

BEBAAK PARTNER AGREEMENT

Referral Partner • Channel Agent • Offshore Business Developer • CPA Partner

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This Partner Agreement (“**Agreement**”) is made on _____ (the “**Effective Date**”)

BETWEEN

Bizseed Ventures Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at Prabha Apartment, Plot 11, Sector 23, Dwarka, New Delhi 110077, India, GSTIN 07AAECF0685P1Z5, carrying on business under the brand “**Bebaak**” (hereinafter “**Bebaak**”, which expression includes its successors and permitted assigns);

AND

_____ [name of individual / firm / company], [PAN _____ / GSTIN, if registered _____ / for overseas partners: country and tax identifier _____], having its address at _____ (hereinafter the “**Partner**”, which expression includes its legal heirs, successors and permitted assigns).

Bebaak and the Partner are each a “**Party**” and together the “**Parties**”.

1. Background

1.1 Bebaak provides (a) business software applications and specialist financial-intelligence applications on a subscription basis (“**Software**”), (b) finance, accounting, compliance and advisory services in India (“**India Services**”), (c) one-time projects such as HealthCheck reports, CMA/bank-readiness packs, migration and investor/due-diligence packs (“**Projects**”), and (d) offshore accounting and finance delivery to clients outside India (“**Offshore Services**”); together the “**Bebaak Offerings**”.

1.2 The Partner wishes to introduce prospective clients to Bebaak and, where appointed as a Channel Agent or Offshore Business Developer, to actively promote the Bebaak Offerings, in return for commission payable only on fees actually received by Bebaak, on the terms below.

2. Appointment

2.1 Bebaak appoints the Partner, on a **non-exclusive** basis, in the category ticked below (“**Partner Type**”):

Tick	Partner Type	Role
☐	Referral Partner	Introduces prospects; Bebaak runs the sale
☐	Channel Agent	Actively sells, demonstrates and follows up within the agreed territory/segment
☐	Offshore Business Developer	Introduces and develops clients

Tick	Partner Type	Role
		outside India for Offshore Services
☐	CPA / Accounting-firm Partner	Introduces its own clients or buys Bebaak capacity for white-label delivery

2.2 Territory / segment (if any): _____. Nothing in this Agreement restricts Bebaak from appointing other partners or from selling directly in any territory or segment.

2.3 The Partner will receive a unique referral code ("**Partner Code**") and referral link (bebaak.co/?ref=CODE). The Partner shall use only its own Partner Code.

3. Lead registration and ownership

3.1 The Partner shall register each prospect with Bebaak before or at the time of introduction, by using its referral link, by the Bebaak website forms carrying its Partner Code, or by sending Bebaak on WhatsApp (+91 97111 87655) or email (siba@bebaak.co) the prospect's business name, contact person, phone/email and area of interest.

3.2 A validly registered prospect is owned by the Partner for **ninety (90) days** from registration ("**Ownership Period**"). If the prospect becomes a paying client within the Ownership Period, the client is a "**Referred Client**" of the Partner.

3.3 A prospect is not validly registered, and no commission is payable, if at the time of registration the prospect (a) is already a client of Bebaak or of Bizseed Ventures Private Limited, (b) is already in active discussion with Bebaak, as shown by Bebaak's records, or (c) is already registered by another partner within that partner's Ownership Period. Bebaak's records in its ERP are final for this purpose, and Bebaak shall inform the Partner within seven (7) days if a registration is not accepted.

3.4 The Ownership Period may be extended once by thirty (30) days by written confirmation from Bebaak where a proposal has been issued.

4. Commission

4.1 **Commission is earned only on fees actually received by Bebaak** from a Referred Client, excluding GST and other taxes, reimbursements, out-of-pocket expenses, third-party charges (including payment-gateway, filing, e-sign, API and government fees) and refunds ("**Net Fees Received**").

4.2 Commission rates by Partner Type and revenue stream are set out in **Schedule A**. Unless Schedule A states otherwise, commission is payable on Net Fees Received during the **first twelve (12) months** from the date the Referred Client's first invoice is raised.

4.3 No commission is payable on: fees from a client who is not a Referred Client; fees received after the 12-month period; fees received after termination except as set out in Clause 11.3; discounts, credit notes or waived fees; or work performed by the Partner itself.

4.4 **Clawback**. If Bebaak refunds, credits or writes off any fees within **sixty (60) days** of receiving them, the commission paid or accrued on those fees shall be reversed and may be set off against future commission or recovered from the Partner.

4.5 **Accelerator**. Where Schedule A provides an accelerator, it applies to commission on Net Fees Received in the calendar quarter in which the Partner has the stated number of paying Referred Clients.

4.6 The Partner shall not be entitled to any retainer, salary, fixed fee, expense reimbursement or other payment unless agreed in writing by Bebaak in advance.

5. Statements, invoicing and payment

5.1 Bebaak shall share a commission statement by the **5th day** of each month for Net Fees Received in the previous calendar month, and pay the commission by the **10th day** of that month, subject to Clause 5.3.

