**Partnership Agreement**

THIS AGREEMENT (the "Agreement") is made on [Insert Date] by and between **AI Tokenomics Limited** ("IMPT”) of Suite 304, 9 Pembroke Street Upper, Dublin 2, Dublin, D02 KR83, Ireland and [Insert Partner Name] (the "Partner") of [Insert Partner Address] on the basis of the following understandings and agreements:

**1. Basis for Agreement**

IMPT has developed methods for establishing, operating, and promoting businesses engaged in the business of Shopping for rewards to facilitate the purchase of carbon credits and IMPT's proprietary methods of doing business (the "Licensed Methods"). IMPT grants the right to others to develop and operate an IMPT partnership, under the Marks and pursuant to the Licensed Methods.

The Partner desires to establish an IMPT partnership at a location identified herein or to be later identified, and IMPT desires to grant the Partner the right to operate an IMPT partnership at such location under the terms and conditions which are contained in this Agreement.

**2. Grant of Partnership**

IMPT grants to the Partner and the Partner accepts from IMPT, the right to use the Marks and Licensed Methods in connection with the establishment and operation of an IMPT partnership, at the location described in this Agreement. The Partner agrees to use the Marks and Licensed Methods, as they may be changed, improved, and further developed by IMPT from time to time, only in accordance with the terms and conditions of this Agreement.

The Partner agrees at all times to faithfully, honestly, and diligently perform the Partner's obligations hereunder, and to continuously exert best efforts to promote the IMPT partnership. The Partner agrees to utilize the Marks and Licensed Methods to operate all aspects of the business partnership hereunder in accordance with the methods and systems developed and prescribed from time to time by IMPT, all of which are a part of the Licensed Methods. The Partner shall offer such products and services as IMPT shall designate and shall be restricted from manufacturing, offering, or selling any products or services not previously approved by IMPT in writing. The Partner's IMPT must feature IMPT brand items manufactured by IMPT or its designated suppliers and related non-primary items ("Items") approved by IMPT in writing.

**3. Partnership Fee**

The Partner agrees to pay IMPT an amount of $0.00 as Partnership Fee. The payment of the partnership fee enables the Partner to enjoy the use of IMPT's system and name, as well as assistance for a limited time.

**4. Partnership Location and Designated Area**

The Partner is granted the right and partnership to own and operate one IMPT partnership at

 (Partnership Location").

The rights that are granted to the Partner under this Agreement are for the specific Partnership Location and cannot be transferred to any other location without the prior written approval of IMPT. If the Partner has operated an IMPT partnership for not less than 12 months and desires to relocate it to an alternative site, the Partner must set forth its reasons for requesting the relocation in writing to IMPT, along with a proposed new location. IMPT will have 30 days from receipt of the Partner's written request to respond. If IMPT approves the relation and the proposed new location, and if the ownership of the Partner does not change in any respect from the ownership of the Partner before the relocation, then the Partner may move its partnership to the new approved location, provided that the Partner signs IMPT's then-current form of Partnership Agreement and opens the partnership at the new location within 12 months after the partnership closes at its former Partnership Location. In, addition, the Partner will be required to pay a nonrefundable design fee of $[Insert amount] as a fee for the preparation of a design for Partner's new Partnership Location. A similar design fee will also apply if the Partner requests design assistance in remodeling its partnership at any time during the term of this Agreement.

**5. Initial Partnership Fee**

In consideration for the right to develop and operate one IMPT partnership, the Partner agrees to pay to IMPT an initial partnership fee, which is due and payable as of the date of execution of this Agreement. The initial partnership fee represents payment for the initial grant of the rights to use the Marks and Licensed Methods, that IMPT has earned the initial partnership fee upon receipt thereof, and that the fee is non-refundable except as otherwise specifically set forth in this Agreement.

**6. Training**

After the Partner executes a lease for the Partnership Location, the Partner or, if the Partner is not an individual, the person designated by the Partner to assume primary responsibility for the management of the IMPT partnership ("General Manager") is required to attend and successfully complete the initial training program which is offered by IMPT at one of IMPT's designated training facilities.

IMPT's initial training program shall consist of [Insert Number] days of instruction at a location designated by IMPT; provided, however, that IMPT reserves the right to waive a portion of IMPT's training program or alter the training schedule if, in IMPT's sole discretion, the Partner or General Manager has sufficient prior experience or training.

From time to time, IMPT may present seminars, conventions, or continuing development programs or conduct meetings for the benefit of the Partner.

**7. Development Assistance**

In addition to IMPT's initial training, equipment list, design services, Operations Manual, and other pre-opening services described elsewhere in this Agreement, IMPT will provide the Partner prior to opening with a list of approved and designated suppliers and an advertising plan and advertising copy for Partner's grand opening.

