

Partnership Agreement for Spondulix Machine Operation

This Partnership Agreement (the "Agreement") is made on [DATE] between:

1. [YOUR FULL LEGAL NAME], residing at [YOUR ADDRESS] (hereinafter referred to as the "Provider")
- and
2. [BUSINESS OWNER'S FULL LEGAL NAME], residing at [BUSINESS OWNER'S ADDRESS] (hereinafter referred to as the "Operator")

1. Purpose

The purpose of this Agreement is to establish a partnership between the Provider and the Operator for the operation of Spondulix machines as a peer-to-peer (P2P) trading solution within the Operator's business premises.

2. Roles and Responsibilities

2.1 Provider Responsibilities:

a) Supply, maintain, and support the Spondulix machine(s) b) Provide necessary training to the Operator and their staff c) Monitor the performance of the Spondulix machine(s) d) Ensure compliance with relevant technical standards and regulations

2.2 Operator Responsibilities:

a) Host the Spondulix machine(s) in their shop b) Facilitate transactions for customers c) Ensure security and accessibility of the machine(s) d) Operate the Spondulix machine(s) under their personal name and responsibility

3. Revenue Sharing

Net revenue generated by the Spondulix machine(s) shall be split 50/50 between the Provider and the Operator after deducting operational costs.

4. Operational Costs

4.1 Operational costs shall include, but are not limited to: a) Electricity consumption by the machine(s) b) Internet connectivity costs c) Routine maintenance fees

4.2 Operational costs will be calculated monthly and deducted from the gross revenue before the revenue split is applied.

5. Licensing and Compliance

5.1 The Operator agrees to operate the Spondulix machine(s) under their personal name and responsibility, leveraging private investor rights for P2P trading.

5.2 Both parties agree to comply with all applicable local laws and regulations concerning P2P trading and personal investment activities.

6. Term and Termination

6.1 This Agreement shall be in effect for an initial term of one (1) year from the date of signing.

6.2 The Agreement shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least 30 days prior to the end of the current term.

6.3 This Agreement may be terminated: a) By mutual written agreement of both parties b) By either party in the event of a material breach by the other party, if such breach is not cured within 30 days of written notice c) Immediately by either party if changes in applicable laws or regulations make the operation of the Spondulix machine(s) illegal or impractical

7. Dispute Resolution

7.1 In the event of any dispute arising from or relating to this Agreement, the parties agree to first attempt to resolve the dispute through good-faith negotiations.

7.2 If the dispute cannot be resolved through negotiation within 30 days, the parties agree to submit the dispute to mediation before a mutually agreed-upon mediator.

7.3 If mediation is unsuccessful, any unresolved dispute shall be settled by binding arbitration in accordance with the rules of [SPECIFY ARBITRATION BODY].

8. Confidentiality and Non-Disclosure

8.1 Both parties agree to maintain the confidentiality of all proprietary information, trade secrets, and other sensitive business information disclosed in the course of this partnership.

8.2 This confidentiality obligation shall survive the termination of this Agreement for a period of two (2) years.

9. Indemnity and Liability

9.1 Each party agrees to indemnify and hold harmless the other party from any claims, damages, or liabilities arising from their own actions or omissions in relation to this Agreement.

9.2 The Operator explicitly assumes all responsibility for the operation of the Spondulix machine(s) under their personal name and agrees to indemnify the Provider against any claims arising from such operation.

9.3 Neither party shall be liable for any indirect, incidental, or consequential damages arising out of this Agreement.

10. Miscellaneous

10.1 This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written.

10.2 Any modifications to this Agreement must be made in writing and signed by both parties.

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

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

Provider:

[YOUR FULL LEGAL NAME]

Operator:

[BUSINESS OWNER'S FULL LEGAL NAME]