**REFERRAL AGREEMENT**

This Referral Agreement (“the Agreement”) is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_

**BETWEEN:**

**FUNDALL TECHNOLOGY SOLUTIONS LIMITED** a private limited liability company duly registered in Nigeria under the relevant laws of the Federal Republic of Nigeria with RC No11567663and with its office at The Abebi 23B Tinubu Close off Coker Road Ilupeju Lagos (‘the **Company**’) of the first part.

**AND:**

xxxx travel Agent (“the Referrer”) a private limited liability company duly registered in Nigeria under the relevant laws of the Federal Republic of Nigeria with RC No \_\_\_\_\_and with its office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_(‘the Company’) of the other part.

The parties may be referred to individually as "**Party**" and collectively as the "**Parties.**"

**WHEREAS**

1. The Company is a financial technology company that renders all services relating information technology including but not limited to consulting and software development.
2. The Company desires to receive certain referrals and introductory services described in this Agreement from the Referrer.
3. The Company has agreed to engage the referrer as an Independent Contractor to perform such Services and the Referrer hereby agrees to provide such services to the Company.
4. **APPOINTMENT**

The Company hereby appoints the Referrer to provide the following services to the Company. The Referrer is to:

1. Refer its customers to the Company, who are desirous of accessing Personal loans.
2. Take steps to transmit interested customers to the Company along with their relevant contact details.
3. **INDEPENDENT CONTRACTOR**

The Parties agree that the Referrer is an independent contractor, and nothing contained within this Agreement shall be construed to form any partnership, joint venture, agency, franchise, or employment relationship with the Company.

1. **NON-EXCLUSIVITY**

Nothing in this Agreement shall be deemed to create an exclusive relationship between the Company and the Referrer. The Company is not precluded from working with other Referrers and may hire additional Referrers should it choose to do so.

1. **DUTIES OF THE REFERRER**
2. Throughout the term of this Agreement, the Referrer shall make reasonable efforts to refer customers to the Company’s loan services, in particular, the Company’s Fund Me loan. It shall refer and transmit potential customers and associates for the Company’s services. The Referrer will respect and comply with all current practices and procedures regarding the referral of clients to the services.
3. The Referrer shall only claim a Commission for Customers with whom the Referrer has had direct personal contact and to whom the Referrer has recommended the services, and those customers shall make use of the Company’s loan services.
4. **DUTIES OF THE COMPANY**

The Company undertakes to pay Commissions to the Referrer as at when due and when all existing conditions have been met.

1. **COMPENSATION**

Under the terms of this Agreement, the Company will pay the Referrer a Commission for each Customer referred, which amounts to 0.5% of the loan approved for the Customer.

The Commission will be paid in full by the Company, upon the repayment of the agreed interest on the loan by the referred customer and payment of this Commission will be made no later than five working days after the repayment.

1. **PAYMENT CONDITIONS**

Referral customers will not be considered accepted by the Company and the Company will have no obligation to pay hereunder, unless a contract is signed, and the loan has been approved by the Company.

1. **CONFIDENTIALITY**

In the course of performing these Services, the Referral may have access to certain confidential or proprietary information of the Company.

The information considered confidential includes all information concerning the Company, the products, the customers, the strategies, the marketing, the systems, the technology, the financial affairs, the accounting, the statistical data owned by the Company and any other proprietary and trade secret information of the Company in oral, graphic, written, electronic or machine-readable form.

The Referrer undertakes to keep all company confidential information strictly confidential and must not, without express prior written consent of the Company

1. Disclose such confidential information to third parties
2. Use such confidential information whatsoever for any purpose, other than for the performance of its obligations hereunder.

The obligations under this section survive the termination or expiration of this Agreement.

1. **TERMINATION**

This Agreement may be terminated at any time by either Party upon thirty (30) days written notice to the other Party. Upon termination, the Company shall pay the Referrer all compensation due and owing for referrals made prior to the date of termination, but not yet paid.

1. **INDEMNITY**

The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying Party, or its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either Party.

1. **FORCE MAJEURE**

In the event that the Confidential information is unintentionally leaked or lost by the Influencer as a result of a force majeure event (being defined for the purpose hereof as any riot, storm, fire, explosion, act of God, war, act of terrorism, action of any government or any other cause beyond the reasonable control of either of the Parties that renders impossible the performance of that Party’s obligations hereunder), that Party shall not be held liable for such leak or loss.

1. **SEVERABILITY**

In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

1. **WAIVER**

The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

1. **GOVERNING LAW**

The terms of this Agreement shall be construed and governed by the laws of the Federal Republic of Nigeria.

1. **DATA PROTECTION**

The Parties acknowledge that in the course of performing this Agreement, they shall have access to some personal data. Accordingly, each Party shall comply with all the obligations imposed on a Data Controller/Data Administrator as provided under the Nigeria Data Protection Regulation ("NDPR") as well as other applicable data protection laws and in particular, each Party shall:

1. ensure that it has all necessary notices and consents in place to enable lawful processing of personal data;
2. process personal data only for lawful purposes and not disclose or allow unauthorized disclosure of or access to personal data;
3. retain personal data in compliance with applicable laws and as may be required for the purpose of performing any obligation under this Agreement;
4. ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, any personal data; and not transfer any personal data outside Nigeria unless it complies with the provisions of the NDPR on transfer of personal data outside Nigeria.
5. Both parties consent to the collection, processing, storage and use of personal data shared with the other Party for the performance of this Agreement and for other lawful purposes relating to this Agreement; and the Referrer shall take appropriate, reasonable, technical and organizational measures to prevent the loss of damage to or unauthorized destruction of data and the unlawful access to or processing of data.
6. **DISPUTE RESOLUTION**

Any dispute arising under this Agreement which the Parties are unable to resolve amicably within seven (7) days shall be referred to for mediation in accordance with the Lagos State Multi-Door Court Law 2007. The mediation shall be conducted by a single mediator appointed by both parties. The seat of the mediation shall be Lagos, Nigeria, and the language of mediation shall be English.

**IN WITNESS WHEREOF** the Parties have executed this Agreement, effective as of the day and year set out above.

Signed for and on behalf of **FUNDALL TECHNOLOGY SOLUTIONS LIMITED**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: Abimbola Shopeju**

**Designation: Managing Director**

Signed for and on behalf of **the Referrer**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name:**

**Designation:**