

PARTNER AGREEMENT

This Agreement ("**Partner Agreement**") is entered by and between:

UJustBe Enterprise, a duly registered partnership firm represented by its Partner a duly registered partnership firm represented by its Partner **Mrs. Kavita Ubhe**, having its registered office at 3/314 Oshiwara Shantivan 'C' CHSL, Off New Link Road Oshiwara, Andheri(West), Mumbai – 400 053, hereinafter referred to as ("**UJustBe**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), and

Amey Juvekar, an individual residing at B-32, Thane, hereinafter referred to as ("**Partner**") which expression shall, unless it be repugnant to the subject or context thereof, include his/its successors)

UJustBe and **Partner** may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS :-

A. UJustBe has developed and launched a mobile application ("**UJustBe APP / APP**"). The APP is a referral platform to provide its registered members ("**Registered Partners**") opportunities to earn active and passive referral fees by passing business referrals to other Registered Partners who have showcased their business/ services on the Platform ("**Listed Partner**").

B. The referrals are provided by other Registered Partners on the APP.

C. Registered Partner may refer any business opportunities to the Listed Partners on the APP/ Platform.

D. For every successful reference which has been converted into a business for such Listed Partner ("**Deal**"). The Listed Partner is obligated to pay a referral fees as a % (percentage) of the Deal price ("**Deal Value**") or a certain fixed amount ("**Referral Fees**"). The Referral Fees shall be payable by the Listed Partner within 10 working days from the date of on receipt of the Deal Value or and.

E. The Referral Fee is distributed amongst registered partner(For passing the referral), Mentor of same partner, Mentor of the Listed Partner who paid referral fee for particular Referral and UJustBe.

F. The purpose of this Partner Agreement is to establish the terms under which Partner shall be affiliated/associated/ registered with UJustBe. UJustBe and Partner agree as follows:

NOW THEREFORE THIS PARTNER AGREEMENT WITNESSETH AS UNDER :

1. **REGISTRATION** :- Partner shall be registered on the APP only if it/he/she is a registered UJustBe Partner and has provided the details and documents as has been specified and in the form as designed by UJustBe and fulfils the criteria of registration including payment of the registration fees.

2. **TERM/TERMINATION** :- This Partner Agreement shall continue in full force and effect until terminated by either party hereto. Either party, at will, may terminate this Partner Agreement by notifying the other party in writing of the desire to so terminate. Failure of Partner to comply with the requirement of this Partner Agreement or the General Terms of Use or where the Partner's review rating is an issue for the Platform, these shall cause this Partner Agreement liable to be terminated by UJustBe without notice.

3. FEES

a. **To UJustBe Platform** :- UJustBe shall charge a nominal fees at the time of registration. However, this fees would be adjusted from the Referral Fees to be paid to the Partner for a successful referrals.

b. **To Partner** :-

- i. Currently the Referral Fees received by UJustBe is apportioned amongst partner, Mentor of same partner, Mentor of the Listed Partner who paid referral fee for the particular Referral and UJustBe in 50:15:15:20 ratio respectively. However, this ratio may be amended in future with due notice. Such amendment in the ratios shall be prospective in nature and shall not impact the deals already carried under the aforesaid agreed %.
- ii. The Partner shall be entitled for its share in the Referral Fees and the same shall be due and payable by UJustBe only on receipt of the same from referred customer.
- iii. UJustBe shall share/ transfer/ pay the entitled portion of the Referral Fees to Partner within 10 working days from the date of receipt of the same from the Listed Partner.
- iv. The Referral Fees will be for every purchase order from new or existing customers referred by the Partner to the Listed Partner.

4. WARRANTIES AND DUTIES OF PARTNER -

Partner Warrants that :

- a. It has full capacity to enter into this Partner Agreement;
- b. That the business opportunities as may be referred by Partner to the Listed Partner are from known and reliable sources and have not been gathered from general advertisements.
- c. It shall use the APP only to fulfil its objectives of business referrals and shall do that in compliance with the terms of this Partner Agreement;
- d. As between the parties, all rights, title and interest (including all intellectual property rights) of UJustBe shall remain UJustBe's exclusive property. It shall not claim any right of whatsoever nature on the intellectual property rights of UJustBe including but not limited to the Trademark of UJustBe or the database.

