

Referral Agreement

This Referral Agreement (the "**Agreement**"), shall be effective on (**Date**) (the "**Effective Date**"), and is entered into by and between **Azdan Business Analytics DMCC**, having its principal place of business at Mazaya Business Avenue AA1, Office No. 2403 | JLT, Dubai, UAE and herein represented by (Name) in his capacity as the (Title) (the "**Company**"), and (**Name**) as the "**Referrer**". The Company and the Referrer are each referred to as a "**Party**" and are collectively referred to as the "**Parties**."

Preamble

Whereas, the Company is a company specialized in the software solutions and Implementations Services (as defined under clause (1) of this Agreement);

Whereas, the Referrer has good connections with corporate entities who might be interested in purchasing the Product (as defined herein) and may refer Prospects (as defined herein) to the Company in return for the Referral Fee (as defined herein) based upon the terms and the conditions set forth under this Agreement;

Now, therefore, the Parties hereby agree as follows:

1. Preamble & Definitions

1.1. The above preamble and the appended annexes shall constitute an integral part of this Agreement and complementary thereto.

1.2. Each of the below capitalized terms shall have the meaning ascribed to each of them as follows:

Client(s): Refers to the Prospect after closing the deal and signing a contract with the Company and becoming an existing client of the Company.

Confidential Information: Means any information, technical data or know-how (whether disclosed before or after the date of this Agreement), including, but not limited to, information relating to business and product or service plans, financial projections, customer lists, business forecasts, sales and merchandising, human resources, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, engineering, costs, pricing, marketing plans and other confidential or proprietary or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Confidential Information does not include information that: (i) are part of the public knowledge or literature, (ii) disclosed under a court order, and (iii) in its possession from any source other than the Company.

CRCICA: Means Cairo Regional Center for International Commercial Arbitration

Implementation Services: Means the technical services to be provided by the Company for the implementation and the operation with respect to the Product.

NDA: Means any non-disclosure agreement that has been already signed between the Parties prior to the Effective Date of this Agreement.

Service: Means the **Oracle NetSuite Implementation Services**.

Prospect(s): Means any prospective customer who wishes to purchase the Product(s) of the Company as introduced by the Referrer.

Referral Fee: Has the meaning ascribed to it under clause (4) of this Agreement.

2. Referral Overview

2.1 The Parties hereby are entering into a mutually beneficial relationship to promote the services to the Prospect(s), as introduced by the Referrer to the Company with the goal of converting such Prospect(s) into Client(s) for the Company.

2.2 The Referrer shall exert its best efforts to gather the maximum number of Prospects that desire to purchase the Service from the Company. The Parties shall coordinate the responsibility for the pre-sales activity, the scoping and the creation of commercial contracts related to any in-scope of products and/or services as outlined under annex (1) of this Agreement.

2.3 The Referrer shall participate in all Prospect(s) calls till the conversion of the Prospect(s) into a Client(s) and the conclusion of a contract between the Client(s) and the Company concerning the sale of the Product.

2.4 The Referrer shall (i) conduct its business in a manner that reflects favorably at all times on the Product and the good name, the goodwill, and the reputation of the Company, (ii) strictly avoid any and all deceptive, misleading, illegal, immoral or unethical practices that are or might be detrimental to the Company, the Product, or the public, including but not limited to, the disparagement of the Company or the Product, (iii) refrain from making any false or misleading representation with respect to the Product or the Company, (iv) refrain from publishing or using any advertising material on behalf of the Company or in relation to the Product, and (v) make no representations or provide any warranties and/or any disclaimers with respect to the Product that are inconsistent with the information and the details shared with the Referrer by the Company.

3. Referral Model

3.1 Any Prospect(s) submitted by the Referrer that is found to be an existent of the Company, shall be deemed to be an ineligible prospect and may not be subject to any Referral Fee.

3.2 The Company shall have the sole and absolute discretion to accept or reject any Prospect(s) submitted by the Referrer with no need to provide any reasoning for such a refusal. In any event, the Company may not be liable for any costs nor expenses incurred by the Referrer arising out of the performance of this Agreement other than the Referral Fee.

