

WHITE LABELLING SERVICES AGREEMENT

SARVAYA X {}

This White Labelling Services Agreement ("**Agreement**") is entered into on this ____ day of _____, 20 ("**Effective Date**"), by and between:

SARVAYA, a company registered and operating under the laws of India, with its principal place of business at [Insert Full Address] ("**Company**" or "**SARVAYA**"),

AND

[**Freelancer/Agency Name**], having its principal office at [Insert Full Address] ("**Partner**").

Together, the "**Parties**" and individually, a "**Party**".

1. Purpose

This Agreement outlines the terms and conditions under which SARVAYA will provide white-labelled services to the Partner either as a backend service provider or through a referral-based relationship. This enables the Partner to present SARVAYA's services under their own brand or refer leads directly to SARVAYA in exchange for commissions.

2. Engagement Models

SARVAYA offers two distinct collaboration structures:

2.1 Option 1: Full Project Management by Partner (White Label Delivery)

Under this model:

- SARVAYA will provide a **fixed quote** for the scope of work shared by the Partner.
- The Partner may independently **quote any price** to their client and retain the margin.
- The Partner shall act as the **only point of contact** with the client and shall be responsible for:

- Client acquisition and onboarding
 - Requirement gathering and finalization
 - Communication and feedback loop
 - Sharing of all creative assets and approvals
 - Payment collection from the client
 - SARVAYA will:
 - Work solely in the backend and deliver all work to the Partner.
 - Remain completely anonymous and invisible to the client.
 - Use **unbranded personal emails and untraceable communication tools** (e.g., personal WhatsApp, Telegram, etc.) to prevent any association with SARVAYA.
 - The Partner is required to **keep SARVAYA informed and included in all communications** (as blind CC, group chats, or summary forwards) for quality and process control.
 - SARVAYA will **never communicate directly with the client** under this model unless expressly authorized by the Partner.
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2.2 Option 2: Referral-Based Model (Commission for Client Conversion)

Under this model:

- The Partner refers a potential client to SARVAYA with relevant information and context.
- SARVAYA takes full responsibility for:
 - Lead nurturing, requirement scoping, and proposal generation
 - Project execution, delivery, and support
 - Client communication, updates, and coordination
- SARVAYA will maintain **complete transparency** by:



- Sharing the **exact proposal**, invoice, and business agreement sent to the client with the Partner.
- Offering ongoing visibility on project status, milestones, and payment collection.
- The Partner shall receive a commission based on the **total billing amount (excluding taxes)** as per the following structure:

3. Commission Structure

| Service Category | Commission Percentage |
|---|----------------------------------|
| Website Development (Non-Ecommerce) | 25% |
| Ecommerce Website Development | 20% |
| Mobile App Development | 20% |
| Software Development (High Ticket) | Variable (Min. 10%) |
| Non-Tech Solutions (e.g., Branding, Content, Marketing) | Decided post client consultation |

Note:

- Commissions will be **disbursed within 7 business days** of full payment from the client to SARVAYA.
- All commissions will be paid via preferred modes: **Bank Transfer / UPI**.



- Any **refunds or chargebacks** from the client will proportionally reduce the Partner's commission.
 - SARVAYA shall not be liable to pay commission until client funds are received in full.
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4. Branding, Communication & Anonymity Guidelines

For Option 1 (White Labelling):

- SARVAYA shall not use:
 - Its own branding, logo, or name in any client-facing deliverables or communications.
 - Any subdomain or official SARVAYA email addresses.
- SARVAYA team will use **neutral or personal accounts** and tools to ensure no traceable affiliation.
- All client-facing assets (e.g., proposals, reports, deliverables) will be white-labelled with the Partner's brand if needed.

For Option 2 (Referral):

- SARVAYA operates under its own brand.
 - Full transparency will be provided to the Partner throughout the client journey.
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5. Roles & Responsibilities

Partner Responsibilities:

- For Option 1:
 - Ensure timely communication and approvals from the client.



- Relay accurate briefs, feedback, and milestones to SARVAYA.
- Maintain professionalism and confidentiality in communication.
- For Option 2:
 - Provide warm, qualified leads with basic requirements.
 - Avoid making exaggerated claims about SARVAYA's offerings.

SARVAYA Responsibilities:

- Deliver projects with quality and timeliness.
 - Maintain Partner anonymity (Option 1) and full transparency (Option 2).
 - Communicate progress, issues, or additional requirements promptly.
 - Support the Partner in client success, including revisions and after-sales support, as per scope.
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6. Confidentiality & Non-Solicitation

- Both Parties agree to treat all information exchanged as strictly confidential.
 - SARVAYA shall not solicit or engage directly with the Partner's clients under Option 1 for a period of **12 months** post termination.
 - The Partner shall not disclose SARVAYA's internal processes, pricing, or subcontracting status to external parties.
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7. Term & Termination

- This Agreement shall remain in effect until terminated in writing by either Party with a **15-day prior notice**.



- Any projects in progress shall be either completed or settled upon mutual discussion.
 - Pending commissions, dues, or obligations shall be settled prior to termination.
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8. Intellectual Property Rights

- All deliverables created under this agreement shall be transferred to the client or the Partner, depending on the engagement model, upon full payment.
 - SARVAYA retains the right to include such work in its private portfolio unless a separate NDA restricts it.
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9. Dispute Resolution

- In the event of any dispute, both Parties will attempt to resolve the matter amicably.
 - Failing resolution, disputes shall be submitted to the competent courts of **Jaipur, Rajasthan**, and governed by the laws of **India**.
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10. Miscellaneous

- This Agreement represents the **entire understanding** between the Parties.
 - Any modifications or amendments must be in **writing and signed** by both Parties.
 - No waiver of any term shall be considered a waiver of any other term.
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11. Signatures and Verification

This Agreement shall be deemed accepted and legally binding upon digital confirmation via email and submission of the following:



- **Authorized signature** (typed or scanned)
- **Company stamp or seal** (if applicable)
- **Copy of PAN card** for identity and compliance purposes

Both parties agree that electronic signatures, scanned documents, and communication via email will constitute valid and enforceable consent under applicable Indian law, including the Information Technology Act, 2000.

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|  SARVAYA (SARVAYA INDIA) support@sarvaya.in +91 93715 53524 | |
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Please attach a clear copy of your PAN card here for identity verification

