

MUTUAL REFERRAL AGREEMENT

This MUTUAL REFERRAL AGREEMENT (hereinafter referred to as “**Agreement**”) is made and entered into at Delhi on _____ (“**Execution Date**”) and made effective from _____ (“**Effective Date**”) by and between:

RichHarbor LLP, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at 716, 7th Floor, ILD Trade Centre, Sector 47, Gurugram, Haryana – 122018

(herein after referred to as “**Richharbor**” which expression, unless repugnant to the context and meaning thereof, shall deem to mean and include its successors and permitted assigns) of the **First Part**;

AND

_____, a company incorporated under the Companies Act, 2013 having its registered office at _____ (hereinafter referred to as the “_____” which expression unless repugnant to the context and meaning thereof shall deem to mean and include its heirs, executors and administrators / its successors and permitted assigns) of the **Other Part**.

In this Agreement, unless the context otherwise requires, _____ and **Richharbor** shall hereinafter be jointly referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

A. _____ is in the business of _____.

B. **Richharbor** is engaged in the business of **Financial Services dealing with private secondary transactions**.

C. The Parties wish to enter into an agreement with each other wherein _____ & Richharbor will refer potential clients/customers for investment or wealth management services and/or other products or services on their own or through their business partners (hereinafter referred to as “**Potential Clients**”) for Potential Clients to invest in Secondary Market Products (hereinafter referred to as “**Services**”).
_____ and Richharbor have expressed interest in referring/introducing potential clients/ customers to each other respectively.

D. This Referral Agreement sets forth the terms of each Party, and is being executed on each Party’s specific assurance and declaration that it is competent to sign the Agreement and perform duties and discharge obligations, as defined hereunder and have not been barred by any law to undertake business activities detailed in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Duties and Obligations of Parties

1.1 The Parties agree to refer/introduce appropriate Potential Clients to each other in accordance with this Agreement (“**Referral Services**”). The Management Consultancies/introductions may be made during the term of this Agreement for Secondary transaction or Secondary AIF Folios (hereinafter referred to as “**Products**”) agreed under this Agreement, subject to any extension which may be agreed in writing between the Parties under this Agreement.

1.2 The parties agree not to engage in negotiations or make any representations or commitments with/to such Potential Clients about or on behalf of each other’s Party.

- 1.3 The parties agree to make clear to the Potential Clients that they are only referrers to specific Products and their obligations under this Agreement are limited only to the Referral Services.
- 1.4 The Parties hereby understand and agree that in performing its obligations hereunder, the Parties are acting as an independent contractor, and not as an employee, agent or representative of the other Party, or any of its affiliates/ directors/ employees/ representatives.
- 1.5 The Parties expressly agree and understand that nothing contained in this Agreement shall entitle them or gives them, the status of sub-broker/ authorized representative of the other Party or its subsidiary / affiliates, and any such activities or actions by either Party shall be deemed to be illegal and unauthorized.
- 1.6 The Parties hereby agree to make all required disclosures under any applicable laws or regulations to their Potential Clients with respect to their respective obligations under this Agreement.
- 1.7 The Parties shall assist each other in carrying out necessary checks to verify the Potential Clients' identity, address and financial status referred/ introduced by each other, in accordance with the Know-Your-Customer ("KYC") laws and regulations or any other applicable laws.
- 1.8 The parties understand and agree that they are not entitled to use letterhead or business cards of each other indicating their association.
- 1.9 The parties shall be entitled to reject / approve any Potential Clients referred by other at its sole discretion, as the case may be, and shall not question any decision taken by the other party in this regard.
- 1.10 The parties agree that this arrangement is not a joint venture and does not make each other a co-trustee or partner or joint venture counterparties. The sole purpose of this arrangement is to facilitate reference / introductory contacts between Potential Clients referred by each other for the transaction.
- 1.11 In performance of its obligations under this Agreement, both parties shall comply and be fully consistent with all laws of India and all regulations, guidelines and restrictions applicable to it (whether imposed by law or by regulatory authorities).
- 1.12 It is agreed and understood by both parties that any direct arrangement between the parties and the Potential Clients and/or the Potential Clients shall be outside the scope of this Agreement and either party is in no way privy to the said arrangement. The parties understand that they shall be directly responsible to the Potential Clients regarding any such direct arrangement outside the scope of this Agreement and that it cannot bind either party for this purpose or for any other purpose whatsoever. It is further agreed that neither party shall access or approach the Potential Client post rejection of the said lead referred by the other party for a further period of six months from the date of such reference by the other party.
- 1.13 This Agreement sets forth in full Richharbor's, and the _____'s understanding of arrangement being entered into under this Agreement. There are no promises, undertakings, representations or warranties by either Party relative to the subject matter hereof not expressly set forth or referred to herein.
- 1.14 The parties shall be liable to each other for losses arising as a result of negligence, fraud or default by either party or any of the party's employees or agents in the performance of its obligations under this Agreement.
- 1.15 The parties understand and agree that they shall be solely responsible for obtaining any approvals, permits, regulatory authorization or licenses and giving all necessary notices and making all necessary registrations which may be necessary to carry out the transaction hereunder, including without limitation, all approvals required under the laws and regulations.

