

Agreement

APPOINTMENT OF REFERRAL ASSOCIATE [RA]

This Agreement is made on 2024-12-28 between M/S AYUSH LPO (A Consortium of Ayush Tax & Finance Consultants Pvt Ltd) having its registered office at Hastings Chamber, Room No 4L/4M, 7C Kiran Sankar Roy Road, Kolkata-700001 represented by Authorised Signatory Mrs. Shyamali Bhattacharjee (hereinafter referred to as "Principal")

AND

Mr. Kallol Dey Sarkar , S/O Dipak Dey Sarkar , Vill: Runibari, Po: Nishiganj , Dist: CoochBehar , State: West Bengal , PIN: 736157, MOBILE NO " 9735907380 , EMAIL - kallol.d.sarkar@gmail.com (hereinafter referred to as ["Referral Associate (RA)"].

WHEREAS, the Principal is a Financial Consultancy Firm providing various financial services including, but not limited to, Formation of Company/LLP/Partnership Firm/Trust/Cooperative Society, Filing of IT Return, GST Return, Tax Audit, Book Keeping (Maintenance of Accounts of the Clients), Issuance of Digital Signature Certificate (DSC) & Directors™ Identification Number (DIN), Registration services like Udyam for MSME unit, Trade License, Importer Exporter Code (IEC), Legal Entity Identifier (LEI), Trade Mark, Shops & Establishments, Professional Tax, PF/ESI etc, Preparation of Balance Sheet & PL Statement, Preparation of Project Report for Bank Loan Proposals, ROC related activities, Payroll Accounting, Audit & Assurances Service, Other activities related to Loan Syndication/Consortium and other financial activities.

WHEREAS, Mr. Mr. Kallol Dey Sarkar desires to act as a Referral Associate (RA) of the Principal for the purpose of procuring fresh business relating to all above mentioned financial/accounting activities/services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Appointment

The Principal hereby appoints Mr. Kallol Dey Sarkar as its Referral Associate (RA) to procure new clients for the services mentioned above in his business territory and other areas as assigned in

future as per mutual consent.

2. Duties & Responsibilities of the Business Associate

The Business Associate shall:

- Promote and market the services of the Principal within the designated territory.
- Assist clients in understanding the services offered and facilitate client on-boarding.
- Ensure compliance with all applicable laws and regulations while promoting the services.
- Provide regular updates to the Principal regarding leads and client interactions.
- Procure all information/documents from the prospective client for onward submission to Principal's Office.
- Collect Consultancy Fees from the clients & deposit in Firm's designated Bank Account/in the Payment Wallet through QR Code/Payment Link within 2 days of receiving the Fees from the Clients. No cash transaction will be entertained.
- Collection of entire fees from the clients is the sole responsibility of the Referral Associate (RA).
- Inability to collect Firm's fees will be compensated by the Referral Associate (RA).

3. Duties & Responsibilities of the Principal

The Principal shall:

- Execute/Implement all necessary digital/on line platform for smooth & uninterrupted data flow/business transaction.
- Responsible for timely payment of Commission on monthly basis. The payment will be paid within 7 days of following month.

4. Duration

This Agreement shall commence on 23.12.2024 and continue until terminated by either party with 30 days written notice.

5. Fees Structure

The Referral Associate (RA) will collect Consultancy Fees from the Clients as per fee structures loaded in Dashboard of Mobile App (Ayush App). The Business Associate will collect 25% of Fee Structures in Advance. The remaining 75% will be collected by the Referral Associate at the handing over the final work.

6. Compensation

The Referral Associate (RA) shall be compensated through payment of Commission as per following Commission Structure;

PAY-OUTS FOR REFERRAL ASSOCIATES (DIRECT)

RANGE OF FEE RECEIVED PERCENTAGE OF PAY OUTS

Within â,¹ 5000.00 20% of Fees Received

Above â,¹ 5000.00 25% of Fees Received

PAY-OUTS FOR REFERRAL ASSOCIATES (INDIRECTLY THROUGH SUB REFERRAL ASSOCIATES)

RANGE OF FEE RECEIVED PERCENTAGE OF PAY OUTS

Any Amount 5% of Fees Received

PAY-OUTS FOR SUB-REFERRAL ASSOCIATES

LIMIT OF FEE RECEIVED PERCENTAGE OF PAY OUTS

Within â,¹ 5000.00 20% of Fees Received

Above â,¹ 5000.00 25% of Fees Received

7. Confidentiality

The Referral Associate (RA) agrees to keep confidential all proprietary information received from the Principal and shall not disclose it to any third party without prior written consent from the Principal.

8. Termination

This Agreement may be terminated by either party upon giving 30 days written notice to the other party. Upon termination, the Referral Associate shall cease to use the Principal's name and materials and shall return all proprietary information.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of West Bengal. For the determination of any dispute arising under this contract, the area of jurisdiction will be Kolkata, West Bengal.

10. Force Majeure

Neither the "Principal" nor the "Referral Associate" shall be considered as breach of this contract to the extent that the performance of their respective obligations (excluding payment obligation) is prevented by an event of Force Majeure that arises after the effective dates.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or agreements, whether written or oral, regarding the subject matter hereof.

12. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

For the Principal:

(Signature of the Principal)

Date: 2024-12-28

[Authorized Signatory Name]: Shyamali Bhattacharjee

[Designation] : Authorised Signatory

[Consultant Firm Name] : M/S AYUSH LPO

For the Referral Associate:

(Signature of the Referral Associate)

Date: 2024-12-28

[Referral Associate Name]: Mr. Kallol Dey Sarkar