

MEMORANDUM OF UNDERSTANDING
BETWEEN
PARTNER.
AND
DIGITAL MARKETING TRADE.

1. **PARTIES.** This Memorandum of Understanding (hereinafter referred to as (“MOU”) is made and entered into by and between DMT Partner/Affiliate/Associate & or business Referring individual, Entity, Company & or Servicing Agency of any type (hereinafter & in above lines referred to as ”Partner”) who invoked this MOU on DMT website (s) whose electronic address is submitted at the time of invoking this MOU , and Digital Marketing Trade (hereinafter & above these lines referred to as “DMT”) whose address is 30 N Gould St Ste R Sheridan Wyoming, MI 82801.
2. **PURPOSE.** The objective of this MOU is to express the willingness of both parties to engage in efforts to promote all digital marketing aspects of business, serving mutual financial interests as well as their activities to develop and expand reciprocal relationship specific & Limited to products sales and their development.

Specific activities under this MOU will be identified through consultation between the two parties.

3. **DEFINATIONS and INTERPRETATIONS.**

- a. Client means an individual, Entity, a company, a customer or any lawful appointed person representing client directly dealing and negotiating with Partner.
- b. End –User means partner.
- c. Product means to procure a directive and or mandate to create, develop, implement, convert and repair any type of computer based application.
- d. Order means a set of instructions from PARTNER to create, develop, design, implement and or convert a concept to develop in to an operational computer application.
- e. DMT Partner means Partner/Affiliate/Associate & or business Referring individual, Entity, Company & or Servicing Agency of any type.

4. PURPOSE OF THIS MOU.

The purpose of this MOU is to continue to develop and expand a framework of cooperation between PARTNER and DMT to develop mutually beneficial business programs, projects and strategies specific to both parties business activities strictly limited to product(s) order acquired and or submitted by PARTNER and their final delivery to PARTNER.

5. TERM OF MOU.

This MOU is effective upon the day and date last invoked electronically on DMT website(s) and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties and shall remain in full force and effect for a period on one calendar year from the date received electronically by DMT. This MOU may be terminated, without assigning any reason, by either party upon one month written notice or until such time all outstanding matters financial or non-financial stand cleared between PARTNER and DMT, which notice shall be delivered by hand or by certified mail to the address listed above. In the event of non-renewal of this MOU on or before the expiry date, this MOU will be deemed enforced and automatically renewed for a similar period on all such recurrences.

6. RESPONSIBILITIES OF PARTNER:

- a. Procure deliver ,submit clear unambiguous signed orders in writing along with any other supporting documents, drawings and references (as applicable)
- b. Negotiate final deliverable product estimates and agree on final product price quote after obtaining an OK from DMT.
- c. PARTNER will be responsible for all quarries raised by DMT will assist PARTNER in answering quarries.
- d. PARTNER will be fully responsible to settle all financial matters within his/their office(s) or jurisdiction.
- e. PARTNER will pay DMT any and all Performa invoices within six working days of invoice date or otherwise on schedule as agreed in writing separately.

7. RESPONSIBILITIES OF DMT:

- a. DMT will be responsible for understanding PARTNER order functional requirements and will agree to this effect in writing.
- b. DMT will strictly adhere to product delivery deadlines set out by PARTNER unless pre-advice PARTNER six working days earlier of any delays assigning valid reasons.
- c. DMT will ensure to carry out all order revisions within the work scope of original order.
- d. DMT will have the right to revise the product price in the event of PARTNER demands out of scope work, drastic local market price hikes or any other unforeseen reasons not covered in this MOU.
- e. DMT will ensure product quality to its best.

8. **GENERAL PROVISIONS**

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and agreed by means of electronic communication by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the States of the respective countries courts.

D. Entirety of Agreement. This MOU, consisting of four pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

G. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

9. **Confidentiality**

Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form,

The Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide writing indicating that such oral communication constituted Confidential Information.

10. OBLIGATIONS OF ALL PARTIES.

Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

- 11. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

11 (A) Signature(s) of any or all parties will be mandatory only if any party disagree to electronically invoke this MOU on DMT website and do not tick the box on website in token of agreeing & abiding by the terms & conditions as set out in this MOU

[PARTNER with Official Stamp]

[Name and Title] Date

[Name and Title] Date

[Name and Title] Date

[Name and Title] Date