**REFERRAL PARTNER AGREEMENT**

This Non –Exclusive **Referral Partner Agreement** (the “**Agreement**”) is made and entered into on this day of (“**Effective Date**”) between,

**,** a company registered under the Companies Act, 2013 having its registered office at   (hereinafter referred to as the “**Company**” which expression shall unless repugnant to context thereof, include its successors, transferees and assigns), and

**(name of the company/ partnership/limited liability partnership/ individual/propertership)**at (address of the entity)hereinafter referred to as the “**Partner**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its Resultant Entity, successors, affiliates, partners and permitted assigns);

The Partner and the Company are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS:**

1. The Company is engaged in the business of providing (“**Business**”).
2. The Company has approached the Partner for identifying business opportunities and assisting with developing relationships for growth of the Business.

**NOW THEREFORE**, in consideration of the promises and the mutual agreement herein, the Parties agree as follows:

1. **Engagement and Services**
	1. The Company hereby engages the Partner to assist in growing its clientele by referring prospective clients to the Company and assisting in finalizing the arrangement with such clients referred (the “**Prospective Clients**”). The terms of the Services to be provided by the Partner and the roles and responsibilities of the the Company and the Partner are set out in detail in Schedule A to this Agreement (the “Services”), the complete list of which is detailed in Schedule A.
	2. A “**Referred Client**” shall mean a prospective client introduced by the Partner to the Company through its own sources or any other sources which the Partner feels suitable and with respect to whom, the Partner has assisted with arranging meetings for the Company to demonstrate its Services, negotiation and finalizing of commercial terms of the Services, and final conversion of the prospective client into a referred client of the Company.
	3. The Partner agrees and hereby undertakes that it will diligently and loyally devote its professional skills and best efforts in rendering Services to the Company and assisting the Company in expanding its business in India (the “**Territory**”).
	4. The Partner acknowledges that by virtue of this Agreement, it will have access to Confidential Information of the Company and be privy to sensitive information, such as pricing, etc.
2. **Compensation**
	1. The Company shall for a period of one year from the date of the first invoice raised by it to the Referred Client (“**Billing Period**”), except as otherwise stated in Clause 10, pay the Partner, Referral fees, agreed mutually for each Referred client service against invoices raised by the Company for its professional fees (“**Referral Fees**”).
	2. The Referral fees as per mutually agreed milestones shall be payable to the Partner by the Company after the receipt of the payment from the Referred Client. The Company, at the end of the contract, shall not be liable to pay for any cost or expense of the Partner other than any pending Referral Fees.
	3. Entitlement for Referral fee would be only on success and would be payable with-in 10 working days upon realising the payment from the respective clients.
	4. The entitlement would be payable as per the following terms and conditions:
3. Category 1 :  Lead  Providing  -  2 % on our revenue  no further co-ordination required.
4. Category 2 :   BD Support  - 5 %  to 10 % on revenue. Co ordination needed  1) signing Exclusive  mandate  in the name of Unieke Capital 2)  provide necessary support to Unieke Capital in collecting all the documents 3) ensure  once the deal is successfully closed ensure  payment  from the corporate to Unieke Capital is provided as per the agreement
5. Category 3 :  Co - Mandate holder -  15 % of Revenue    - Co ordination needed  1) signing Exclusive  mandate  in the name of Unieke Capital. Unieke capital will sign a back to back mandate with Consultant / Consultant organisation  2)  provide necessary support to Unieke Capital in collecting all the documents 3) ensure  once the deal is successfully closed ensure  payment  from the corporate to Unieke Capital is provided as per the agreement
6. **Duties & Obligations**
	1. Duties & Obligations of the Company-
		1. Upon being notified of a prospective client, the Company shall on a best effort basis, carry out meetings, presentations and pitch its services to such lead in order to convert the prospective client to a referred client.
		2. On conversion, the Company shall ensure that the Partner is informed of all discussions with a Referred Client during the Billing Period.
		3. On conversion, the Company shall ensure that it delivers services (included in
		Schedule A) committed to a Referred Client provided that programs shall only be committed to a Referred Client by the Partner with the prior written approval of the Company.
		4. The Company shall at all times during and post each closure of referred client, keep the Partner informed about any and all discussions and deals happening with the referred client for Services.
	2. Duties & Obligations of the Partner
		1. The Partner shall maintain transparency in relation to all interactions with the referred client(s), including but not limited to, fees and billing for such clients and any mark-up being charged to the clients in addition to the Company’s pricing.
		2. The Partner hereby confirms that it shall pitch the Company as Preferred partner/service provider to the referred clients, in relation to any services that form part of the Company’s portfolio. The Company’s determination on whether a service can be considered part of its portfolio/ suitably offered to the said client, shall be treated as final.
		3. The Partner shall at all times keep the Company’s Chief Executive Officer (CEO) or such other person delegated by CEO, in the loop in all its interactions with the clients.
		4. The Partner and the Company shall, during the term of this Agreement, be equally responsible for managing relationships with the Referred Clients.
		5. The Partner shall at all times endeavour to act in an ethical manner and shall not do anything to tarnish the name, image or brand of the Company or bring any disrepute to the Company or any of its directors/ officials/ employees.
