

## REFERRAL AGREEMENT

THIS REFERRAL AGREEMENT (“**Agreement**”) is made and executed on this the \_\_\_\_\_ of \_\_\_\_\_, 2022 (“**Effective Date**”), At Bengaluru.

By and Between:

**M/s. CHAMPION INFRA TECH PRIVATE LIMITED**, a company registered under Companies Act, 1956 and deemed to be existing under Companies Act, 2013, having Its Registered Office at # L32, 2nd A Main Road, HSR Layout, 6th Sector, Outer Ring Road, Agara, Bengaluru - 560102,. (hereinafter referred to as the “**Champion**”) which expression shall unless excluded by or repugnant to the context mean and include its directors, legal representatives, executors, administrators, successors in interest and permitted assigns) of the FIRST PART.

AND

M/s. \_\_\_\_\_, a company registered under the laws of India, , having its registered office at \_\_\_\_\_ (hereinafter referred to as “**Consultant** ”)which expression shall mean and include its directors, legal representatives, executors, administrators, successors in interest and permitted assigns) of the SECOND PART.

The terms ‘Champion’ and ‘Consultant’ may be individually referred to as “**Party**” and collectively as “**Parties**” in this Agreement as the context so requires. .

## RECITALS:

- A. and Champion Champion has been granted an exclusive, non-sub licensable, limited right, license and permission by Crystal Lagoons B.V., having its principal place of business at Weesperstraat 61-105, 1018 VN Amsterdam (“**Crystal Lagoons**”) on the basis of a Regional Master Agreement dated August 12, 2022 (“**RMA**”), to access and use the Crystal Lagoons system, and any portions thereof to own, construct, develop, maintain and operate, directly or through one or more developers, territory projects solely within India (excluding the states of Gujarat and Rajasthan) (“**Purpose**”).
- B. For the Purpose, Champion has agreed to engage the services of the Consultant for scouting and introducing potential developers for crystal lagoon projects within the territory in terms of the RMA.

**CHAMPION INFRA TECH PRIVATE LIMITED**

**Head Office:** Champions Square, Level 12, Sarjapur Main Road, Opp. Decathlon, Carmelaram, Chikkabellandur, Bengaluru, India - 560035

**Reg. Office:** JS Tower, L32, 2nd A Main Road, Outer Ring Road, 6th Sector, HSR Layout, Bengaluru, Karnataka, India - 560102

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- C. The Parties acting upon the confirmations, warranties, representations and assurances given and as specifically recorded and contained in this Agreement have agreed to execute this Agreement on the terms and conditions appearing hereinafter.

#### TERMS OF ENGAGEMENT:

1. Definitions. These defined terms will have the following meaning:
  - “**Affiliates**” shall mean, with respect to either Party, any person which directly or indirectly controls, is controlled by, or is under common control with such party.
  - “**Commission**” shall have the meaning as set out in clause \_\_\_\_\_ of this Agreement. .
  - “**Confidential Information**” shall mean any and all information relating to Champion’s business, including, but not limited to, price points, research, developments, business, products, services, diagrams, processes, techniques, technology, firmware, software, know-how, designs, ideas, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Champion either directly or indirectly in writing, orally or visually, to the Consultant.
  - “**Qualified Opportunity**” shall mean an opportunity/lead that has met certain criteria as defined by Champion, that requires management of Champion to become directly involved, with local support from the Consultant, and which, if leads to the execution of a defining agreement by whatever name called, which leads to the deployment of crystal lagoons system , with a Validated Lead, different from the Consultant or its Affiliates, which shall make the Consultant eligible to a Commission.
  - “**Validated Lead**” or “**VL**” shall mean any lead that may be presented to Champion, different from the the Consultant or its Affiliates, which Champion may validate and authorize the Consultant in writing to contact. All leads must be validated by Champion prior to the Consultant engaging with them.
  
2. Champion hereby engages the Consultant on a nonexclusive basis and the Consultant hereby accepts such engagement to provide, among others, the following services: target, identify and introduce potential new clients for Champion, which may be interested in executing a defining agreement by whatever name called (“**Defining Agreement**”)with Champion, and to arrange meetings with identified targets (decision makers within the targeted potential client organizations) for Champion to present its company, technology and systems of Crystal Lagoons (collectively, the “**Services**”).

3. The Consultant shall introduce Champion to potential client but shall not participate in any sales meetings or negotiations (unless expressly authorized by Champion) nor have the authority to offer or sell on behalf of Champion or bind Champion in any way.
4. The Consultant shall make good faith efforts to research and ascertain the creditability or suitability of any potential clients introduced to Champion.
5. Champion reserves the right to control and terminate any negotiations or discussions at any time and has the right not to proceed with any transaction, without any liability or obligation.
6. Commissions.

6.1. If a Defining Agreement is executed on a Qualified Opportunity based on a Validated Lead presented by the Consultant, the Consultant will be eligible to a Commission of INR \_\_\_\_\_), provided that such payment or portion thereof is a non-refundable payment under the terms of the corresponding Letter of Intent/Term Sheet and the Defining Agreement.

