

PARTNERSHIP AGREEMENT

This Agreement made at Mumbai on this2023("Effective Date") by and between BEEHIVE SOFTWARE SERVICES PVT. LTD., a company incorporated under the Companies Act and having its registered office at 5th Floor, Dheeraj Kawal, Lal Bahadur Shastri Rd, Godrej & Boyce Industry Estate, Vikhroli West, Mumbai, Maharashtra 400079. (Hereinafter referred to as "Beehive") which would include their successors or assignees of the One Part (hereinafter individually referred to as the "Party" and collectively as the "Parties") and..... , a company incorporated under the Indian Companies Act and having its registered office at (Hereinafter referred to as "Partner") of the other Part.

WHEREAS, Beehive provides a comprehensive solution for businesses that enables them to manage their entire HR processes and Activity on a web based platform which can be offered in SaaS (On-Cloud) and Enterprise (On-Premises) options

WHEREAS, Partner, having extensive experience, business relationships, and network contacts within its industry / area of operations stands in a position to act as a Beehive Partner, and

WHEREAS, Beehive seeks additional customers, and Partner seeks an additional source of revenue, Partner and Beehive have agreed to form a Partnership according to the terms herein

Beehive is a sole owner of the product and all IP related to the software provided by the company.

Terms and Conditions of Partner and Acceptance.

1. Partner's Identification and Referral of Prospects.
 - a. Partner agrees to use commercially reasonable efforts to refer Prospects to Beehive whom, in Partner's sole opinion, Partner identifies as potential customers for Beehive.
 - b. Partner acknowledges and agrees that in order for a Prospect to qualify as a Commissionable Prospect, the following must have occurred:
 - c. Partner must have actively participated in the introduction of the Prospect to a Beehive sales contact; and
 - d. Partner must have timely documented the introduction of the Prospect on a Beehive Prospect Form ("BPF")/ Prospect details and must have submitted the completed BPF to Beehive for review; and Beehive must have reviewed Partner's BPF / Prospect details and accepted the Prospect as commissionable
 - e. Partner must have continued to actively participate in supporting Beehive in the sales process with said Prospect.
2. Partner acknowledges and agrees that no commission will be paid to Partner by Beehive for the referral of a Prospect if:
 - a. Referred Prospect happens to be an existing customer of Beehive at the time of the referral; or with whom Beehive was already involved in preliminary or advanced discussions relating towards a sale to Prospect (as of the date of the BPF); or For whom a BPF (or similar document) has been previously submitted to Beehive by another Partner or any other third party; OR That Prospect to a sale more than ninety 90 days after the Notification Date; unless extended in writing by Beehive; or For whom Partner did not actively participate in the development and/or solicitation of the Prospect.
3. Where the Prospect is the Partner himself
 - a. Partner acknowledges and agrees that he / she shall be solely responsible for and shall bear all costs associated with Partner's development of any Prospects for referral to Beehive.
4. Beehive's Obligations upon Partner.
 - a. Beehive hereby authorizes Partner to refer Prospects to Beehive in exchange for the remuneration listed in partner commission structure
 - b. Beehive shall upon submission of a BPF from Partner promptly review the BPF to determine whether to accept the Prospect as commissionable or reject the Prospect if not qualifying or other commercially reasonable reason as determined by Beehive.
 - c. Beehive will notify Partner within seven (3) business days ("Notification Date") of receipt of the BPF as to whether the Prospect submitted by Partner to Beehive is commissionable.
 - d. Upon acceptance of a Prospect as commissionable, Beehive shall be solely responsible for all costs associated with the sale of a subscription to said Prospect.
5. Mutual Obligations: Prospect Development/Sale.
 - a. Each Party will cooperate with the other to develop and execute a strategy to best serve the needs of the Commissionable Prospect, including how the Parties will work separately or together, if at all, regarding the Prospect.
 - b. Each Party will, upon request of the other Party, will provide the other with all non-confidential information it has regarding a Prospect in order to assist the other party in (i) verifying the eligibility of the Prospect as commissionable; and/or (ii) successfully soliciting the Prospect to purchase Beehive Online.
 - c. Each Party will, upon request of the other Party, in its reasonable discretion, provide the other Party with information regarding its services and/or products. Such information shall include sales and marketing materials and informal training. Any training provided under this Section shall be

conducted at mutually agreed times and places and shall be conducted in accordance with the training Party's discretion.