		6. The Company shall at all times endeavour to act in an ethical manner and shall not do anything to tarnish the name, image or brand of the partner or bring any disrepute to the partner or any of its affiliates.
7. **No Partnership or Agency**
	1. Nothing in this Agreement shall be construed to create any relation of a partnership, joint venture or employment between the Parties or to make a Party an agent of the other Party for any purpose.
	2. The Partner understands and hereby accepts that it is an independent contractor of the Company and has no authority whatsoever to bind the Company, by contract or otherwise.
	3. The Partner shall perform the Services as per mutual discussions with the Company as to the result of such activity, but Partner shall determine, in Partner’s sole discretion, the manner and means by which the Services are accomplished, subject to the express condition that Partner shall at all times comply with applicable law.
8. **Non-Disclosure of Confidential Information**
	1. As used herein, “**Confidential Information**” shall mean any and all information disclosed by the Company to Partner (including, without limitation, any Intellectual Property, idea, discovery, development, invention, know-how, information, procedure, technique, algorithm, data, material, document, notes, manual, report, study, photograph, specification, sketch, drawing, design, schematic, prototype, product, source code, research, customer list, price list, product description, business plan, marketing plan, financial information, or work in process), whether such information is in oral, written, graphic or electronic form, and whether such information is disclosed before, on or after the Effective Date.
	2. The Partner agrees and hereby undertakes that:
		1. It shall treat all Confidential Information as strictly confidential,
		2. It shall not disclose the Confidential Information to any third party, nor disclose to any third party the fact that Partner has received the Confidential Information,
		3. It shall use the same care which a reasonable person under similar circumstances would use, which shall be no less than the care the Company uses to prevent the disclosure of the Confidential Information, and
		4. It shall use the Confidential Information solely for the purpose of providing the Services to the Company, and not for any purpose detrimental to the Company.
	3. The Partner undertakes that upon the Termination/ request of the Company, it shall immediately return to the Company all the Confidential Information received by it, including all copies thereof made by them and destroy all materials incorporating or based on the Confidential Information which were prepared by them . Both the parties shall certify to each other in writing that it has complied with the provisions of this paragraph.
	4. All Confidential Information shall remain the property of the Company and nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise for any Confidential Information.
	5. The Company shall not be deemed to make any representation, warranty, assurance or guarantee with respect to any Confidential Information disclosed hereunder, including without limitation any representation or warranty of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other rights of third parties.
	6. Each Party agrees not to publicize or disclose the existence or terms of this Agreement to any third party, without the prior written consent of the other, except as may be required by law or legal process (in which case such Party shall give prior notice to the other Party). In particular, no press releases shall be made without the mutual consent of each Party.
	7. Notwithstanding the other provisions of this Clause, neither Party shall be prevented from disclosing the Confidential Information: (i) that, at the time of disclosure, was in the public domain, (ii) that was lawfully disclosed on a non-confidential basis by a third party who is not bound by a confidentiality agreement with either Party, (iii) that is disclosed with the Parties‟ prior written approval or (iv) to the recipient of the Party‟s attorney, auditors, insurers, subcontractors and employees who shall be in need to access such Confidential Information for performance of obligations in connection with their employment (or engagement, if applicable); (v) such information as is in response to a valid and existing legal process which may be issued by a court or administrative or regulatory body.
	8. If the Confidential Information is required to be disclosed pursuant to a requirement of a legal process, the Party required to disclose the Confidential Information, to the extent possible, shall provide the other Party with timely prior written notice of such requirement and shall further coordinate with such other Party in an effort to limit the nature and scope of such required disclosure.
9. **Intellectual Property Rights**
	1. For the purpose of this Agreement, “**Intellectual Property**” shall mean any and all intangible property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired, including but not limited to patents, patent disclosures, patent rights, know-how, works of authorship, copyrights, copyright applications, copyright registrations, design, trademarks, trademark registrations, trade names, service marks, service names, logos, Internet domain names, Internet and World Wide Web URLs or addresses and all other such intellectual or proprietary material.
	2. In consideration of this Agreement, the Partner hereby agrees that every discovery, invention, improvement, design, original works of authorship, software code, secret process and other Intellectual Property shared in the course of the Partner’s engagement with the Company, in connection with or in any way affecting or relating to the Business of the Company or capable of being used or adapted for use therein, shall belong to the Company.
	3. The Partner hereby agrees and confirms that the Partner shall not, and that none of its employees, agents and/or representatives to whom the Intellectual Property has been disclosed shared, or otherwise granted access to shall, reproduce of replicate or enable any third party to reproduce or replicate such Intellectual Property.
10. **Indemnification**

