

REFERRAL & AFFILIATE AGREEMENT

This Agreement is made and entered into on [Date]

By and Between

Flamingo Projects & Consulting, a division of Zetto Services (OPC) Pvt Ltd, a company incorporated under the Companies Act, 2013, having its principal office at Rajkot, Gujarat, hereinafter referred to as the “Company”

AND

[Referrer's Full Name], holding PAN / Passport No: [Insert], residing at [Insert Address], hereinafter referred to as the “Referrer”

(Hereinafter collectively referred to as the “Parties”)

1. PURPOSE

This Agreement outlines the terms under which the Referrer may introduce potential clients to the Company and be compensated for successful business referrals, in line with sustainable, ethical marketing practices and applicable Indian laws.

2. REFERRAL SCOPE

2.1 The Referrer shall introduce potential clients or leads relevant to the Company’s services in project management, procurement consulting, or construction project support.

2.2 The Company retains sole discretion to accept or reject any referral.

2.3 Leads must be original and not previously contacted, engaged, or known to the Company.

3. COMPENSATION & PAYMENT TERMS

3.1 Referral Reward Eligibility & Basis

Upon successful conversion of a referred lead into a revenue-generating project, the Referrer shall be eligible to receive a Referral Reward as a percentage of the Net Profit earned by the Company.

Definitions:

- In full-service PMC projects, Net Profit refers to post-tax profit, generally between 1% to 3% of the total project cost.
- In partial/specific service engagements, Net Profit refers to 12% of the actual revenue earned from the client.

Referral rewards shall be determined based on:

- The indicative reward slabs below, or
- Mutually agreed terms, for special projects or unique jobs confirmed at the time of lead registration.

Indicative Slabs:

- Up to ₹5 Lakhs Net Profit – 5% Referral Reward
- ₹5–15 Lakhs Net Profit – 7% Referral Reward
- ₹15 Lakhs and above – 8% to 10% Referral Reward (capped at ₹5 Lakhs per referral)

3.2 Payment Schedule, Retention & Safeguards

Milestone: Upon receipt of client payment

Payout: Pro-rata release within 45 working days

Retention: 5% of total reward withheld

Retention Release: After project completion + 6 months

The 5% retention shall be released only after verifying that:

- No breach of referral ethics occurred
- No unresolved disputes or complaints were reported
- No financial, legal, or reputational damage was caused by the Referrer

Payouts shall be made via bank transfer, subject to applicable TDS deductions as per Section 194H/194J of the Income Tax Act, 1961.

The Company reserves the right to withhold, defer, or cancel payments in case of policy violations, complaints, or legal concerns.

4. NON-DISCLOSURE & CONFIDENTIALITY

4.1 The Referrer agrees to maintain confidentiality of all business, client, project, and financial information shared during the engagement.

4.2 No disclosure shall be made without prior written consent of the Company.

4.3 This obligation shall survive for three (3) years post termination of this Agreement.

5. ETHICS, ZERO KICKBACK & COMPLIANCE

5.1 The Referrer shall not offer or accept bribes, kickbacks, or illegal inducements to influence project outcomes.

5.2 The Referrer shall not misrepresent the Company or its services.

5.3 Violation will result in immediate disqualification and legal action under:

- Indian Contract Act, 1872
- Income Tax Act, 1961
- Prevention of Corruption Act, 1988
- Companies Act, 2013
- Consumer Protection Act, 2019
- Information Technology Act, 2000

6. CONFLICT OF INTEREST

6.1 The Referrer must declare any personal, professional, or financial conflict with the referred party.

6.2 Failure to disclose such conflict may lead to termination and forfeiture of any pending or future payouts.

7. ETHICAL RESPONSIBILITIES & DUTIES OF THE REFERRER

Duties

- Provide verified and valid referrals
- Maintain confidentiality of information
- Avoid misrepresentation or overpromising
- Assist, if invited, in Dispute Resolution
- Disclose any conflict of interest honestly and promptly

Professional Conduct

- Zero tolerance for bribery or unethical behavior
- No undue influence over client procurement processes
- No dual representation or misguidance
- Adherence to Indian laws, professional integrity, and fair competition standards

Violations may result in :

- Immediate termination of referral rights
 - Forfeiture of unpaid dues including retention
 - Permanent blacklisting and legal consequences
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8. INTELLECTUAL PROPERTY

Any tools, documents, visuals, or methods shared with the Referrer shall remain the sole intellectual property of the Company and may not be reused, distributed, or copied without written approval.

9. TERM & TERMINATION

9.1 This Agreement shall remain valid for 12 months from the date of signing and may be renewed upon mutual consent.

9.2 Either Party may terminate this Agreement with 30 days' written notice. Referrals made prior to termination will remain valid if they result in successful projects within the referral program's scope.

10. INDEMNITY

The Referrer agrees to indemnify and hold the Company harmless from any legal liability, losses, or claims arising from the Referrer's misconduct, negligence, or breach of this Agreement.

11. DISPUTE RESOLUTION

11.1 All disputes shall be governed by the laws of India.

11.2 Disputes shall first be attempted to be resolved through mutual negotiation.

11.3 If unresolved, disputes shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, before a sole arbitrator mutually appointed by both Parties.

11.4 The seat of arbitration shall be Ahmedabad, Gujarat.

11.5 Courts in Ahmedabad, Gujarat shall have exclusive jurisdiction for all related matters.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior written or verbal communication.

