

**THIS REFERRAL REWARD AGREEMENT** (“**Agreement**”) is made and entered into this [date ] 2022 (the “**Effective Date**”)

**BETWEEN**

- (1) **BFT-GROUP INCORPORATION LTD**, a company incorporated in England & Wales, with its registered office at Unit 82a James Carter Road, Mildenhall, Bury St. Edmunds, England, IP28 7DE (the “**Company**”); and
- (2) \_\_\_\_\_, a company incorporated in \_\_\_\_\_ with its registered office at \_\_\_\_\_ [ \_\_\_\_\_ of residential address] (the “**Introducing Party**”),

the Company and the Introducing Party may sometimes be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

- (A) The Company is pursuing a strategy of acquiring a portfolio of controlling interests in businesses, providing the advantage of scale and accelerating growth by collectively bidding for larger tenders & projects and improving access to capital, consistent with the Company’s Vision and Mission statements.
- (B) The Introducing Party is offering, on a non-exclusive basis and using its own resources and at its own risk and expense, to identify businesses for sale which meet the Company’s acquisition criteria (the “**Acquisition Targets**”), as amended from time to time, and introduce such businesses to the Company (the “**Services**”).

**IT IS HEREBY AGREED AS FOLLOWS**

**1. TERM**

- 1.1 This Agreement shall take effect on the Effective Date and, unless sooner terminated in accordance with Article 8 (Termination), shall subject to Article 1.2 continue in force until terminated by one Party giving reasonable notice to the other Party, such notice taking immediate effect.
- 1.2 Any termination or expiry of this Agreement: (i) shall be subject to any provision of this Agreement that is provided for herein expressly to survive such termination (including those specified at Article 8.4) and; (ii) is without prejudice to any rights and obligations arising out of or in connection with this Agreement that have vested, matured, or accrued prior to said termination or expiry.

**2. SERVICES**

- 2.1 The Introducing Party hereby agrees to perform the Services, in accordance with the terms of this Agreement generally, and in particular the following provisions of this Article 2:
  - (a) the Introducing Party shall perform the Services diligently.
  - (b) the Introducing Party has no obligation to provide referrals to the Company and the Company has no obligation to accept referrals from the Introducing Party;
  - (c) the Company has no obligation to furnish an Introducing Party with any information and data of any kind or assist an Introducing Party in identifying, contacting or qualifying Acquisition Targets;
  - (d) the Company has no obligation to evaluate, pursue or complete a transaction with an Acquisition Target and the Introducing Party has no claim on the Company for damages or expenses in this event;

- (e) the Introducing Party shall comply with the privacy and confidentiality policies of both the Company and the Acquisition Targets;
- (f) the Introducing Party shall avoid any real or apparent impropriety that might adversely reflect on the Company. The Introducing Party shall act in the Company's best interests at all times during the performance of the Services and shall not take any action that is detrimental to the Company.

### **3. REWARD FOR SERVICES**

3.1 Following the successful completion of a controlling interest in the Acquisition Target, the Acquisition Target having been introduced to the Company by the Introducing Party, the Company shall pay the Introducing Party a reward (the "Reward"). Payment of the Reward is subject to each of the following conditions being met or, at the Company's sole discretion, waived by the Company:

- (a) the Introducing Party must comply with the privacy and confidentiality policies of both the Company and the Acquisition Target;
- (b) the Introducing Party must submit a letter from the Acquisition Target confirming the introduction and containing all relevant contact details (the "Introduction Letter");
- (c) the Reward is payable in Great British Pounds within 20 business days (London) of the Company completing its controlling interest in the Acquisition Target;
- (d) where applicable, the Introducing Party must submit a valid invoice for the Reward to the Company, inclusive of any applicable sales tax. If any deduction or withholding is required by law, the Company shall not pay any additional amounts to ensure that the net amount received by the Introducing Party is equal to the amount it would have received had no such deduction or withholding been made;
- (e) the Reward payable to an Introducing Party that is an affiliated partner of the Company is a flat rate of £5,000 (excluding sales tax) per introduction;
- (f) the Reward payable to any other Introducing Party is a flat rate of £3,000 (excluding sales tax) per introduction;
- (g) A Reward is only due if the Company completes its acquisition of the Acquisition Target within twelve (12) months of the date of the Introduction Letter;
- (h) such payment of the Reward shall be the complete, entire, and the only remuneration of the Introducing Party for the Services due hereunder. The Introducing Party shall bear all cost and expense of its own staff, travel, overhead, organisation, and facilities, required to perform the Services;
- (i) the Company shall make all payments due to the Introducing Party hereunder by bank wire transfer to the account of the Introducing Party, notified to the Company on not less than fourteen (14) days' notice, which shall be at a designated financial institution in the United Kingdom. No payment to the Introducing Party hereunder will be in cash or bearer instrument, nor will any payment be made to any Person or entity other than the Introducing Party or any principal, officer, or employee of the Introducing Party;
- (j) this Agreement sets forth the entire compensation and all payments which may become due from the Company in respect of the Services. The Introducing Party shall defend, indemnify, and hold the Company harmless from and against any claims, liabilities, or damages for any commission, finder's fee, or other compensation claimed by any third party as a consequence of the Introducing Party's actions and the Introducing Party warrants that, as of the Effective Date of this Agreement, the Introducing Party has no understandings or agreements for such Services with any third party;
- (k) the Introducing Party shall pay all and any applicable taxes due in any jurisdiction on the payments made to it under this Agreement and shall indemnify and hold harmless the Company from and

against any claims, liabilities, penalties, assessment or damages arising from the Introducing Party's failure to pay any taxes on the payments made to it under this Agreement;

- (1) the Company may set off any amount the Introducing Party owes the Company against any amount payable by the Company to the Introducing Party.