3.3 The Referrer shall submit the Prospect(s) details by sending an email to Mr. Jack Tadros at jack.tadros@azdan.com.

3.4 The Prospect(s) introduction emails to be submitted by the Referrer must include the following details:

- (i) Referrer contact name – Referrer contact email;
- (ii) Prospect name – Prospect address – Prospect website – Prospect contact details (phone number, business email...etc.); and
- (iii) An estimate of the service value of the contract to be entered into with the Prospect concerning the sale of the Product.

3.5 The Referrer hereby understands and agrees that the Company shall act as the sole Party responsible for the sales, the proposal write-up and the advisory activities. In any event, the Referrer agrees to provide the necessary resources to the Company in order to conduct the administrative work related but not limited to the bidding, the proposal write-up support, the legal terms write-up, and the project payments follow-ups.

3.6 The Referrer hereby represents and warrants that entering into this Agreement with the Company will not violate any duty which the Referrer may have vis-à-vis any other person or entity. In addition, the Referrer agrees that, during the term of this Agreement, the Referrer shall obtain the prior written approval of the Company in relation to working with any direct competitor of the Company that offers similar product(s) to the Product.

3.7 The Referrer shall facilitate all the communications between the Prospect(s)/Client(s) and the Company throughout the term of this Agreement.

4. Payment Terms

4.1 The Referrer shall be entitled to a commission fee for any closed deal with any approved Prospect(s) subject to the terms and conditions of this clause (4) of the Agreement (herein referred to as the "**Referral Fee**").

4.2. The Referrer shall receive a Referral Fee amounting to ten percent (10%) of the service value if the service value is below (one hundred thousand dollars) \$100,000. The Referral Fee shall be fifteen percent (15%) of the service value if the service value exceeds (one hundred thousand dollars) \$100,000.

4.3 The Referral Fee shall only be payable when a sale of the Product is completed and a contract is signed between the Company and the Prospect(s) concerning the Product.

4.4 The Referral Fee shall be made by the Company by the end of the month following the month in which the Company actually receives the due payment from the Client(s). Accordingly, that Referrer hereby understands and agrees that in case the Client(s) delays in making any payments, the Company will delay the payment of the Referral Fee to the Referrer without no liability whatsoever upon the Company.

4.5 The Referrer hereby understands and agrees that same invoicing milestones and payment percentages shall apply between the Company and the Referrer as agreed by Azdan and the Client(s).

4.6 The Referral Fee shall apply only to the deals closed within a minimum period of twelve (12) months from the date of the Prospect(s) submission mentioned under clause (3) of this Agreement whereby the service value of the Prospect's prospective contract may not be less than USD thirty thousand dollars (\$30,000).

4.7 The Referral Fee hereby confirms that it will pay with respect to the contracts concerning the Implementation Services. For the avoidance of doubt, the Referral Fee shall not apply to the Product purchase agreements "Oracle NetSuite Licenses" entered into between the Company and the Client(s).

5. Non-Disclosure & Confidentiality

5.1 The Parties hereby understand and agree that the Company may disclose Confidential Information to the Referrer. Notwithstanding the foregoing, the Referrer may disclose Confidential Information only with a prior written approval of the Company. Without limiting the foregoing, the terms and conditions of this Agreement shall be considered as Confidential Information of both Parties.

5.2 The Referrer may not use the Company Confidential Information, except as necessary for the performance of this Agreement, and the Referrer may not disclose such Confidential Information to any third party, except to those who need to know

such Confidential Information for the performance of this Agreement, provided that each such person is subject to a written agreement that includes the binding use and disclosure restrictions that are at least as protective as those set forth under this Agreement. The Referrer shall use all of its best efforts to maintain the confidentiality of the Confidential Information in its possession or under its control.

5.3 Any NDA shall be considered as an additional term to this Agreement. In the case of discrepancy between the content of this clause and any NDA, the confidentiality terms that provide the widest protection to the Company's rights shall prevail.

6. Termination

6.1 Either Party may terminate this Agreement upon serving a written notice of such termination identifying the termination date, which shall be effective at least one (1) month from the date the other Party receives such a written notice.

6.2 In case the Referrer wishes to terminate the Agreement prior to completing or closing the deal with a Prospect, the Referrer agrees that it may not be entitled to a Referral Fee for such Prospect(s) even if the Company has completed the deal with such Prospect(s) after the termination date of this Agreement.