2. Representations and Warranties

- 2.1 Richharbor warrants and represents that:

- a) It has the relevant authorizations, approvals, registrations and licenses as are required to enter into and perform the Services and its other obligations under this Agreement and will at all times maintain any authorizations, approvals, registrations or licenses required to perform the Services.
- b) This Agreement constitutes legal, valid and binding obligations of Richharbor, enforceable in accordance with their terms.
- c) The execution, delivery and performance of this Agreement shall not contravene any provision of the constitutional documents of Richharbor and/or all governmental or other consents, and all approvals requisite for the execution, delivery and performance of this Agreement are in full force and effect.
- d) It will obtain such consents as may be necessary from the Potential Clients for furnishing information to _____pertaining to the Potential Clients.

2.2 _____represents and warrants that:

- a) It has the relevant authorizations, approvals, registrations and licenses as are required to enter into and perform the Services and its other obligations under this Agreement and will at all times maintain the same to perform the Services.
- b) This Agreement constitutes legal, valid and binding obligations of _____, enforceable in accordance with their terms
- c) The execution, delivery and performance of this Agreement shall not contravene any provision of the constitutional documents of _____and/or all governmental or other consents, and all approvals requisite for the execution, delivery and performance of this Agreement are in full force and effect.
- d) It will obtain such consents as may be necessary from the Potential Clients for furnishing information to Richharbor pertaining to the Potential Clients.

3. Fees and Payment

- 3.1 In consideration of the Referral Services to be performed by the Parties under this Agreement, the Parties agree to pay Fees/Commission to each other as agreed between the Parties from time to time.
- 3.2 It is agreed that the Fees payable under this Agreement may be amended as may be mutually agreed between the Parties from time to time in writing through execution of an addendum which shall then form an integral part of this Agreement.
- 3.3 The Fees/Commission shall be subject to the relevant provisions of the Income Tax Act 1961 and other applicable laws.

4. Indemnity

- 4.1 The parties hereby agree to, and shall indemnify and keep indemnified and hold harmless each other and its directors, officers, employees and agents (each an **"Indemnified Party"**) on demand from and against any and all actions, proceedings, litigation, suits, disputes, claims, demands, losses, damages, outgoings, costs and expenses whatsoever (including legal and professional fees and expenses incurred or to be incurred or likely to be suffered by either parties in defense or otherwise towards protection of its interests) (each a **"Loss"**) which may be made, claimed or brought against or suffered or incurred by either parties arising out of:
 - (a) any claims of infringement of intellectual property rights.
 - (b) violation of applicable laws;
 - (c) any claim on account of an alleged breach of confidentiality and security of data occurring as a result of acts of omission or commission of either party;
 - (d) breach of the terms of this Agreement which are not cured within a specified time as given below, fraud, willful default, gross negligence, omission or act of commission performed by both parties during the tenure of this Agreement.

The provisions of this clause shall survive the termination and expiry of this Agreement.

- 4.2 Notwithstanding anything foregoing, in respect of all matters contained in this Agreement, the maximum liability of either parties in terms of this Clause shall not exceed an amount equivalent to the Fees/Commission received by either parties to each other as per the terms of this Agreement for a period of one (1) month immediately preceding any claims and both the Parties acknowledge that this is reasonable assessment of risk and liabilities.

5. Term and Termination

- 5.1 This Agreement shall commence from the Effective Date, and be valid unless terminated in the manner as provided herein.
- 5.2 This Agreement may be terminated by either Party immediately upon giving notice in writing to the other Party upon the occurrence of any one or more of the following events (each an **“Event of Default”**), or any event similar thereto, and without prejudice to any of its rights under the Agreement accruing previous to termination becoming effective:
- a) if the other Party commits any breach of any of the terms and conditions of this Agreement or if the other Party commits a material breach of this Agreement and (if such breach shall be capable of remedy) the said other Party fails, within 15 (fifteen) days of receipt of notice requiring it to do so, to make good such breach;
 - b) a license, approval, authorization or consent held by the other Party, which is required for the performance of the other Party’s obligations under this Agreement and which has been granted or given by any relevant authority, is terminated or suspended;
 - c) if the other Party engages in fraud or other illegal or unethical activities, or in any activity which the first Party, in its reasonable judgment, believes could adversely affect the reputation of the first Party;
 - d) if the other Party enters into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction) or makes an assignment for the benefit of, or compounds with, its creditors or has a manager or receiver appointed in respect of all or any part of its business or a petition for winding-up, bankruptcy or administration of the other Party is filed and not discharged or stayed within 30 (thirty) days or other Party ceases to carry on any part of its business or threatens to do any of these things;
 - e) if any distress, attachment, execution or other legal process is levied or enforced against any assets of the other Party and is not discharged or stayed within 30 (thirty) days;
 - f) any adverse finding is made in respect of, or official sanction imposed on, the other Party by any relevant regulatory authority which would be likely to adversely affect the ability of such other Party to perform its obligations under this Agreement; and/or
 - g) a relevant regulatory authority has held, or is reasonably likely to hold, the other Party to be in breach of any regulatory or other duties in relation to this Agreement.
- 5.3 This Agreement may otherwise be terminated without cause by either Party on giving not less than 30 (thirty) days prior written notice to the other Party.
- 5.4 Termination of this Agreement shall be without prejudice to the accrued rights and obligations of the Parties and shall not affect the completion or settlement of any transactions, which have then already been initiated in accordance with this Agreement.
- 5.5 Any terms, rights or obligations intended by their nature to survive termination of this Agreement, shall so survive.

6. Confidentiality

- 6.1 The Parties will, both during and after the termination of the relationship under this Agreement between the Parties, treat as confidential any information learnt or obtained about, or as shared by the Parties for the purposes of this Agreement and/or in the course of and/or pursuant to this Agreement and the activities contemplated hereunder (such information including as to either Party’s businesses, products, investment or other strategy or holdings, either Party’s associated entities, and information obtained through either Party with regard to confidential data or information of third parties which either Party may share with the other Party as such Party is authorized by such third parties, hereinafter described for the purposes of this Agreement as **“Confidential Information”**).

- 6.2 Except in accordance with the provisions hereof, the Parties will not disclose or permit disclosure of any Confidential Information to any third party without either Party's prior written consent. These obligations shall not apply to information which: (i) is, or becomes, known to the public otherwise than through a breach by or on account of either Party of the terms of this Agreement; (ii) is received by either Party from a third party entitled to disclose it; (iii) is disclosed with the prior written consent of the disclosing Party; (iii) was independently developed by either Party.
- 6.3 The Parties may disclose the Confidential Information to comply with any law, order, judgment, decree, or any rule, regulation, request or inquiry of or by any government, court, administrative or regulatory agency or commission, other governmental or regulatory authority, or any self-regulatory body (including any securities exchange) (any of the foregoing, a "Governmental Requirement").
- 6.4 If a Party is advised that a disclosure is a Governmental Requirement, the said Party agrees to consult with the other Party prior to making such disclosure, to the extent permissible, i.e., unless such action on the part of the said Party would violate or conflict with applicable law, so that the other Party may seek an appropriate protective order, if it so desires, within the time stipulated to the said Party to make disclosure. In any event, the said Party may disclose only that portion of the Confidential Information as is legally required, and shall inform the relevant competent authority that the said Party holds such Confidential Information under an obligation of confidentiality.
- 6.5 The provisions of this clause shall survive termination or expiry of this Agreement.

7. Notices

All notices, requests and other communications to any Party hereunder shall be in writing and signed by or on behalf of the Party giving it, and shall be given to such Party at its address or as such Party may hereafter specify to each Party. Each such notice, request or communication shall be effective:

- a) If delivered by air courier service, 72 hours after such communication is delivered to the courier service, shipping charges paid and properly addressed to the other Party, and
- b) If given by any other means, when delivered at the address specified herein.

For the attention of: _____
Address: _____

Richharbor

For the attention of: Chief Executive Officer

Address: 716, 7th Floor, ILD Trade Centre, Sector 47, Gurugram, Haryana – 122018

info@richharbor.com

cc: coo@richharbor.com

8. Governing Law

8.1 This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Republic of India.

8.2 The Parties hereto consent to the exclusive jurisdiction of the Courts in Bangalore.

9. Arbitration

9.1 Notwithstanding under this Agreement, all disputes, differences and / or claims arising out of this Agreement or in any way touching or concerning or relating hereto, or as to constructions, interpretation thereof or otherwise in relation hereto, or as to the right and liabilities or any term, condition or provision herein mentioned or the construction or interpretation, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof

for the time being in force. The arbitration shall be conducted by a sole arbitrator appointed by both the Parties mutually in writing.

9.2 The award of the arbitrator shall be final, conclusive and binding upon the Parties.

9.3 The arbitration proceedings shall be conducted in the English language, and the venue of the arbitration shall be Delhi.

10. Entire Agreement

This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

11. Amendment

This Agreement may be amended only by written agreement of the Parties hereto.

12. Assignment

Neither Party shall be entitled assign any of its rights and obligations under this Agreement without the prior written consent of the other Party.

13. Binding Effect

The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors, heirs and permitted assigns.

14. No Third-Party Rights

None of the provisions of this Agreement shall be for the benefit of or enforceable by any Person that is not a party hereto.

15. No Waiver

The waiver by the Parties of any breach of any term of this Agreement has to be express. No delay in exercising, or omission to exercise any right, power or remedy accruing to a Party upon any default under this Agreement, shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default; nor shall the action or inaction of a Party in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Party in respect of any other default. The rights and remedies provided under this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

16. Severability

If any provision of this Agreement is held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of this Agreement shall be enforceable in accordance with its terms; provided, however, that this Agreement continues to reasonably and substantially reflect the intent of the Parties expressed herein taking into account the exclusion of such unenforceable provision.

17. Relationship of Parties

The relationship between Richharbor and _____ arising out of this Agreement, shall be on a principal-to-principal basis and nothing herein contained shall be deemed to create or constitute a

principal – agent relationship, employer- employee relationship, partnership, joint venture or any other association between the Parties hereto.

18. Force Majeure

Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, floods, earthquakes, epidemic, pandemic, riots, terrorist attacks and other similar events, provided that, as a condition to the claim of non- liability, the Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

19. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original but which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been entered into on the date first above written.

SIGNED AND DELIVERED

by _____
as an authorized signatory of

/s/

SIGNED AND DELIVERED

by Mr. Ram Kumar Jaiswal
as an authorized signatory of

RICHHARBOR LLP

/s/