Connect Partner — Memorandum of Understanding

This Memorandum of Understanding ("MoU") records the terms on which the Connect Partner will introduce prospects to Ichelon, and the Partner Earnings payable in return. Effective from ______________ (the "Effective Date").

PARTY 1 · THE COMPANY

Ichelon Consulting Services Pvt. Ltd.
461, JMD Megapolis, Sohna Road,
Sector 48, Gurgaon, Haryana
rohit@ichelon.in · +91 81302 26224

PARTY 2 · THE CONNECT PARTNER

Name: ______________________
Entity / Firm: ______________________
Address: ______________________
Email / Phone: ______________________
PAN / GSTIN: ______________________

SECTION 1 · PURPOSE & SCOPE

1. **Purpose.** The Connect Partner will introduce qualified prospects to the Company. The Company will independently manage all sales, commercial negotiation, onboarding and service delivery for every introduced prospect.
2. **Qualified introduction.** An introduction is qualified only if it is a **new prospect**, submitted in writing to the Company **before** the Company has an existing engagement or active conversation with that prospect, and the prospect is aware of and consents to the introduction.
3. **No authority.** The Connect Partner is an independent party. This MoU creates no employment, agency, partnership or joint venture, and confers no authority to quote prices, negotiate, sign, or make any representation, warranty or commitment on the Company's behalf.

SECTION 2 · CONSIDERATION

COMPONENT	BASIS	WHEN PAYABLE
Finder's Fee	**15%** of the first month's payment received	Month 1 only, once
Partner Share	**5%** of monthly billing	From month 2, every active month, for the lifetime of the Connected Client

4. **Non-overlapping components.** The two components do not overlap. The first month of billing earns the **15% Finder's Fee only**. The **5% Partner Share applies from the second month onwards**, every month the Connected Client remains active, for the lifetime of the Connected Client — with no cap and no expiry.
5. **Calculation basis.** All Partner Earnings are calculated on **net professional fees actually received** by the Company from the Connected Client, excluding GST and other taxes, and excluding any third-party pass-through costs such as advertising spend, media budgets, software licences and vendor charges.
6. **Payment date.** Partner Earnings are processed only after successful receipt of payment from the Connected Client. All eligible Partner Earnings accrued in a calendar month are paid on the **7^{th} of the following month**, against a valid invoice or payout request raised by the Connect Partner. Where the 7^{th} falls on a bank holiday or non-working day, payment is made on the next working day. Payouts are subject to tax deduction at source and applicable Indian tax law.
7. **Excluded revenue.** Partner Earnings are payable on the **originally introduced engagement only**. The Connect Partner has **no role in, and earns no Finder's Fee or Partner Share on**, any cross-sell, upsell, additional service, scope expansion, or renewal of the contract with the Connected Client — all of which are handled solely by the Company.

SECTION 2 · CONSIDERATION (continued)

8. **Continuity.** Partner Share is payable only while the Connected Client maintains an active, paid engagement. If the client discontinues, pauses, or defaults on payment, Partner Share ceases from the applicable billing cycle. No Finder's Fee or Partner Share is payable on refunded or written-off amounts.
9. **Verification.** The Company reserves the right to verify every introduction and to determine eligibility for Partner Earnings payouts. Where two partners introduce the same prospect, the first written submission received prevails.

SECTION 3 · PARTNER COMMUNICATION

10. The Company will share **Partner Connect updates** with the Connect Partner regularly, and will communicate any revision to the programme **in advance**.
11. Each payout will be accompanied by a **transaction communication** stating the Connected Client, the billing period and the amount. A **monthly performance report** covering introductions and earnings will be shared **on request**.

SECTION 4 · CONFIDENTIALITY, TERM & GENERAL

12. **Confidentiality.** Each party will keep confidential all non-public information received from the other, including prospect details, commercial terms and pricing, and will use it solely for the purpose of this MoU. This obligation survives termination for two years.
13. **Conduct.** The Connect Partner will not make any claim, guarantee or representation regarding the Company's services beyond materials the Company has issued, and will comply with applicable law, including healthcare advertising and data protection requirements.
14. **Term & termination.** This MoU is effective from the Effective Date and continues until terminated by either party on **30 days' written notice**. Partner Share on Connected Clients already onboarded before termination continues to be paid for ________ months after termination, subject to clause 8.
15. **Governing law.** This MoU is governed by the laws of India. Courts at Gurgaon, Haryana have exclusive jurisdiction. Amendments must be in writing and signed by both parties.

> **Signed in duplicate.** By signing below, both parties confirm they have read, understood and accepted the terms of this MoU in full, and that the details recorded in the Party 2 block on page 1 are accurate.

FOR THE COMPANY	FOR THE CONNECT PARTNER
Ichelon Consulting Services Pvt. Ltd.	
Signature	Signature
Name & Designation	Name & Designation
Date & Place	Date & Place