6. Partner Commission Structure

No	Partnership Type	Key Activity	Commission / Partner Fees
1	Referral Partner	Partner is responsible to share the official contact of the lead / contact who is actively evaluating HRMS software services	One Month of Subscription Billing
2	Sales Partner	Partner is responsible to refer a lead and involve during the sales cycle till the deal is closed and payments are received	Two Months of Subscription Billing, During the renewal 1 Month of subscription fees applicable till 2 nd year

Note: Above mentioned commission would be applicable on the monthly subscription charges and not on the other pricing components like, implementation or set up charges, Annual Maintenance charges, customization charges, support charges (traveling and Boarding and other OPE getting reimbursed/paid from client).

Partner General Term

a. **Partner Commission:**

- Partner margin OR commission once finalized will be applicable till the agreement validity, partner agreement once signed it will be in effect for the period of 12 months.
- Partner margin OR commission will be paid within 15 days of realizing the payment from the client company, incase if there is any delay in the payment collection partners are requested to assist Beehive team in the payment collection part.
- Partner margin OR commission will be paid as per the client payment schedule and milestones.
- If the partner is directly billing the client, they are responsible for the timely collection as per the Billing / payment policies of Beehive. Beehive will not be responsible for any delay from the client side to the partner.
- If any partner is appointing any sub partners the commission OR margin will paid by the partner from the shared margin or commission. Beehive won't be having any control or relation on the partners sub-contracts and contractors.

b. **Cross Selling Opportunities:**

- If partner company is engaging any opportunity where Beehive is already working directly and providing its software solution and develops a cross selling opportunity, the commission /margin will be given to the partner based upon the agreed rates.
- The same will be applicable if a partner company is engaging any opportunity withing their working network (already engaged clients).

c. **Marketing / sales Assistance:**

- Beehive will share all the required / available marketing collaterals with partners, incase if partner wish to design their own collaterals it will be finalized with Beehive before it's going to be broadcasted on any social / print or digital medium.
- Any partner wish to participate in any business event exclusively for Beehive then, Beehive would be sharing the event participant cost and expenses based upon the partner performance and business generation.
- Beehive would be sharing the leads generated with partners in their territories based upon the partner working experience and command on the Beehive's offering. Incase if the opportunity is shared by any referral partner for the other territories and Beehive has other active partners in that location, the lead will be shared directly with the local partner and the commission will be shared between them

7. **Important Terms & Conditions**

- For all above mentioned benefits, partner should be active with Beehive.
- If lead is not locked / created in Beehive CRM then Beehive team is will not be responsible for any dispute related to any lead (End User, Consultant, Partnership) and team Beehive only considered and follow all above criteria based on the locked lead on the basis of first come first serve.
- Only qualified lead (as per qualification criteria) will be accepted and locked in CRM.
- Partners are advised to disclose the correct lead source during lead locking in CRM.
- Demo should be done within 7 to 10 days on any lead locked by partner /direct sales team.
- Maximum 60 days will be allowed to schedule the demo on any lead locked by partner /direct sales team otherwise the lead will be consider as lost.
- Another 30 days extension will be given based on the on-going discussions/ commitment of partner to schedule the demo on any lead locked by partner /direct sales team otherwise the lead will be consider as 'Lost'.

IN WITNESS WHERE OF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Beehive Software Services Private Limited

(Partner Name)

Name:

Name:

Date:

Date:

Place:

Place: