

AGREEMENT

This Agreement (“Agreement”) is made and entered into on this ___ day of _____, 2025, by and between:

AI Mart a business duly registered and existing under the laws of Sri Lanka, with its registered office at 43/43 Nawam Mawatha, Colombo 2, Sri Lanka (“AI Mart”),

and

_____, a company duly registered under the laws of Sri Lanka, with its registered office at _____ (“Product Owner”).

1. Agreement Period

1.1 This Agreement shall remain valid for a period of **three (3) years** from the date of execution, unless terminated earlier in accordance with Clause 9 (Termination)

2. Non-Exclusive Status

This Agreement is **non-exclusive** and serves as a preliminary framework for cooperation between AI Mart and Product Owner.

3. AI Mart Rights and Obligations

3.1 AI Mart shall:

- (a) Purchase AI Products and/or API service Tokens at their discretion from the Product Owner at a **discounted rate** mutually agreed with the product owner.
- (b) Deploy advertising and promotional campaigns to promote products and services offered by the Product Owner through the AI Store.

4. Product Owners Rights and Obligations

4.1 Product Owner shall provide necessary cooperation for integrations, technical support, and access to AI products and services as required under this Agreement.

5. Integrations

5.1 Product Owner consents to cooperate in integrating its products and services, into:

- (a) The AI Store platform operated by AI Mart;
- (b) Other interfaces, platforms, or partner ecosystems operated or collaborated by AI Mart.

5.2 Integration shall follow **mutually agreed technical, commercial, and branding arrangements**.

6. Representations & Warranties

6.1 **AI Mart** represents and warrants that it operates as a marketplace for AI products and services, and that holds full rights, title, and ownership of AI Mart.

6.2 **Product Owner** represents and warrants that:

- (a) It holds full rights, title, and ownership of its products and technologies, including all AI products and services;
- (b) Its operations comply with all applicable laws and regulations in Sri Lanka and internationally.

7. Governing Law & Dispute Resolution

7.1 This Agreement shall be governed by and construed in accordance with the laws of the **Democratic Socialist Republic of Sri Lanka**.

7.2 Any dispute arising out of or in connection with this Agreement shall be resolved by **arbitration in Colombo** under the Arbitration Act No. 11 of 1995.

8. Confidentiality

8.1 Each Party shall treat as confidential any **non-public information** received in connection with this Agreement.

8.2 Confidential information shall be used solely for performing obligations under this Agreement.

8.3 Confidentiality obligations shall survive **three (3) years post-termination**.

8.4 Exceptions:

- (a) Information publicly available not due to breach;
- (b) Information lawfully obtained from a third party;
- (c) Disclosure required by law or regulation, with prior notice where possible.

9. Termination

9.1 Either Party may terminate this Agreement prior to expiry by giving **ninety (90) days' written notice**, subject to mutual settlement of obligations.

9.2 **AI Mart** may terminate immediately if:

- (a) Product Owner materially breaches obligations and fails to remedy within thirty (30) days;
- (b) Product Owner becomes insolvent or enters liquidation;
- (c) Product Owner's products fail to comply with applicable laws and regulations;
- (d) Technical integration methodology is unworkable or deficient.

9.3 **Product Owner** may terminate immediately if AI Mart fails to fulfil their obligations under this agreement without reasonable cause or materially breaches obligations.

9.4 Termination shall **not affect accrued rights or liabilities**.

10. Miscellaneous

10.1 Neither Party may assign this Agreement without prior written consent of the other Party.

10.2 This Agreement constitutes the **initial understanding** between the Parties but does not create binding obligations beyond what is expressly set forth herein.

Signed for and on behalf of AI Mart

Name: _____

Designation: _____

Signed for and on behalf of Product Owner

Name: _____

Designation: _____