In addition to the other operational assistance and advice provided by IMPT pursuant to other provisions of this Agreement, at the opening of the Partner's location and for a period of 0 days thereafter, IMPT shall provide the on-site services of a representative to assist the Partner and provide further on-site training in connection with the operation of the Partner's location.

**8. Operations Manual**

IMPT agrees to loan to the Partner one or more manuals, technical bulletins, and other written materials (collectively referred to as the "Operations Manual") covering ordering of supplies, manufacturing, processing, and stocking and other operating and in-store marketing techniques.

The Partner agrees to use the Marks and Licensed Methods only as specified in the Operations Manual. The Operations Manual is the sole property of IMPT and shall be used by the Partner only during the term of this Agreement and in strict accordance with the terms and conditions hereof. The Partner shall not duplicate the Operations Manual or disclose its contents to persons other than its employees or officers who have signed the form of Confidentiality and Non-Disclosure Agreement. The Partner shall return the Operations Manual to IMPT upon the expiration, termination, or transfer of this Agreement. IMPT reserves the right to revise the Operations Manual from time to time as it deems necessary to update or change operating and marketing techniques, standards, and specifications for all components of the Licensed Methods. Promptly after receiving any update from IMPT, the Partner shall update his or her copy of the Operations Manual as instructed by IMPT and shall conform operations with the updated provisions within a reasonable time after receipt of such updated information.

The Partner shall at all times during the term of this Agreement own and control the IMPT partnership authorized hereunder. The Partner shall not operate any other business or profession from or through the partnership location. If the Partner is an entity, the entity shall only operate the IMPT partnership governed by this Agreement and no other business, unless the Partner receives IMPT's prior written approval. Upon request of IMPT, the Partner shall promptly provide to IMPT proof, reasonably acceptable to IMPT, of such ownership.

**9. Royalties**

Throughout the term of this Agreement, the Partner agrees to pay to IMPT a continuing monthly royalty ("Royalty") equal to 0 percent of its Gross Retail Sales generated from or through the IMPT partnership.

"Gross Retail Sales" shall be defined as receipts and income of any kind from all products or services sold from or through the IMPT partnership, including any such sale of products or services made for cash or upon credit, or partly for cash and partly for credit, regardless of collection of charges for which credit is given, fewer returns for which refunds are made, provided that the refund shall not exceed the sales price and exclusive of discounts, sales taxes, and other taxes, amounts received in settlement of a loss of merchandise, shipping expenses paid by the customer and discount sales to corporations or to charities for fund-raising purposes. "Gross Retail Sales" shall also include the fair market value of any services or products received by the Partner in barter or in exchange for his services and products.

The Partner agrees that Royalty payments shall be paid monthly and sent to IMPT, post-marked on the [Insert Day] of each month based on Gross Retail Sales for the immediately preceding month. Royalty payments shall be accompanied by monthly reports and standard transmittal forms containing information regarding the Partner's Gross Retail Sales and such additional information as may be requested by IMPT.

**10. Advertising**

The Partner shall obtain IMPT's prior written approval of all advertising or other marketing or promotional programs published by any method, including print, broadcast and electronic media, regarding the IMPT partnership, including, without limitation, "Yellow Pages" advertising, newspaper ads, flyers, brochures, coupons, direct mail pieces, specialty and novelty items, radio, television, and Internet advertising. The Partner acknowledges and agrees that IMPT may disapprove of any advertising, marketing, or promotional programs submitted to IMPT for any reason in IMPT's sole discretion. The Partner shall also obtain IMPT's prior written approval of all promotional materials provided by vendors. The proposed written advertising or a description of the marketing or promotional program shall be submitted to IMPT before publication, broadcast, or use.

**11. Quality Control**

The Partner agrees to maintain and operate his IMPT partnership strictly in compliance with this Agreement and the standards and specifications contained in the Operations Manual, as the same may be modified from time to time by IMPT in accordance with this Agreement. The Partner is prohibited from offering or selling any products or services not authorized by IMPT.

If the Partner proposes to offer, conduct or utilize any products, services, materials, forms, items or supplies for use in connection with or sale through IMPT which are not previously approved by IMPT as meeting its specifications, the Partner shall first notify IMPT in writing requesting approval. IMPT may, in its sole discretion, for any reason whatsoever, elect to withhold such approval. In order to make such determination, IMPT may require submission of specifications, information, or samples of such products, services, materials, forms, items, or supplies. IMPT will advise the Partner within a reasonable time whether such products, services, materials, forms, items, or supplies meet its specifications.

**12. Term**

The term of this Agreement begins on the date this Agreement is fully executed and ends [Insert period of time] later, unless sooner terminated as provided herein. Either party may terminate this Agreement upon 30 days' written notice or as required by law.

