



REFERRAL PARTNER AGREEMENT

Effective Date : January 24, 2023

Control No. Version 1.0

THE INDIVIDUAL WHO CLICKS THE BOX INDICATING ACCEPTANCE OR CLICKING, ' I AGREE TO THE TERMS'; (I) AGREES ON BEHALF OF THE ASSOCIATION, ENTITY, OR CORPORATION THAT SUCH INDIVIDUAL HAS READ, UNDERSTOOD AND ACCEPTS THESE TERMS AND CONDITIONS; AND (II) REPRESENTS THAT SUCH INDIVIDUAL HAS THE AUTHORITY TO BIND THE ASSOCIATION, ENTITY, OR CORPORATION AND ITS AFFILIATES TO THIS AGREEMENT. IF SUCH AN INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH AN INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT. THIS AGREEMENT IS EFFECTIVE BETWEEN THE Referral Partner AND WINGIFY AS ON CLICKING ON THE ACCEPTANCE. WINGIFY RESERVES THE RIGHT TO CHANGE THESE TERMS OF SERVICE FROM TIME TO TIME.

THE AGREEMENT: This Referral Partner Agreement (hereinafter called the "Agreement") is provided by the following organisation, hereinafter referred to as "Wingify": Wingify Software Pvt. Ltd. Our primary website is located at vwo.com. This Agreement is a legal document between Referral Partner and Wingify that describes the affiliate relationship both parties are entering into wherein the Referral Partner shall carry out activities more fully described under "Referral Partner Services" ("Referral Partner"). This Agreement covers the Referral Partner's responsibilities as a Referral Partner and Wingify's responsibilities. Please ensure you read and understand the entirety of this document, as well as have a lawyer's assistance if desired because each of the terms of this Agreement is important to our working relationship.

The below table contains the "Program Tier" based on thresholds of the Total Contract Value a Referral Partner introduces to Wingify through Partner Referrals for a term of one year from the date of execution of the contract between the Partner Referral and Wingify in accordance with the terms and conditions prescribed herein. The thresholds of the Total Contract Value described below in the Program Tier are imperative to be breached (whether cumulative or not) for the prevailing "Commission Percentages" to be unlocked. Only the portion that exceeds the below thresholds under the Total Contract Value shall be accounted for while calculating the "Commission Percentage" to be paid out to the Referral Partner, for example, if the below threshold of Total Contract Value for the duration has reached USD 280K, the "Commission Percentage" for the Total Contract Value of USD 249,999 shall be 25%, and for the Total Contract Value of USD 30,001, the "Commission Percentage" shall be 30%. Upon unlocking the Program Tier below, the "Commission Percentage" of the "Program Tier" shall automatically apply for the corresponding period of that calendar year, and the above "Commission Percentage" shall be correspondingly withdrawn to provide the best "Commission Percentage" to the Referral Partner.

Program Tier	Total Contract Value in USD (Threshold)	Commission Percentage
Bronze	0 to 50,999	15%
Silver	51,000 to 99,999	20%
Gold	100,000 to 249,999	25%
Platinum	250,000 and above	30%

The prescribed limits of "Commission Percentage" due to the Referral Partner pursuant to this Referral Partner Agreement are as more fully described hereinbelow; the below table shall apply only; (i) upon renewal, or (ii) due to a multi-year contract deal between the Partner Referral and Wingify, and the "Commission Percentage" shall be based on the corresponding Total Contract Value of that period of duration. The Referral Partner shall be paid the commission only upon receipt of monies by



Wingify. Please find the commission percentages below:

Year	Commission Percentage
2nd Year	5%
3rd Year	3%
4th Year	1%

The below table contains circumstances under which a “Partner Referral” shall qualify as “Qualified For Attribution”, these circumstances shall include the below occurrence of instances during the course of having to onboard a “Partner Referral”, and only those circumstances marked as a “Yes” shall qualify for a valid “Partner Referral” lead and correspondingly “Qualify for Attribution”.