Partner agrees that :

- a. It shall conduct its activities in accordance with this Partner Agreement, as amended from time to time;
- b. It shall not enter into any direct deal with the Listed Partners listed on the APP outside the APP without knowledge of UJustBe.
- c. Not create or impose any liability on UJustBe;
- d. It shall always be in compliant with the General Terms of Use as provided and agreed on the UJustBe APP and this Partner Agreement.
- e. It shall be sole responsibility of the Partner for any and all claims with respect to the business opportunity being introduced by the Partner. However, verifying the business opportunity, quantum, payment and payment terms etc. shall be done mutually between the customer and Listed Partner.

5. WARRANTIES AND DUTIES OF UJUSTBE

UJustBe Warrants that :

- a. It has full capacity to enter into this Partner Agreement;
- b. It shall not claim any right of whatsoever nature on the intellectual property rights of the Partner including but not limited to the Trademark of Partner.

UJustBe agrees that :

- a. Coordinate with Listed Partner for the follow-up necessary to fulfil the terms of this Partner Agreement;
- b. Provide confirming data as may be available to it to Partner regarding each referral.

c. UJustBe is committed to protecting the integrity of its network data and no data will be disclosed or used without the written permission of the UJustBe Partner involved, unless previously agreed to in the Partner/ Listed Partner Agreement as the case may be.

d. Partner shall not be responsible in any manner whatsoever for any payment delays or non-payment to the Listed Partner by the customer.

6. CONFIDENTIALITY :- The parties agree that the files maintained by UJustBe, this Partner Agreement, all correspondence, customer lists, papers, documents, computer software, marketing, training, educational, and any other materials, including copies thereof made by or for Listed Partner, furnished to Listed Partner by UJustBe is confidential business information ("**Confidential Information**") and the sole property of UJustBe. In the event the association between UJustBe and Partner should expire or terminate for any reason, Listed Partner shall promptly return all such Confidential Information to UJustBe. Partner further agrees, during the term and at all times after termination or expiration of this Partner Agreement, not to directly or indirectly furnish or disclose to any person or entity any Confidential Information without UJustBe's prior written consent. After said termination or expiration, Partner shall not use any Confidential Information to his or her own advantage or to the advantage of any other person or entity

7. LIMITATION ON AUTHORITY :- Partner shall have no authority to bind UJustBe by any acts, omissions, statements, promises or representations unless specifically authorized to do so in writing by UJustBe. UJustBe shall not be liable to Partner or responsible to other persons or entities for any expenses incurred by Partner or for any of Partner's acts.

8. INDEMNIFICATION :- Partner agrees to indemnify UJustBe and hold it harmless from all claims, demands and liability, including costs, attorney fees, and damages of any nature, to which UJustBe may be subjected by reason of any conduct, act and/or omission by Partner, or misrepresentations or promises made by Partner, including, without limitation, acts which may be deemed to be outside the scope of this Partner Agreement.

9. NOTICE :- Any notice required or permitted to be given under this Partner Agreement shall be given in writing and shall be emailed, sent by certified or registered mail or sent to the (a) Partner as set forth later in this Partner Agreement, or at such address or e-mail address as it may have specified in writing to UJustBe, and (b) to UJustBe at the below address or at such location as UJustBe shall have specified in writing to Partner as its principal office.

UJustBe Enterprise

3/314 Oshiwara Shantivan 'C' CHSL,
Off New Link Road, Oshiwara,
Andheri(West),
Mumbai – 400 053, India
connectujustbe@gmail.com

10. GOVERNING LAW :- The Parties agree that this Partner Agreement, and any disputes arising out of or related to this Partner Agreement, shall be governed by, construed, and enforced in all respects in accordance with the laws of India. The Courts at Mumbai shall have exclusive Jurisdiction. In the event of any matter under this Partner Agreement is litigated between the parties, this Partner Agreement shall be suspended till the conclusion of the litigated matter.

11. INTERPRETATION :- This Partner Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Partner Agreement. The headings of the Sections contained in this Partner Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Partner Agreement.

12. MISCELLANEOUS PROVISIONS :- (a) This Partner Agreement (including the membership Criteria, and any addenda thereto) constitutes the entire Agreement between the Parties. No other warranties, representations, undertakings or promises, whether oral, implied or otherwise, have been made by either party hereto. This Partner Agreement supersedes all prior agreements between the Parties, written or oral. (b) As a condition of affiliation with UJustBe, Partner consents and agrees that UJustBe may use Partner's name and information regarding any public transaction involving Partner in UJustBe's marketing and advertising, including, without limitation, brochures, newsletters, emails, and websites. Partner may withdraw this consent by notifying UJustBe, in writing, as detailed in Section