Both the parties agrees to indemnify, defend, and hold harmless the other party and its officers, directors, agents, and employees (each, an “**Indemnitee**“) from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a “**Claim**” and collectively, “**the Claims**“), which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of either of the parties during the performance of this Agreement, including, without limitation, Claims arising out of or relating to any material misrepresentation or breach of warranty of any representation or any material breach of any covenant set forth in this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of an Indemnitee.

1. **Limitation of Liability**

Except for breach of confidentiality obligations and breach of Intellectual property rights under this agreement and except as otherwise provided hereunder with respect to third party claims, in no event shall either party be liable to the other for any lost profits or savings or for any indirect, incidental, consequential, special, punitive or exemplary damages in connection with this agreement or the transactions contemplated by this agreement, however caused, under any theory of liability, regardless of whether the parties have advised or been advised of the possibility of any such loss or damage.

1. **Permits and Authorizations**

The Parties represents and warrants that it has full power and authority to enter into this Agreement and to undertake the obligations and conditions contained herein. The Parties further represents and warrants that it is not under any pre-existing obligation which is inconsistent with this Agreement or which would restrict or conflict with the performance of the party’s obligations under this Agreement. The Parties shall not enter into any arrangement which would impose any obligation inconsistent with this Agreement or which would restrict or conflict with the performance of the parties obligations under this Agreement.

1. **Term and Termination**
	1. This Agreement shall be valid for two years from the Effective Date and may be extended for such additional term as maybe mutually agreed between the Parties, in writing. It may be terminated by either Party subject to three months’ prior written notice ("**Notice Period**").
	2. Upon termination of this Agreement, all rights, obligations and liabilities of the Parties hereto accrued up to and including the date of such termination and those rights, obligations or liabilities of the Parties stated to survive the termination of this Agreement shall not be affected thereby.
	3. Except where the Agreement is terminated by either Party, within three months from the Effective Date, the Partner shall pay Professional Fees, if due, to the Company, in case the Services of the Company has been effectively served ,during the Term and for a period of three months from the date of termination of the Agreement
	4. Either Party may immediately terminate this Agreement for cause by giving written notice of termination to the other if the other Party breaches any of its material obligations under this Agreement and does not cure the breach within 30 calendar days after the non-breaching Party gives written notice to the breaching Party.
2. **Non-Solicitation**
	1. Either directly or indirectly solicit, induce, recruit or encourage any of the Company’s employees, representatives, agents or consultants to terminate their employment, representation or other association with the Company, or take away such employees, representatives, agents or consultants, nor attempt to solicit, induce, recruit, encourage or take away such employees, representatives, agents or consultants, either for the Partner’s own benefit or for the benefit of any other person or entity.
	2. The Company has to right to accept or reject a client at the time of first Service discussion by the Partner. The Company-Client engagement continues to evolve and hence a static negative list cannot be provided. The Partner is free to go and pitch other services to any client and there will be no restrictions on the Partner whatsoever with respect to the same. Similarly Company may pitch for services other than those Services mentioned in Schedule A or other services provided at later date directly to the client.
3. **Force Majeure**Aasim Syed

Neither Party shall be liable to the other Party for its failure to perform or for delay in the performance of its obligations under this Agreement to the extent such failure or delay results from causes beyond its reasonable control, including, without limitation, acts of God, fires, explosions, wars or other hostilities, insurrections, revolutions, strikes, labor unrest, earthquakes, floods, epidemics or quarantine restrictions, lack of materials, unforeseeable governmental restrictions or controls, or transportation embargoes or interruptions; provided, however, that a Party must provide written notice to the other Party of such extraordinary circumstances that may prevent or delay the Party’s performance hereunder.