Website / Lead/ Account Level Checks*	Qualified For Attribution
Existing Customer of VWO	No
An Existing Customer of VWO churned equal to or within the last 6 months	No
An Existing Customer of VWO churned more than 6 months ago	Yes
Any Outbound Activity by VWO for the respective Partner Referral	No
Partner Referral Lead Exists in Active Stages - Assigned, Working or Qualified	No
Partner Referral Lead Exists in Terminal Stages - Archive, Lost or Bad Data	Yes

*For a more detailed understanding of this subject matter, please refer “Consideration Of A Valid Partner Referral Lead” of the “Referral Partner PROGRAM POLICY” available [here](#)

Additional points for the Referral Partner to take note of to ensure the onboarding of the Partner Referral is valid, full and complete are more fully described hereinbelow:

1. The commission shall be paid to the Referral Partner only upon receipt of the fees from the corresponding Partner Referral, i.e. **the monies that are realised by Wingify** as a consequence of the Referral Partner Program for the onboarding of a Partner Referral through an Referral Partner.
2. If more than one Referral Partner submits the same Partner Referral, the first Referral Partner shall get the commission based on the time stamp recorded by Wingify.
3. For the commission realisation to be fulfilled, the **following condition is to be met**; upon receipt of the Partner Referral lead, the specific and particular Partner Referral opportunity shall be **created within sixty days from the date of receipt** of the Partner Referral lead.



1. CO-OPERATION BETWEEN PARTIES

- 1.1. **Services.** Wingify is the sole owner and developer of its proprietary software, VWO and all related services (“**VWO**” or “**VWO Services**”). Referral Partner represents that it has all necessary rights to provide the Referral Partner Services (defined below).
- 1.2. **VWO Content.** Content provided by Wingify in any medium or form pursuant to the VWO Services as may be shared by Wingify with the Referral Partner from time to time.
- 1.3. **Referral Partner Services.** Referral Partner shall refer prospective clients via a Lead Sharing Form shared by Wingify (“**Lead Sharing Form**”). For the purposes of this Agreement, clients referred to or lead(s) provided by the Referral Partner procured through the Lead Sharing Form with the VWO Content to Wingify shall be referred to as “**Partner Referral(s)**”. For the avoidance of doubt, a potential client or Partner Referral who is already a customer of Wingify, or was a customer of Wingify in the preceding six months, shall not be deemed as a valid Partner Referral for purposes of this Agreement. Referral Partner shall undertake to distribute, circulate, disseminate, publish, and broadcast VWO Content provided by Wingify and shall share such VWO Content via media and channels as may be agreed upon by both parties with the inclusion of the Lead Sharing Form. Referral Partner shall at all times ensure compliance with the terms and conditions of this Agreement, including the Referral Partner program policy available [here](#).
- 1.4. **Non-Exclusivity.** This Agreement is strictly non-exclusive, and Wingify reserves the right to cooperate with multiple partners as per its business roadmap. Referral Partner’s appointment is only for the Term and does not constitute a grant of any specific, exclusive territory, geographical area, or particular market to the Referral Partner. Wingify reserves the right to appoint other partners for the purposes of marketing and/or distributing VWO on such terms and conditions as Wingify may determine.
- 1.5. **Independent Contractors.** Referral Partner enters into this Agreement as an independent contractor and will remain, throughout the term stated in Section 3 below, as an independent contractor. This Agreement shall not be construed to create a relationship of employer and employee or a joint venture between the parties, and neither party shall have any right to obligate or bind the other in any manner. Neither party shall hold itself out as an authorised agent with the power to bind, or contract on behalf of, the other party in any manner.
- 1.6. **Referral Partner Acceptance.** Upon completion of the application to become an Referral Partner, Wingify will review the application and notify the Referral Partner accordingly. To process for “Referral Partner”, Wingify may reach out to the Referral Partner, and if Wingify does not hear from the Referral Partner within thirty (30) days, Wingify, at its sole option of discretion, may reject such an application from the Referral Partner. If the Referral Partner has been accepted to participate in the “Referral Partner Program”, upon notification of acceptance, the terms and conditions of this Agreement shall apply in full force and effect until terminated, pursuant to the terms set forth below. The Referral Partner may need to complete any enrollment criteria set-out on the “Referral Partner Program Policy” page, if applicable. Failure to complete any enrollment criteria within thirty (30) days of the Referral Partner’s acceptance by Wingify will result in the immediate termination of this Agreement, and the Referral Partner will no longer be able to participate in the Referral Partner Program.
- 1.7. **Brand Usage Guidelines.** The Referral Partner shall have the right to use the Wingify logo only upon express written approval from Wingify and only in accordance with the “Brand Guidelines” published at the URL <https://vwo.com/downloads/media-kit/VWO-StyleGuide.pdf>. The Referral Partner shall grant Wingify the non-exclusive, non-transferable, royalty-free right to use and display Referral Partner’s trademarks, service marks and logos in accordance with instructions as may be prescribed by the Referral Partner from time to time.
- 1.8. **Partner Referral Acceptance.** For the Referral Partner to be eligible for revenue share (upon confirmation of “Partner Referral Acceptance by Wingify”), the following conditions are expected to be fulfilled (i) Referral Partner must have a valid and existing Referral Partner Agreement with Wingify, (ii) compliance with obligations as set out herein for the Referral Partner including Clause 1.3 and 1.6 as mentioned hereinabove, (iii) Wingify must be able to track the Partner