SIGNATURES

For Flamingo Projects & Consulting

Name: _____

Designation: _____

Signature: _____

Date: _____

Referrer

Full Name: _____

PAN / Passport No: _____

Bank A/C Details: _____

Signature: _____

Date: _____

Mandatory Documents Checklist

1. Indian Citizen (Resident) – Individual or Proprietor

Document – Purpose

- PAN Card (mandatory) – For TDS compliance under Income Tax Act
 - Aadhaar Card (preferred) – Identity & address proof (KYC)
 - Bank Details with Cancelled Cheque – Payout verification & NEFT/RTGS remittance
 - Income Declaration (Form 60) – Only if PAN is not available
 - Signed Referral Agreement – Legal engagement terms
 - GST Registration Certificate (optional) – For GST-registered agents
 - Undertaking for No Conflict of Interest – Ethical compliance
 - Declaration of Bank Account Ownership – AML compliance
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2. NRI (Non-Resident Indian)

- **Document – Purpose**
 - Copy of Valid Passport & Visa – ID & residency proof
 - NRE/NRO Account Details + SWIFT/BIC Code – For foreign/inland remittance
 - PAN Card (India) – For TDS compliance
 - Form 10F + Tax Residency Certificate (TRC) – To claim DTAA benefit
 - Signed Referral Agreement – Legal contract under Indian Law
 - Declaration of No PE (Permanent Establishment) – Tax liability status in India
 - Self-declaration on Ethics & AML – Anti-corruption & KYC compliance
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3. Foreign National / Overseas Company

- **Document – Purpose**
- Copy of Passport (Authorized Signatory) – Identity verification
- Company Incorporation Certificate – Legal entity validation
- Tax Identification Number (TIN) – Home country tax tracking
- Bank Details with IBAN/SWIFT Code – For international wire transfer
- Tax Residency Certificate (TRC) – To apply DTAA and lower TDS
- Form 10F – Mandated by Indian tax laws
- Signed Referral Agreement (Indian Jurisdiction) – Enforceability under Indian law
- Declaration of No PE in India – Avoid tax liability via permanent establishment\
- FATCA/CRS Declaration (if required) – Global compliance for financial reporting

Attachments

Annex-A: Non-Disclosure Agreement (NDA)

Annex-B: Self-Attested Declaration on Non-Criminal Background

Annex-C: Anti-Money Laundering (AML) Undertaking

Annex-A – Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (NDA) is executed on this ____ day of _____, 20

By and Between

Flamingo Projects & Consulting, a division of Zetto Services Pvt Ltd, having its registered office at [Insert Address], hereinafter referred to as the "Company",

AND

[Referrer Full Name], residing at [Insert Address], holding PAN / Passport No: _____, hereinafter referred to as the "Referrer".

Purpose:

This Agreement is intended to protect the confidentiality of all non-public, sensitive, and proprietary information exchanged between the Parties during the course of the referral or affiliate engagement.

Terms:

- The Referrer agrees not to disclose, reproduce, or distribute any confidential information shared by the Company without prior written consent.
- Confidential Information includes but is not limited to client names, pricing, project details, strategies, templates, and communication content.
- This obligation shall survive for three (3) years after termination of the agreement.
- Any breach of this NDA may result in immediate termination of the referral relationship, forfeiture of pending payouts, and may attract legal action under

applicable Indian laws.

Referrer Signature: _____

Date: _____

Annex-B – Self-Attested Declaration: Non-Criminal Background

I, [Referrer Full Name], s/o or d/o [Parent's Name], residing at [Address], hereby declare that:

- I do not have any pending criminal cases or investigations against me in India or any other country.
- I have never been convicted or penalized by any court or regulatory body.
- I undertake to notify Flamingo Projects & Consulting if any such case arises in the future during the term of our referral relationship.
- I confirm that the above statement is true to the best of my knowledge and belief.

Referrer Signature: _____

Date: _____

Place: _____

Annex-C – Anti-Money Laundering (AML) Undertaking

I, [Referrer Full Name], holding PAN / Passport No: _____, hereby confirm and undertake the following:

- The referral income received by me from Flamingo Projects & Consulting is earned through legitimate means and will not be used or routed for money laundering, terror

financing, or any unlawful activities.

- I am aware of and agree to comply with the applicable provisions of the Prevention of Money Laundering Act, 2002, Income Tax Act, and other Indian laws in force.
- I shall provide any supporting documentation as may be required by the Company or government authorities for verification under KYC/AML compliance norms.
- I understand that misrepresentation or violation of this undertaking may result in legal action and disqualification from the program.

Referrer Signature: _____

Date: _____

Place: _____

FLAMINGO PROJECTS & CONSULTING

 **Referral Submission Form** : Referral & Affiliate Program – Minimum Required Details

1. Referrer Details

Full Name: _____

Mobile Number (with WhatsApp): _____

Email ID: _____

PAN / Aadhaar / Passport No.: _____

City & Country: _____

Occupation / Role: _____

Are you associated with the referred client? (Yes / No)

If Yes, explain relation: _____

2. Referral Lead Information

Client / Company Name: _____

Contact Person Name: _____

Designation: _____

Mobile / Email: _____

City / Project Location: _____

Type of Project (Industrial / Commercial / Other): _____

Approx. Value / Size (₹ or sqft): _____

Current Stage: ☐ Planning ☐ Execution ☐ Procurement

3. Referral Role Declaration

Select your role in this referral:

- ☐ Basic Lead (Contact only)
 - ☐ Warm Referral (Intro & support)
 - ☐ Active Affiliate (Support till closure)
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4. Declaration & Consent

- ☐ I declare that the above details are true and complete to the best of my knowledge.
- ☐ I am not directly employed by the referred client.
- ☐ I agree to the Terms & Conditions of Flamingo's Referral Program.
- ☐ I consent to my data being used for tracking and payout purposes under Flamingo's privacy policy.

Signature: _____

Date: _____

(May submit via E-mail covering above details)