5.2 **Indian Partners:** Bebaak shall deduct tax at source under Section 194H of the Income-tax Act, 1961 (or any successor provision) at the applicable rate and issue the TDS certificate. A Partner registered under GST shall raise a valid tax invoice for the commission plus applicable GST before payment; GST is payable only against a valid invoice and its reflection in Bebaak's GST records.

5.3 **Overseas Partners:** Commission is paid in Indian Rupees or, at Bebaak's option, in USD at the exchange rate on the payment date, by international wire or a payment service such as Wise. Bebaak may withhold or deduct any tax required under Indian law (including Section 195), and the Partner shall provide a tax residency certificate and Form 10F where it seeks treaty benefits. Bank and conversion charges are borne by the Partner.

5.4 Payment shall be made only to the bank account / UPI ID in **Schedule C** in the Partner's own name (or its firm's). The Partner shall promptly notify any change in writing. Amounts below ₹500 may be carried forward to the next month.

5.5 Disputes on a statement must be raised within thirty (30) days of the statement; otherwise the statement is final.

6. Partner's obligations and conduct

6.1 The Partner shall:

- (a) represent the Bebaak Offerings accurately, using only the information, prices and materials published or approved by Bebaak, and describe any capability marked "Early Access", "Beta" or "Coming Soon" as such;
- (b) not make any promise or guarantee of results, including any assurance of loan sanction, tax outcome, savings, compliance status or return on investment;
- (c) not collect any money from a prospect or client on behalf of Bebaak; all fees are paid directly to Bebaak's bank account or payment link;
- (d) not sign, accept or vary any contract or quotation on behalf of Bebaak, or hold itself out as an employee, agent with authority to bind, or legal representative of Bebaak;
- (e) comply with all applicable laws, including anti-bribery and anti-corruption law, the Information Technology Act, 2000 and the Digital Personal Data Protection Act, 2023, and not offer or pay any bribe, kickback or improper benefit to obtain business;
- (f) contact prospects only where it has a lawful basis to do so; not send unsolicited bulk messages; follow WhatsApp's and other platforms' rules; and stop contacting anyone who asks it to stop;
- (g) not disparage competitors, the prospect's existing accountant or Chartered Accountant, or any other person;

- (h) for a Partner who is a member of a professional body (such as ICAI, ICSI, ICMAI or a foreign CPA body), comply with that body's code of ethics, including any rules on referral fees and disclosure to clients, and make any disclosure that such rules require. The Partner confirms that accepting commission under this Agreement is permitted for it.

6.2 The Partner is responsible for its own costs, staff, taxes, registrations and insurance.

7. Bebaak's obligations

7.1 Bebaak shall: provide the Partner with its Partner Code, current price list, product information and approved marketing material; respond to registered prospects within a reasonable time; keep accurate records of registrations, Referred Clients and Net Fees Received; and pay commission as set out in this Agreement.

7.2 Bebaak may in its sole discretion accept or decline any prospect, set or change its prices and offerings, and decide the terms of its contracts with clients. Changes to Schedule A apply only to prospects registered after thirty (30) days' written notice.

8. Brand and materials

8.1 Bebaak grants the Partner a limited, non-exclusive, non-transferable, revocable licence during the term to use the Bebaak name, logo and approved materials solely to promote the Bebaak Offerings in accordance with this Agreement and Bebaak's brand guidance.

8.2 The Partner shall not register or use any domain name, social-media handle, business name or advertisement keyword containing "Bebaak" or a confusingly similar term, and shall not alter Bebaak's materials without written approval.

9. Confidentiality and data protection

9.1 Each Party shall keep confidential all non-public information received from the other, including prices not published, client and prospect information, commission statements and the terms of this Agreement, and use it only for this Agreement. This obligation survives for three (3) years after termination; for client data and personal data, it survives indefinitely.

9.2 The Partner shall share a prospect's personal data with Bebaak only where the prospect has agreed to be contacted by Bebaak. The Partner shall not access, request or hold any client's financial records except as expressly authorised in writing by the client and Bebaak.

9.3 On termination, the Partner shall stop using and, on request, delete Bebaak's confidential information and materials.

10. Non-solicitation

During the term and for twelve (12) months after it ends, neither Party shall directly solicit for employment any employee of the other with whom it worked under this Agreement, without the other's written consent. General advertisements are not solicitation.

11. Term and termination

11.1 This Agreement starts on the Effective Date and continues until terminated.

11.2 Either Party may terminate this Agreement for convenience on thirty (30) days' written notice (email is sufficient). Bebaak may terminate immediately by written notice if the Partner breaches Clause 6, 8 or 9, acts dishonestly, or brings Bebaak into disrepute.

11.3 On termination for convenience, commission continues to be payable on Net Fees Received from Referred Clients who became clients before termination, until the end of their 12-month commission period. On termination for breach under Clause 11.2, no further commission is payable after the date of termination, except commission already due on fees received before that date.