1. **Governing Law; Jurisdiction**
	1. This Agreement, all transactions executed hereunder, and the legal relations between the Parties shall be governed and construed solely in accordance with the laws of India and the courts of Mumbai shall have exclusive jurisdiction.
	2. The Parties agree that any dispute related to the interpretation or enforcement of this Agreement as well as the subject matter related thereto shall be resolved by binding arbitration before an arbitral panel consisting of a sole arbitrator, mutually decided by the Parties. However, if the Parties are unable to decide on a sole arbitrator within thirty days from the date the dispute arises, then the arbitral panel shall comprise of three arbitrators, one to be appointed by each Party and the third to be nominated by the two appointed arbitrators. The third arbitrator shall serve as chairman of the panel. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any other Act for the time being in force. The Parties shall share the costs of the arbitration equally. The expenses and fees incurred with respect to such arbitration shall be borne equally by the Parties. The venue of arbitration proceedings shall be at Mumbai, India. All arbitration proceedings shall be conducted in English. The arbitral award may be enforced in the courts of Mumbai.
2. **Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then the remainder of this Agreement shall remain in full force and effect. In the event any such provision previously held to be invalid, illegal, or unenforceable, is thereafter held by a court of competent jurisdiction to be valid, legal, or enforceable, then said provision shall automatically be revived and incorporated into this Agreement.

1. **Assignment**

Neither Party shall assign this Agreement, or any right or obligation thereunder, to any third party without the prior written consent of the other Party.

1. **Modification**

This Agreement may not be altered or modified except in writing, duly executed by an authorized representative of both Parties.

1. **Notices**

All notices, requests or other communications to any Party shall be sufficient if contained in a written instrument delivered in person, sent by e-mail with confirming copy sent by registered or certified mail or sent by overnight courier, addressed to such Party at the address set forth below or such other address as may be designated in writing:

|  |  |
| --- | --- |
| **(Name of the company)** | **Partners’ name** |
| (Address of the company) | Address of the partner  |
| Kind Attn:(CEO/COO of the co.) | Kind Attn:**(partner)** |
| e-mail: (of the CEO/COO) | e-mail: of partner |
| Phone No.:  | Phone No.:  |

Any notice sent in compliance with this section shall be effective upon the date of delivery if delivered in person, upon the date of confirmed transmission if sent by fax or e-mail, or upon the date received if sent by overnight courier.

1. **Survival**

Upon termination of this Agreement, all rights and obligations of the Parties shall terminate forthwith, save for the rights and obligations of the Parties under Clauses 5 (Non-Disclosure of Confidential Information), Clause 7 (Term and Termination) 8 (Non—Solicitation), Clause 13 (Governing Law and Dispute Resolution), Clause 17 (Notices) and Clause 18 (Survival) of this Agreement and all such provisions of this Agreement that expressly or by their nature survive termination.

1. **Entire Agreement**

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior arrangements, agreements or understandings with respect to such matters. No course of performance or prior dealings nor any custom or usage of trade shall be relevant to supplement or explain any terms used in this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the day and year first above written.

|  |  |
| --- | --- |
| For and on behalf of (the company)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name:****Designation:****Date:** | For**(partner)**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name:****Designation:****Date:** |

**SCHEDULE A**

**Partners Services**

|  |  |
| --- | --- |
| One Year Referral (One time) | Commission Rate  |
| Per Sign up |  |

**Part 1**

**Roles and Responsibilities**

1. The Partner shall work with Company’s management to finalize a marketing and sales plan.
2. It shall identify Prospective Clients, and the decision makers within the Prospective Client organization.
3. It shall identify opportunities for campaigns, services, and distribution channels that will lead to an increase in sales for the Company and assist the Company in executing such opportunities.
4. It shall set up meetings between Prospective Client’s decision makers and Company.
5. It shall follow up with decision makers and provide them all the information required to convert the proposal into a Referred Client.
6. It shall undertake research and build relationships with Referred Clients.
7. It shall participate in pricing the solution/service.
8. It shall work with Company to design necessary changes to service offering based on feedback from the market.
9. It shall present to and consult with mid and senior level management on business trends with a view to developing new services, products, and distribution channels.
10. It shall constantly work with the Company to assist in improving the client experience and also advise on retention of Referred Clients.

**COMPANY SERVICES**

( To be mentioned by the company…..)

Any new programs developed by the Company and notified to the Partner as available for Sale.