Referral via the Lead Sharing Form shared with the Referral Partner, and (iv) the Partner Referral must be accepted by Wingify, and (v) there must be a contract executed between Wingify and the Partner Referral.

- 1.9. **Training and Support.** Wingify may make available training and support related to the VWO Services to the Referral Partner, without charge, this may include engaging the Referral Partner for webinars and sharing of material resources that Wingify may make available from time to time. The training and support to be provided by Wingify shall be at Wingify's sole discretion.
- 1.10. **Representations and Warranties.** Referral Partner shall not make any representations, warranties, or commitments regarding VWO or other products or services offered by Wingify other than as expressly permitted in writing by Wingify.

The Referral Partner represents and warrants that the:

- I. Referral Partner has sufficient rights and permissions to participate, engage with, and carry out the obligations as set forth hereunder, including compliance with applicable laws;
 - II. Referral Partner's participation in the "Referral Partner Program" shall not be in conflict with any existing or future agreements or arrangements;
 - III. Referral Partner shall disclose all information to Wingify relating directly or indirectly to the URL's, webpages, websites, blogs, social media accounts, email domains, or the like, owned by the Referral Partner ("**Virtual Real Estate**");
 - IV. Referral Partner shall not purchase advertisements that direct to Referral Partner's Virtual Real Estate which is competing with the VWO Services provided by Wingify, including keywords, or shall not be a business in the domain "Conversion Rate Optimization";
 - V. Referral Partner shall not share "cookie stuffing" or pop-ups, false or misleading URL links as it shall be strictly prohibited;
 - VI. Referral Partner shall not attempt to mask the referring Lead Sharing Form or its information;
 - VII. Referral Partner shall not use the Lead Sharing Form to purchase VWO Services for the Referral Partner's use;
 - VIII. Referral Partner shall only use VWO content (only upon explicit approval from Wingify) on Referral Partner's Virtual Real Estate; and
 - IX. Referral Partner shall, at all times during the term of this Agreement, abide and comply with the [Code of Business Conduct and Ethics](#).
- 1.11. **No Unfair Business Practices.** Referral Partner represents and warrants that the Referral Partner shall not engage in any unethical or unfair business practices during the course of exercising its rights and performing its obligations under this Agreement (including providing or receiving any unauthorised payments or commissions to any personnel, of Wingify, any Partner Referrals, or other parties) and that there are no conflicts of interest with Wingify, any Partner Referrals, or other third parties, arising from the Referral Partner's rights and obligations under this Agreement.
- 1.12. **Marketing Activities.** Parties shall mutually agree in writing the method, techniques, procedures, details, and means of performing marketing, demand generation, promotion, branding, selling, servicing, and/or other such activities as mutually agreed in writing ("**Activities**"). Parties shall observe all appropriate security and safety policies and procedures for performing the Activities. Activities shall be performed in an expeditious and professional manner, in accordance with the standard of care, skill, and diligence expected of parties who are experienced in providing similar services. In performing Activities, Referral Partner agrees to comply with all applicable laws, ordinances, rules, and regulations and to acquire and maintain in good standing all licenses and other governmental approvals and permits for the performance of Activities.
- 1.13. **Data Security.** In addition to the obligations set forth herein, the Referral Partner shall comply with all applicable data protection laws regarding the transmission of data exported to or from the United States or the countries in the European Union or any other country in which the Referral Partner resides, including, without limitation, the General Data Protection Regulation 2016/679 of European Parliament and of the Council of 27 April 2016 (the "**GDPR**"). The Referral Partner shall be a controller under the GDPR, and shall also implement appropriate technical measures to ensure a level of security appropriate to the risk, taking into account the nature, scope, context, and purpose of processing any personal data. The Referral Partner agrees to promptly assist Wingify in complying with any data subject



rights request under the GDPR that Wingify may receive from any individuals referred to Wingify by the Referral Partner. The Referral Partner further agrees to promptly assist Wingify in complying with any duties to cooperate with supervisory authorities under the GDPR. Without limiting the foregoing, the Referral Partner will comply with all applicable export laws.