11.4 Clauses 4.4, 5, 9, 10, 11.3, 12, 13 and 14 survive termination.

12. Liability and indemnity

12.1 The Partner shall indemnify Bebaak against any loss, claim, penalty or cost arising from the Partner's breach of this Agreement, misrepresentation, or violation of law.

12.2 Neither Party is liable to the other for any indirect, consequential or special loss, or loss of profit or business. Bebaak's total liability under this Agreement in any twelve-month period shall not exceed the commission paid to the Partner in the preceding twelve months.

13. Relationship

The Parties are independent contractors. Nothing in this Agreement creates an employment, partnership, joint venture or agency relationship, and the Partner has no authority to bind Bebaak. This Agreement does not make the Partner a commercial agent with any statutory entitlement to compensation on termination beyond Clause 11.3.

14. General

14.1 **Governing law and disputes.** This Agreement is governed by the laws of India. The Parties shall first try in good faith to resolve any dispute within thirty (30) days. Failing that, the dispute shall be referred to arbitration by a sole arbitrator appointed by mutual agreement under the Arbitration and Conciliation Act, 1996. The seat and venue shall be New Delhi and the language English. Subject to arbitration, courts at New Delhi have exclusive jurisdiction.

14.2 **Entire agreement.** This Agreement with its Schedules is the entire agreement on its subject and supersedes all prior discussions. It may be amended only in writing signed or accepted by email by both Parties, except Schedule A changes under Clause 7.2.

14.3 **Assignment.** The Partner may not assign or subcontract this Agreement without Bebaak's written consent. Bebaak may assign it to an affiliate or successor of the Bebaak business.

14.4 **Notices.** Notices shall be in writing and sent by email to the addresses in Schedule C (for Bebaak: siba@bebaak.co) or by post to the addresses above.

14.5 **Electronic execution.** This Agreement may be executed electronically (including by e-signature or by return email confirming acceptance) and in counterparts.

14.6 **Severability and waiver.** If any provision is invalid, the remainder continues. No delay in exercising a right is a waiver.

Signed for and on behalf of Bizseed Ventures Private Limited (Bebaak)

Name: Siba Panda Designation: Director / Authorised Signatory

Signature: _____ Date: _____

Signed by the Partner

Name: _____ Designation (if firm/company): _____

Signature: _____ Date: _____

Schedule A — Commission rates

Rates are a percentage of Net Fees Received, for the first 12 months of each Referred Client unless stated otherwise.

Revenue stream	Referral Partner	Channel Agent	Offshore Business Developer	CPA / Accounting-firm Partner
Software subscriptions (Bebaak apps and bundles)	20%	25%	10%	10%
India Services retainers (bookkeeping, GST/TDS, compliance, virtual CFO, MIS)	10%	15%	10%	10%
Projects (HealthCheck, CMA/BankReady, migration, investor/DD packs, advisory mandates)	10%	12.5%	10%	10%
Offshore Services (pods, dedicated accountants, fractional CFO hours)	10%	10%	15%	10%
Offshore Financial Bottleneck Audit (US\$499)	—	—	flat ₹6,600 per converted audit (in place of %)	—
Accelerator	—	+5% on all streams in a quarter with 10 or more paying Referred Clients	+5% on Offshore Services in a quarter with 10 or more paying Referred Clients	—

White-label option (CPA / Accounting-firm Partner only): instead of commission, the Partner may buy Bebaak capacity at **20% below the published list price** and bill its own clients. In that case the Partner is the client of Bebaak for those services, and no commission is payable on them.

Worked examples (Channel Agent):

- A Core Business subscription at ₹1,299 per month, paid monthly: commission is $25\% \times ₹1,299 = ₹324.75$ per month, for 12 months.
- A bookkeeping retainer at ₹9,999 per month: commission is $15\% \times ₹9,999 = ₹1,499.85$ per month, for 12 months.
- Each amount is paid only after the client pays, less TDS at 2% (currently ₹6.50 and ₹30.00 respectively).

Schedule B — Process

1. **Join:** apply at bebaak.co/partners. On approval and signature, Bebaak issues the Partner Code and link.
2. **Register:** share the link, or send the prospect's details on WhatsApp/email. The prospect is owned by the Partner for 90 days.
3. **Convert:** Bebaak runs the demo or proposal. The Partner may join calls if the client agrees.
4. **Earn:** commission accrues automatically in Bebaak's ERP when the client's payment is recorded.
5. **Get paid:** statement by the 5th, payment by the 10th, TDS certificate quarterly.

Schedule C — Partner details

Field	Details
Legal name	
Partner Type (as ticked in Clause 2.1)	
PAN / GSTIN (India) or country and tax ID (overseas)	
Address	
Email for notices and statements	
Phone / WhatsApp	
Bank account name, number, IFSC (India) or SWIFT/IBAN (overseas), or UPI ID	
Partner Code (assigned by Bebaak)	