**13. Default and Termination**

IMPT shall have the right, at its option, to terminate this Agreement and all rights granted the Partner hereunder, without affording the Partner any opportunity to cure any default (subject to any state laws to the contrary, where state law shall prevail), effective upon receipt of notice by the Partner, upon the occurrence of any of the following events:

a. Abandonment. If the Partner ceases to operate the IMPT partnership or otherwise abandons the IMPT partnership for a period of 0 consecutive days, or any shorter period that indicates an intent by the Partner to discontinue operation of the IMPT partnership, unless and only to the extent that full operation of the IMPT partnership is suspended or terminated due to fire, flood, earthquake or other similar causes beyond the Partner's control and not related to the availability of funds to the Partner;

b. Insolvency; Assignments. If the Partner becomes insolvent or is adjudicated bankrupt; or any action is taken by the Partner, or by others against the Partner under any insolvency, bankruptcy or reorganization act, (this provision may not be enforceable under federal bankruptcy law), or if the Partner makes an assignment for the benefit of creditors, or a receiver is appointed by the Partner;

c. Criminal Conviction. If the Partner is convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of IMPT, to materially and unfavorably affect the Licensed Methods, Marks, goodwill or reputation thereof;

d. Failure to Make Payments. If the Partner fails to pay any amounts due IMPT or affiliates, including any amounts which may be due as a result of any subleases or lease assignments between the Partner and IMPT, within 10 days after receiving notice that such fees or amounts are overdue;

e. Misuse of Marks. If the Partner misuses or fails to follow IMPT's directions and guidelines concerning use of IMPT's Marks and fails to correct the misuse or failure within ten days after notification from IMPT;

f. Unauthorized Disclosure. If the Partner intentionally or negligently discloses to any unauthorized person the contents of or any part of IMPT's Operations Manual or any other trade secrets or confidential information of IMPT;

g. Repeated Non-Compliance. If the Partner has received two previous notices of default from IMPT and is again in default of this Agreement at any time during the term of this Agreement, regardless of whether the previous defaults were cured by the Partner.

h. Other. Any other covenant that the parties feel is sufficient cause to terminate this Agreement.

**14. Restrictive Covenants**

The Partner acknowledges that, in addition to the license of the Marks hereunder, IMPT has also licensed commercially valuable information which comprises and is a part of the Licensed Methods, including without limitation, operations, marketing, advertising, and related information and materials and that the value of this information derives not only from the time, effort and money which went into its compilation, but from the usage of the same by all the Partners of IMPT using the Marks and Licensed Methods. The Partner, therefore, agrees that other than the IMPT partnership licensed herein, neither the Partner nor any of the Partner's officers, directors, shareholders or partners, nor any member of his or their immediate fatuities, shall during the term of this Agreement have any direct or indirect controlling interest as a disclosed or beneficial owner in a "Competitive Business."

The Partner shall treat all information it receives which comprises or is a part of the Licensed Methods licensed hereunder as proprietary and confidential and will not use such information in an unauthorized manner or disclose the same to any unauthorized person without first obtaining IMPT's written consent. The Partner acknowledges that the Marks and the Licensed Methods have valuable goodwill attached to them, that the protection and maintenance thereof is essential to IMPT, and that any unauthorized use or disclosure of the Marks and Licensed Methods will result in irreparable harm to IMPT.

**15. Insurance**

The Partner shall procure, maintain, and provide evidence of:

(i) Comprehensive general liability insurance for the Partnership Location and its operations;

(ii) Automobile liability insurance covering all employees of the IMPT partnership with authority to operate a motor vehicle in an amount not less than any statutorily imposed minimum coverage;

(iii) Unemployment and worker's compensation insurance with broad form all-states endorsement coverage sufficient to meet the requirements of the law.

All of the required policies of insurance shall name IMPT as an additional named insured and shall provide for a 30-day advance written notice to IMPT of cancellation.

The Partner will provide proof of insurance to IMPT prior to commencement of operations at the IMPT partnership. This proof will show that the insurer has been authorized to inform IMPT in the event any policies lapse or are canceled. IMPT has the right to change the minimum amount of insurance the Partner is required to maintain by giving the Partner prior reasonable notice, giving due consideration to what is reasonable and customary in the similar business. The Partner's failure to comply with the insurance provisions set forth herein shall be deemed a material breach of this Agreement. In the event of any lapse in insurance coverage, in addition to all other remedies, IMPT shall have the right to demand that the Partner cease operations of the IMPT partnership until coverage is reinstated, or, in the alternative, pay any delinquencies in premium payments and charge the same back to the Partner.

