

Partnership agreement

Within the framework of the opening of the **FAMILY BAKERY** restaurant.

Agreement between the undersigned :

Company: NK SEEDS Representative: Melissa Lansmant, President of NK SEEDS and Co-founder of Family Bakery	Individual: Pinkeo Thymavong Representative: Pinkeo Thymavong, Co-founder of Family Bakery
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It is previously exposed what follows:

The provider NK SEEDS proposes a project which consists in opening a restaurant (Family Bakery) in the city center of Luang Prabang to collect funds to finance its actions.

NK SEEDS and PINKEO THYMAVONG are the two co-founders.

NK SEEDS is committed to pay the rent, renovation and fitting out of the premises. More, to manage the communication of this one.

The provider Pinkeo Thymavong undertakes to carry out all the administrative steps with the local authorities and once the restaurant opened, to be the manager.

It is within this framework that the Parties decided to collaborate.

It is agreed as follows:

Article 1: Purpose of the contract

The purpose of this Contract is to determine the legal and technical terms of the partnership established between the two Parties.

Article 2: Obligations of the parties

Article 2.1. Common obligations

The parties undertake to always behave towards each other as loyal partners and in good faith and in particular to inform each other of any difficulty they may encounter in the performance of this contract.

Article 2.2. Commitment of the co-founder NK SEEDS:

- NK SEEDS commits itself to advance the costs of renting, renovating and furnishing the premises
- To manage the communication and the marketing of the business
- To be honest with Pinkeo THYMAVONG

Article 2.3. Commitment of the co-founder Pinkeo THYMAVONG

- To be honest with NK SEEDS
- To make all the administrative steps with the local authorities related to the business
- Manage the staff

- Manage expenses and incomes
- Share the profits of Family Bakery with NK SEEDS in an equitable way

Article 3: Remuneration

Both partners will share the profits of Family Bakery equally.
The revenues will be divided into 3 equal parts

- 1: NK SEEDS
- 2: Pinkeo Thymavong
- 3: Restaurant management

Obviously when the profits made do not allow the restaurant to cover its expenses, the parts reserved for NK SEEDS and Pinkeo THYMAVONG will be revised.

Article 5: Termination

The present contract may be terminated in advance by either party.

*By this contract, we go for 5 years partnership.
Termination can be discuss with at least 6 months notice.*

Article 6: Declaration of collaboration

The Parties expressly declare that they are and will remain, for the entire duration of the Contract, commercial and professional partners.

Article 7: Confidentiality

Each Party shall refrain from communicating to any person, directly or indirectly, all or part of the information of any nature that may have been communicated to it by the other Party.

In the case of termination of the Contract by either Party, for whatever reason, the Parties shall refrain from using and disclosing all or part of the confidential information transmitted in the context of the performance of this Contract for a period of two years.

Done on September 6, 2022, in two copies

Co-founder NK SEEDS Signature: <i>Melisse Lapointe</i>	Co-founder Pinkeo Thymavong Signature: <i>Pinkeo Thymavong</i>
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