- 1.14. **Email Publicity.** Referral Partner shall not create, publish, transmit or distribute, under any circumstances, any bulk email messages (also known as “SPAM”) without prior written consent from Wingify, to be granted or denied in Wingify’s sole option of discretion, in each instance. Additionally, Referral Partner may only send emails containing the Lead Sharing Form and or a message regarding Wingify or Wingify’s Referral Partner Program (in accordance with the terms and conditions of this Agreement as set out herein, including Clause 1.3 and 1.6 of this Agreement) to potential Partner Referrals or Partner Referrals who have previously consented to receive such communications from the Referral Partner. Referral Partner’s failure to abide by this clause may cause Wingify to breach applicable laws relating to email communications, including the CAN-SPAM Act of 2003, and shall, in any manner, be deemed a material breach of this Agreement by the Referral Partner and will result in the forfeiture by the Referral Partner of any and all rights the Referral Partner may have to any commissions and the termination of the Referral Partner’s participation in the “Referral Partner Program”. The Referral Partner shall indemnify Wingify for any and all losses that may arise as a consequence of the breach of this Agreement. Further, if the Referral Partner’s account has excessive clicks on the Lead Sharing Form in a very short period of time, as determined by Wingify in its sole discretion, the “Referral Partner Program” relationship for the Referral Partner may be terminated.

2. REVENUE SHARING

- 2.1. **Contracting and Revenue.** Wingify shall contract directly with the Partner Referrals and shall invoice and receive the full consideration under such contracts directly from the Partner Referrals. For the purposes of this Agreement, “**Contract Value**” with respect to a Partner Referral shall mean the revenue that Wingify or the Referral Partner earns from contracts with such Partner Referral.
- 2.2. **Disclosure.** Referral Partner shall disclose to the other all material communications, including all commercial quotes and commercial terms, agreed under a contract that is exchanged with a Partner Referral.
- 2.3. **Payment.** After the receipt of revenue in accordance with the terms of Wingify’s contract with the Partner Referral and upon compliance with the terms and conditions as set out herein by the Referral Partner (including fulfilment of the conditions set out in Clause 1.8 by the Referral Partner), Referral Partner shall be paid the revenue share via bank transfer or such other method and on such intervals as may be mutually agreed in writing between the parties. The payment of the revenue share by Wingify shall be at Wingify’s sole discretion.
- 2.4. **Expenses.** Parties shall each be responsible for all costs and expenses incurred incident to this Referral Partner Agreement unless otherwise agreed to in writing by the parties.
- 2.5. **Taxes.** As a Referral Partner is not a Wingify employee for any purpose or Wingify is not an employee of Referral Partner for any purpose, including for tax purposes, Wingify or Referral Partner shall not take any action or provide the other party with any inconsistent benefits or commitments. Referral Partner and Wingify shall each be solely responsible for the payment of all of their own respective sales, use, or other taxes assessed against or associated with its services, including without limitation all of Referral Partner’s income/Wingify’s income, payroll, or employment-related taxes and payments.

3. TERM AND TERMINATION

- 3.1. **Term.** Unless otherwise agreed in writing, this Agreement is effective from the effective date and shall be valid for a period of one year from the effective date. Any renewal of the Agreement shall be subject to mutual agreement.
- 3.2. **Termination for Convenience.** Either party may terminate this Agreement for convenience by providing written notice of 30 days to the other party.



- 3.3. **Termination for Breach.** Either party may terminate this Agreement (i) if the other party commits a material breach of the Agreement and fails to cure such material breach within 15 days of written notice from the other party and/or (ii) immediately if the other party becomes insolvent, has filed for bankruptcy, or if a notice or demand for winding up has been issued in respect of such party.