6.2. In order to receive a referral Commission a Defining Agreement must be executed by the Validated Lead; (i) while this Agreement remains in full force and effect and (ii) only when at least \_\_\_\_\_ (\_\_\_\_\_) is paid by the Validated Lead for the corresponding Defining Agreement, within \_ ( ) days as advance amount from the date of execution of Letter of Intent /Term Sheet and completes all initial payments under the Defining Agreement within ninety (90) days from the execution date of Defining Agreement.

7. Payment Terms:

The Commission will be paid to the Consultant according to the following mechanism:

- (a) It is clarified that Commission shall be paid by Champion to the Consultant, in accordance with Clause 6 of this Agreement, only upon Champion receiving all payments from Crystal Lagoons in terms of the RMA, read with the Defining Agreement.

- (b) The Parties agree that the Commissions indicated in this Clause 7 shall be the only compensation the Consultant will receive in connection with the Services and the Consultant shall be responsible for all applicable taxes and tariffs.
8. Term and Termination. This Agreement shall commence on the Effective Date and shall continue for a period of \_\_\_\_\_ years (the “**Initial Term**”) and automatically renewed for successive six (6) months (“**Renewal Term**”) unless and until Champion provides notice of non-renewal (each a “Renewal Term” and together with the Initial Term, the “**Term**”). In addition, either Party may terminate this Agreement with immediate effect upon prior notice of fifteen (15) days to the other party.
9. Confidential Information.
- 9.1. The Consultant shall not disclose to any third party any Confidential Information as defined or make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested by Champion to do so by, or use Confidential Information other than solely for the benefit of Champion.
- 9.2. Upon the termination or expiration of this Agreement for any reason, or upon Champion’s earlier request, the Consultant will deliver to Champion all of Champion’s property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant shall not retain any Confidential Information or any copy thereof.
10. Intellectual Property. The Consultant shall have no right to use the intellectual property rights, including the trademark, patent, copyright, logo, of Champion and Crystal Lagoons.
11. No representation. Consultant’s relationship to Champion under this Agreement shall be that of an independent contractor engaged by Champion to perform the Services pursuant to this Agreement.
12. No Exclusivity. The Consultant hereby acknowledges and agrees that nothing in this Agreement will prohibit or limit Champion from engaging other companies or professional to render the activities and services described herein. However, the Consultant undertakes that it shall work exclusively for Champion and the Consultant shall not enter into any similar agreement or arrangement with any third party without the prior written consent of Champion.

13. Non-Circumvention: The Consultant and/or its/their Affiliates of whatsoever nature shall not, in any manner, solicit and/or conduct any business with respect to this Agreement with any third party agent/consultant/business associate of Champion, without prior permission of Champion. Further, the Consultant shall not approach or contact or enter into any negotiation, agreement or arrangement with Crystal Lagoons and/or its affiliates for anything that may undermine the Purpose, without prior consent of Champion.
14. Entire Agreement. This Agreement comprises the entire agreement between the Parties and supersedes all prior agreements and representations, oral or written, between the Parties. Should any part or provision of this Agreement be held unenforceable the invalid or unenforceable part or provision shall be replaced with a provision which accomplishes, the original business purpose of the Parties and the remainder of this Agreement shall remain valid and binding on the Parties
15. Choice of Law. This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of India, without regard to the conflict of laws provisions. This Agreement shall be governed by and construed in accordance with the laws of India and Parties hereby submit to the exclusive jurisdiction of Bangalore Courts, with respect to any dispute or matter arising hereunder.
16. Indemnification. The Consultant shall defend, indemnify, and hold Champion harmless, and any of its directors, officers, and shareholders of and from any and all Champion claims or liability arising as a result of negligent, intentional or other acts of the Consultant or their agents or representatives.
17. 14.15. Notices: Any notice required or permitted hereunder to the Parties hereto will be duly given only in writing, to the address of the Parties as set forth on the first page in this Agreement or such other address as may be specified or updated by such Party in writing to the other Party in accordance with this Section and delivered by: (i) registered mail with due receipt acknowledgement; (ii) inter-nationally recognized overnight courier with due receipt acknowledgement; (iii) email or electronic notification. Any notice shall be only considered delivered: (a) on receipt of the acknowledgment if notice is given in accordance with (i) and (ii); (iii) Subject to the reading notification acknowledgment of the email.
18. Assignment. The Consultant shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Champion. This Agreement will inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed the day and year first above written.

**WITNESSES**

**DEVELOPER**

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| Signed for and on behalf of<br><br><b>Champion Infratech Private Limited</b><br><br><br><b>[Name and Title of signatory:</b><br><br>_____ | Signed for and on behalf of<br><br>_____<br><br><br><b>[Name and Title of signatory:</b><br><br>_____ |
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