**16. Governing Law**

This Agreement shall be interpreted under the laws of the of [insert country] and any disputes between the parties shall be governed by and determined in accordance with the substantive laws of the State of [Insert date], which laws shall prevail in the event of any conflict of laws.

**17. Modification.**

IMPT and/or the Partner may modify this Agreement only upon execution of a written agreement between the two parties. The Partner acknowledges that IMPT may modify its standards and specifications and operate and marketing techniques set forth in the Operations Manual unilaterally under any conditions and to the extent in which IMPT, in its sole discretion, deems necessary to protect, promote, or improve the Marks and the quality of the Licensed Methods, but under no circumstances will such modifications be made arbitrarily without such determination.

**18. Entire Agreement.**

This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements concerning the subject matter hereof. The Partner agrees and understands that IMPT shall not be liable or obligated for any oral representations or commitments made prior to the execution hereof or for claims of negligent or fraudulent misrepresentation based on any such oral representations or commitments and that no modifications of this Agreement shall be effective except those in writing and signed by both parties. IMPT does not authorize and will not be bound by any representation of any nature other than those expressed in this Agreement. The Partner further acknowledges and agrees that no representations have been made to it by IMPT regarding projected sales volumes, market potential, revenues, profits of the Partner's IMPT partnership, or operational assistance other than as stated in this Agreement or in any disclosure document provided by IMPT or its representatives.

**19. Effective Date.**

This Agreement shall not be effective until accepted by IMPT as evidenced by dating and signing by an officer of IMPT.

**20. Attorneys' Fees.**

In the event of any dispute between the parties to this Agreement, including any dispute involving an officer, director, employee, or managing agent of a party to this Agreement, in addition to all other remedies, the non-prevailing party will pay the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in any legal action, arbitration or other proceedings as a result of such dispute.

**21. Injunctive Relief.**

Nothing herein shall prevent IMPT or the Partner from seeking injunctive relief to prevent irreparable harm, in addition to all other remedies. If IMPT seeks an injunction, IMPT will not be required to post a bond.

**22. No Waiver.**

No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by IMPT or the Partner shall be considered to imply or constitute a further waiver by IMPT or the Partner of the same or any other condition, covenant, right, or remedy.

**23. No Right to Set Off.**

The Partner shall not be allowed to set off amounts owed to IMPT for Royalties, fees, or other amounts due hereunder, against any monies owed to Partner, nor shall the Partner, in any event, withhold such amounts due to any alleged nonperformance by IMPT hereunder, which right of set-off is hereby expressly waived by the Partner.

**24. Invalidity.**

If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element and, as so modified, such provision shall be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement shall not be affected by such modification.

**25. Notices.**

All notices required to be given under this Agreement shall be given in writing, by certified mail, return receipt requested, or by an overnight delivery service providing documentation of receipt, at the address set forth in the first paragraph of this Agreement or at such other addresses as IMPT or the Partner may designate from time to time, and shall be effectively given when deposited in the United States mail, postage prepaid, or when received via overnight delivery, as may be applicable.

**26. Payment of Taxes.**

The Partner shall reimburse IMPT, or its affiliates and designees, promptly and when due, the amount of all sales taxes, use taxes, personal property taxes, and similar taxes imposed upon, required to be collected or paid by IMPT, or its affiliates or designees, on account of services or goods furnished by IMPT, its affiliates or designees, to the Partner through sale, lease or otherwise, or on account of collection by IMPT, its affiliates or designees, of the initial partnership fee, Royalties, Marketing and Promotion Fees or any other payments made by the Partner to IMPT required under the terms of this Agreement.

**27. Signatures.**

This Agreement shall be signed on behalf of **AI Tokenomics Limited** by and on behalf of [Insert Partner Name] by [Insert Partner Name].

BEFORE SIGNING THIS AGREEMENT, THE PARTNER SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL. THE PARTNER ACKNOWLEDGES THAT (a) THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED HEREIN INVOLVES SUBSTANTIAL RISKS AND DEPENDS UPON THE PARTNER'S ABILITY AS AN INDEPENDENT BUSINESS PERSON AND ITS ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE BUSINESS, AND (b) NO ASSURANCE OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN GIVEN AS TO THE POTENTIAL SUCCESS OF SUCH BUSINESS VENTURE OR THE EARNINGS LIKELY TO BE ACHIEVED, AND (c) NO STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION, EXCEPT AS SET FORTH IN THIS DOCUMENT, AND IN ANY OFFERING CIRCULAR SUPPLIED TO THE PARTNER, IS BINDING ON IMPT IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

**INTENDING TO BE BOUND**, the parties have executed this Agreement as of the date first above set forth.

IMPT:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
By AI Tokenomics Limited

PARTNER:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
By [Insert Partner Name]