4. INTELLECTUAL PROPERTY

- 4.1. **Retention of Rights.** All patents, copyrights, trade secrets, trademarks, and other intellectual property rights associated with Wingify will remain its sole property. Wingify grants to Referral Partner only the rights stated herein. Referral Partner shall not modify or create derivative works of VWO and/or Wingify and shall not facilitate or allow others to do so. Any modifications or derivative works created in violation of the foregoing shall belong to Wingify. The Referral Partner acknowledges that if any free VWO account or access is provided as part of the Agreement, such accounts or access may be used only for the internal (non-commercial) use of the Referral Partner for the purposes of fulfilling its obligations under this Agreement.

5. LIABILITY

- 5.1. **Indemnity.** Each party will indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents (collectively, the "Indemnified Parties") from and against all claims, demands, losses, damages, and liability, including, without limitation, all attorneys' fees, court costs, expenses, and other costs of investigation and preparation (collectively "Liability"), arising out of or in connection with the loss of life, bodily injury, personal injury, damage to property or any other loss or injury occasioned by reason of (i) the negligent act or omission or intentional misconduct of a party or anyone under a party's control, and/or (ii) any default by a party in the observance or performance of any of the terms or conditions of this Agreement to be observed or performed by the party; and/or (iii) should any of the Activities or the provision of or utilization thereof, as contemplated under this Agreement, infringe, violate, trespass or in any manner contravene or breach or constitute the unauthorized use or misappropriation of any intellectual property of any third party. The indemnity obligations in this Clause shall survive the expiration or earlier termination of this Agreement.
- 5.2. **Limitation of Liability.** Wingify will not have any liability for any indirect or consequential damages under this Agreement. Wingify's entire Liability and Referral Partner's exclusive remedy for any claim, including but not limited to claims based upon contract, warranty, negligence, or strict liability in tort arising out of VWO and/or Wingify or arises out of or in connection with this Agreement shall be limited to direct damages caused by Wingify's sole negligence in an amount not to exceed US\$1,000, (or the equivalent in local currency).

6. GENERAL PROVISIONS

- 6.1. **Confidentiality.** Each party undertakes in respect of Confidential Information for which it is the recipient: (i) to treat such information as confidential; (ii) to disclose such Confidential Information only to those employees on a need-to-know basis who are directly involved in the performance of this Agreement, (ii) not to communicate or disclose any part of such Confidential Information to any third party without the disclosing party's prior written consent, (iv) upon termination, expiry or at the request of the disclosing party, to return all such Confidential Information to the disclosing Party. The obligations in this Clause 6.1 will not apply to any Confidential Information: (i) in the recipient's possession (with full right to disclose) before receiving it; (ii) which is or becomes public knowledge other than by breach of this Clause; (iii) independently developed by the recipient without access to or use of the Confidential Information; or (iv) required to be disclosed in accordance with applicable laws and regulations, provided that to the extent permitted by applicable law, the recipient shall notify the disclosing party of such requirement prior to such disclosure.
- 6.2. **Entire Agreement.** This Agreement sets forth the entire agreement with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, whether written or oral between the parties.
- 6.3. **Dispute Resolution.** This Agreement is subject to the laws of the Republic of India and with the courts of New Delhi, India having sole jurisdiction. Wingify will be entitled to seek injunctive or other equitable relief to remedy any



threatened or actual breach of this Agreement.

- 6.4. **Assignment.** This Agreement and all rights and obligations may not be assigned in whole or in part by either party without the prior written consent of the other, except that the rights and obligations of Wingify may be assigned to another entity in connection with a reorganisation, merger, consolidation, acquisition, or other restructuring involving all or substantially all of the voting securities and/or assets of such party. Any attempted assignment in contravention of this Clause shall be void and of no effect.
- 6.5. **Amendment.** Any additions or modifications to this Agreement must be made in writing with the mutual consent of both the parties and must be signed by an authorised signatory of both the parties.
- 6.6. **No Waiver.** No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, will operate as a waiver of any such right, power, or remedy.
- 6.7. **Force Majeure.** Except with regard to payment obligations, either party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the party, including, but not limited to: default of subcontractors or suppliers; failures or default of third party software, vendors, or products; acts of God or of a public enemy; governmental actions; acts of terrorism, strikes; communications, network/internet connection, or utility interruption or failure; fire; flood; epidemic; and freight embargoes.
- 6.8. **Severability.** If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

[END OF TERMS AND CONDITIONS]



CONFIDENTIAL