

Vendor Referral Agreement

THIS AGREEMENT is made and entered into thisday of December, 2013, by and between Expateer Social Engineering Pvt. Ltd, (doing business as 'ContractIQ'), a private limited corporation having its registered office at 23/43, Old no 9, 18th street, Nanganallur, Chennai , IN 600061, and **Your Company's Registered Name** at **[.....Mention Company's Registered Address]**.

WHEREAS, **Your Company's Registered Name** (herein after referred as Client) is in the process of identifying suitable software services firms for its own requirements

WHEREAS, ContractIQ is in the business of referring potential service providers; and

WHEREAS, Client desires to seek ContractIQ's referral services towards identifying potential service providers

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

The Parties agree to the following:

1. All new purchase orders, statements of work involving the service provider introduced by ContractIQ within three calendar years from the date of signing of the contract between Client and service provider shall be shared with ContractIQ within five calendar days of initiating such transaction with the service provider. Upon written request from ContractIQ, Client, shall share the 'year to date' status of invoices and work status information, within 5 calendar days of such a request.
2. Any service provider that Client engages with, that has been introduced through email by ContractIQ shall be considered as introduced by ContractIQ and the contractual obligations per this agreement shall apply
3. The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this referral agreement and at no time may ContractIQ position itself as affiliated to Client, except as an independent referrer. In view of this independent relationship ContractIQ shall not enter into any agreements on behalf of Client or the service providers, shall make no warranty either expressed or implied on behalf of Client or the service providers and shall not incur any expenses on behalf of Client or service providers
4. This referral agreement does not grant exclusive rights to the ContractIQ to act as referrer on behalf of Client and ContractIQ shall have no rights under any other agreements entered into by Client with other services that offer similar business referrals.
5. ContractIQ agrees not to disclose any confidential information pertaining to Client's goods or services, to any third party.
6. The provisions of the above clause shall not apply with respect to any Confidential Information received which:
 - a) was already in ContractIQ's possession prior to the date of disclosure by Client; or
 - b) was developed independently by the ContractIQ without any reference to or use of the Confidential Information; or
 - c) was in the public domain prior to date of this Agreement or subsequently enters into the public domain otherwise than by breach of this Agreement by the ContractIQ; or
 - d) is subsequently disclosed to ContractIQ by a third party who does not have a duty of confidentiality towards Client; or
 - e) is approved for release upon the written permission of Client; or

7. Any action from Client that encourages or solicits complete or partial payment circumventing the payment obligation related to the referral fee by the service provider is a violation of this Agreement. Should Make A Statement! be found in violation of this section of this Agreement, the same shall be referred for arbitration as noted in clause 12
8. During the period of validity of this agreement, Client agree to refer potential future business opportunities from business partners, customers, acquaintances to service providers introduced by ContractIQ, through ContractIQ and not circumvent this obligation. Should Client be found in violation of this section of this Agreement, the same shall be referred for arbitration as noted in clause 12.
9. Each party shall indemnify, defend and hold the other party (and any other relation to the other party) harmless against any and all claims of whatsoever nature arising from misrepresentation, default, misconduct, failure to perform or any other act related to this agreement.
10. This agreement can be terminated based on mutual agreement with a written notice of 30 days by either of the parties. The provisions of Clause 1, 2 and 7 shall survive the termination of the agreement.
11. This Agreement shall be governed by and construed according to the laws of the Republic of India, and subject to the exclusive jurisdiction of the Courts in Chennai, India.
12. The Parties agree that any and all controversies, claims or disputes with anyone arising out of the operation of this agreement, including any breach of this Agreement, shall, after all efforts at various levels of the management of the two parties have failed, be finally settled by binding arbitration by one (1) arbitrator appointed in accordance with the applicable Arbitration rules. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The parties agree that any provision of applicable law notwithstanding, they will not request and the arbitrator shall have no authority to award, punitive or exemplary damages against any party. The costs of the arbitration, including administrative and arbitrator's fees, shall be shared equally by the parties. Each party shall bear the cost of its own legal fees and expert witness fee.
13. This agreement constitutes the whole agreement between the parties and any alteration must be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date mentioned hereinabove.

For Expateer Social Engineering Pvt. Ltd.	For Your Company's Registered Name
Signature: _____ -	Signature: _____
Name: Ashwin Ramasamy	Name:
Title: Founder – ContractIQ Managing Director – Expateer Social Engineering Pvt. Ltd.	Title:
Date:	Date: