

Referral Agreement

This Mutual Referral Agreement is made on September 4, 2020 ("Effective Date") by and between Winkey, LLC, dba Delivering Happiness ("Delivering Happiness"), a company having an office at 8022 S Rainbow Blvd. #394 Las Vegas, NV 89139, and Shahid Javed Burki Institute of Public Policy at Netsol (BIPP), a company having an office at 138 AbuBakar Block, New Garden Town, Lahore, Punjab, Pakistan.

1. Mutual Referral Agreement

- a) If one party refers a Client to the other party, the referring party shall receive a referral fee based on contracted Net Revenue received for each referred Client, excluding any additional change orders after the initial contract is executed, per the following terms:
 - 5% of the contracted Net Revenue for the first contract signed. If partner plays an active role in the closing of the deal, i.e. assistance in proposals, conference calls, meetings then the % increases to 10%.
 - ✓ 5% for a passed-on lead to be paid when an agreement is signed, and the client pays DH and vice versa
 - ✓ 10% passed-on and worked lead (assistance from you in creating proposals, joining calls, meetings etc...) when an agreement is signed, and the client pays DH and Vice Versa
- b) Additionally, the above referrals fees are subject to standard pricing; if a discount is provided to the client as an incentive to close the deal the referral percent will be adjusted to reflect the discount. For example:
 - ✓ Based on 5% - if a project is 22K you will receive the standard 5% (\$1,100), if a discount of 10% is provided to the client then a 10% discount will be assessed on your % portion, i.e. 4% (\$880) referral fee rather than 5%.
 - ✓ Based on 10% - if a project is 22K and you worked the lead (assistance from you in creating proposals, joining calls, meetings etc...) you will receive the standard 10% (\$2,200), if a discount of 10% is provided to the client then a 10% discount will be assessed on your % portion, i.e. 9% (\$1,782) referral fee rather than 10%.
 - ✓ Payment will be made when received from project payment. No advance payment will be made.
- c) Net Revenue is calculated as all revenue, less any applied sales discount or union labor.
- d) The referral fee shall be paid on a quarterly basis once payment is received from the Client and shall be accompanied by a written accounting of the total fees received and the calculation demonstrating the referral fees owed. Both parties shall have reasonable audit rights, if necessary.

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- e) In the event that the Client contract is terminated prior to the expiration of the contracted work period, the contracted company shall only be responsible for payment of work ACTUALLY BILLED *and* COLLECTED from the Client.
- f) This is a non-exclusive agreement, whereby each party is entitled to work with other companies in a similar business development capacity.

2. Joint Work

- a) Delivering Happiness and Shahid Javed Burki Institute of Public Policy at Netsol (BIPP) may desire to pitch potential Clients and/or provide services to joint Clients that are not intended to be based on a referral arrangement (i.e., they are intended to be based on a strategic alliance to win new business). The parties will discuss terms and conditions regarding possible joint venture opportunities when those opportunities arise.

3. Non-Solicitation and Non-Disclosures

- a. During the term of this agreement, and for a period of eighteen (18) months thereafter, each party agrees not to (a) solicit, encourage, or cause others to solicit or encourage the other company's Clients to terminate their Client relationship with the company, or (b) provide services similar to those provided by the other company to any of each company's current Clients or to any Client of the Company who was a Client within the one (1) year prior to the provision of such services.
- b. Non-disclosure agreements may need to be signed by both parties.

4. Partner Checklist/Agreements

- DH & Partner Social Media Collaboration
- Bi-Monthly reports/updates on referrals/business closed
- a. Brand and IP
 - Use the DH brand is permitted with our permission or in active client collaboration
 - Misuse of DH brand or information associated with it must be corrected within 5 days
 - Printing or digital sharing of DH IP is permitted with written permission only
 - Reuse of DH IP is permitted with written permission only
 - Representation as part of the DH team is not part of our agreement
 - Representation of DH as Zappos is never ok, we are separate companies
 - Partner will present ALL DH promotional content for approval before it's published
- b. Values and Behaviors
 - Partner will act in accordance with DH Values (see appendix)
 - A Culture Pact will be our more detailed behavioral code we all commit to
 - When we are out of step with the culture pact we will communicate directly and honestly
 - Repeated violation of our Culture Pact will make us very sad, and eventually end the partnership



For Winkey, LLC dba Delivering Happiness:

Signature:  _____

Name: Jenn Lim Co-Founder/CEO

Date: 9/9/2020

For BIPP, Lahore, Pakistan

Signature:  _____

Name: Dr. Muhammad Ejaz Sandhu/Director
Operations, BIPP

Date: September' 04, 2020 _____

