- The Partner is responsible for losses arising from breaches of this Agreement, including reputational damage due to unethical sales practices.

Indemnity: Each party agrees to indemnify and hold harmless the other against any damages, liabilities, or expenses arising from a breach of this Agreement or negligence.

7. Termination

This Agreement may be terminated by either party with thirty (30) days' written notice under the following conditions:

- **Breach of Agreement:** If either party breaches the terms and fails to remedy the breach within thirty (30) days.
- **Illegal Activities:** If either party engages in illegal activities affecting business interests.
- **Financial Insolvency:** If either party files for bankruptcy or enters financial insolvency.
- **Force Majeure:** If unforeseen circumstances prevent either party from fulfilling obligations for more than ninety (90) days.

Upon termination, the Partner shall cease all promotional activities, and the Company shall fulfill obligations to existing clients acquired through the Partner until the end of their contract period.

8. Confidentiality

Both parties agree to maintain confidentiality regarding business, client information, and proprietary details. No disclosure shall be made to third parties without prior written consent.

9. Dispute Resolution

Any disputes arising under this Agreement shall first be resolved through mutual discussion and mediation. If mediation fails, disputes shall be submitted to arbitration under the governing jurisdiction.

10. Governing Law

This Agreement shall be governed by the laws of the relevant jurisdiction where the Company is registered.

11. Miscellaneous

- **Entire Agreement:** This document represents the entire agreement between the parties.
 - **Amendments:** Any changes must be in writing and signed by both parties.
 - **Severability:** If any provision is found invalid, the remaining provisions shall continue in effect.
 - **Assignment:** Neither party may assign their rights or obligations without prior written consent.
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IN WITNESS WHEREOF, the parties have executed this Working Partnership Agreement as of the date first written above.

For OXOBEN:

Signature: _____

Name: _____

Position: _____

Date: _____

For Partner:

Signature: _____

Name: _____

Date: _____

Post-Term Revenue Entitlement Agreement

This section outlines the Partner's entitlement to post-term revenue sharing.

1. **Duration:** Five (5) years from the Partner's absence or until the client ceases to use the Company's software.
2. **Eligibility:** Only sales secured during the Agreement term qualify.
3. **Transfer of Rights:** Revenue-sharing rights will transfer to the Partner's legally designated beneficiary.

For OXOBEN:

Signature: _____

Name: _____

Position: _____

Date: _____

For Partner:

Signature: _____

Name: _____

Date: _____

Nominee (Designated by Partner):

Signature: _____

Name: _____

Relation: _____

Date: _____