7. Limitation of Liability

To the extent permissible under applicable law, the Company may not be liable for any loss of use, loss of data, interruption of business, downtime, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages. In any event the Company may not be liable under this Agreement for an amount exceeding USD [\$10,000].

8. Indemnification

The Referrer shall defend and indemnify the Company from and against any and all third party claims against the Company arising out of any act, default, misrepresentation or any omission (including, without limitation, negligence and breach of this Agreement), or any of the Referrer's agents, employees or representatives, directly or indirectly relating to this Agreement, including without limitation any claims relating to allegations, actions or proceedings for breach of contract or warranty, regulatory or other legal claims, claims for bodily injury (including death) and damage to property.

9. IP & Trademarks

The Referrer may not, under any event, use any of the intellectual properties and/or the trademarks, trade names of the Company without obtaining the Company prior written consent.

10. Survival

The Referrer agrees that sections (5,7,8,9,11.8,11.10 and12) shall survive and remain in force even after the expiration and/or the termination of this Agreement.

11. Miscellaneous

11.1 The Parties to this Agreement shall be considered as independent contractors and this Agreement may not be construed to establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties.

11.2 The Referrer may not throughout the term of this Agreement and for two (2) years after the Agreement expiration and/or termination date:

- (i) solicit, recruit, invite, or offer a job offer to any of the employees of the Company without obtaining a prior written consent from the Company; or
- (ii) solicit any of the Client(s) of the Company even those who have been introduced by the Referrer to the Company under the terms and conditions of this Agreement.

11.3 Neither Party may have the power to bind the other or incur obligations on the other's behalf without the other Party's prior written consent.

11.4 Each Party understands and agrees that this Agreement is a non-exclusive agreement, and that the Company has the absolute right to enter into similar agreement(s) with any third party.

11.5 The failure by either Party to enforce any provision of this Agreement may not constitute a waiver of future enforcement of that or any other provision. Neither Party may be deemed to have waived any rights or remedies hereunder unless such waiver is made in writing and is signed by a duly authorized representative of the Party against which such waiver is asserted.

11.6 The Referrer may not assign nor subcontract this Agreement to any third party without obtaining a prior written consent from the Company.

11.7 If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement shall be enforced to the maximum

extent possible to achieve as nearly as possible the intent of the Parties, and the remainder of this Agreement shall remain in full force and effect.

11.8 Any notice required under this Agreement shall be provided to the other Party in writing and via an e-mail, or against a registered mail with an acknowledgment of receipt. In case either Party changes its addresses or e-mail address, such a Party shall notify the other Party within seven (7) business days from the date of such a change, or otherwise, any communications, notices, or letters served to the addresses mentioned herein will be considered as fully valid and effective.

11.9 This Agreement, including all exhibits hereto if any, shall constitute the entire agreement between the Parties relating to its subject matter and shall supersede all prior or contemporaneous representations, discussions, negotiations, and agreements, whether written or oral, relating to its subject matter. Any amendments or renewals to this Agreement shall be invalid unless made in writing and is signed by the duly authorized representatives of both Parties

11.10 This Agreement shall be governed by the laws of the United Arab of Emirates (**UAE**). Any type of dispute that arises out of this Agreement or in relation to the interpretation, the implementation or the performance of this Agreement shall be settled by arbitration. The arbitration seat shall be the UAE and shall be governed by the CRCICA rules. The number of the arbitrators shall be one (1) arbitrator. The language of the arbitration proceedings shall be English.

11.11 Each Party shall bear its own costs and taxes arising out of the negotiation, the preparation or the performance of this Agreement.

11.12 This Agreement is executed in two copies; each Party shall receive one copy to act with it if needed.

12. Execution: In witness whereof, the Company and the Referrer have duly executed this Agreement as of the date written below.

Company: Azdan Business Analytics DMCC	Referrer:
Name:	Name:
Title:	Title:
Signature:	Signature:

Annex (1)

Responsibility Matrix

Responsibility	Owner
Lead Identification	Referrer
Arrange and setup first meeting	Referrer
Proposal write-up and the advisory activities	Company
Presales and solution demonstration	Company
Project Management and Account Management	Company
Payment Collection	Company