#### **4. MUTUAL REPRESENTATIONS AND WARRANTIES**

4.1 Each Party represents and warrants to the other, where applicable, as follows:

- (a) that it is duly organized and validly existing under the laws of its jurisdiction of formation and has all necessary power and authority to conduct its business as currently conducted;
- (b) that it has the unrestricted right, power and authority to execute and deliver this Agreement and perform its obligations hereunder, and such actions have been duly authorised by all necessary corporate actions on such Party's behalf;
- (c) that this Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms; and
- (d) that the execution of this Agreement and performance by such Party does not breach or violate its constitutive documents, any contract, or agreement to which it is a party or by which it may be bound.

#### **5. INDEPENDENT CONTRACTOR; NO AGENCY**

- 5.1 The Introducing Party shall perform all Services as an independent contractor. Nothing stated or implied in this Agreement is intended to nor shall make the Introducing Party or any of the Introducing Party's officers, directors, or employees, the employees or agents of the Company or any of its Affiliates, nor authorises the Introducing Party's officers, directors, or employees to in any way represent or hold themselves out to be employees or agents of Company or any of its Affiliates.
- 5.2 Subject to Article 5.3 below, the Introducing Party shall disclose its relationship with the Company to all third parties with whom it deals in the performance of the Services.
- 5.3 The Introducing Party shall not, on the Company's behalf, negotiate or enter into any agreements, nor do anything else that would cause the Company to become obliged to any third parties in each case without the Company's express prior written approval. The Introducing Party is not authorised to act on behalf of the Company nor any of its Affiliates, and the Introducing Party shall not represent to any third parties that it is authorised to act on behalf of the Company or any of its Affiliates without the Company's express prior written approval.
- 5.4 Neither the Introducing Party nor any Person engaged by the Introducing Party to perform the Services is or shall become entitled to any benefit, including insurance, pension contributions, or bonuses, of any kind, including such benefits that the Company may provide for its own employees. The Introducing Party is and shall remain at all times solely responsible for providing all employee benefits which accrue for any person performing the Services (including the Dedicated Personnel), and shall indemnify, defend, and hold the Company harmless against any and all claims for any such benefits.

#### **6. ASSIGNMENT**

- 6.1 The Introducing Party shall not delegate, subcontract, transfer, nor assign any or all of its rights or obligations under this Agreement without the express prior written approval of the Company. Any such purported delegation, subcontract, transfer, or assignment by the Introducing Party of any of its rights or obligations under this Agreement, that is purported to be made without the Company's express prior written approval, shall be void from the time of such purported delegation, subcontract, transfer, or assignment, and shall constitute a material breach of this Agreement. The

Company will be entitled to grant or withhold its approval of any proposed delegation, subcontract, transfer, or assignment by the Introducing Party in its absolute discretion and may impose such conditions to its approval as it may deem appropriate in its absolute discretion.

- 6.2 The Company shall be free to assign or transfer its rights and/or obligations under this Agreement to any of its Affiliates but shall promptly notify the Introducing Party following any such assignment or transfer (and the Introducing Party shall promptly enter into any such instrument of transfer as may be required reasonably to give effect to an assignment or transfer made by the Company in accordance with this Article 6.2).

## **7. ANNOUNCEMENTS**

- 7.1 Neither Party shall use the other Party's trademarks, logos, or other corporate branding, without the other Party's express prior written approval in each instance.
- 7.2 The Introducing Party shall not make any public announcement relating to the terms or existence of this Agreement, including the Services, without the Company's express prior written approval.

## **8. TERMINATION**

- 8.1 This Agreement may be terminated immediately by the Company, upon giving notice to the Introducing Party, if the Introducing Party commits a material breach of this Agreement.
- 8.2 This Agreement may be terminated immediately by either Party, upon giving notice to the other Party, if the other Party suffers an Insolvency Event.
- 8.3 In the event of the termination of this Agreement by either Party pursuant to this Article 8, neither the Reward nor any other compensation or remuneration shall be due or payable hereunder by or on behalf of the Company to the Introducing Party, even if resulting from Introducing Party's efforts prior to such termination.
- 8.4 Article 5 (No Agency), 7 (Announcements), Article 9 (Governing Law), and Article 11 (Miscellaneous), along with any obligation (and associated right) hereunder to indemnify defend and hold any Person harmless, along with all terms of this Agreement necessary to give effect the aforementioned provisions, shall survive any termination or expiry of this Agreement.

## **9. GOVERNING LAW**

- 9.1 The laws of England and Wales (excluding any conflicts of laws principles that would require the application of the laws of another jurisdiction), shall govern this Agreement, and the performance of the Services hereunder, including any dispute, controversy, or claim arising out of, relating to, or in any way connected with this Agreement and/or the Services, including the existence, validity, performance, breach, or termination of this Agreement.
- 9.2 Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales to determine any claim or dispute (including non-contractual disputes or claims) arising out of or in connection with the Services and/or this Agreement or its subject matter or formation.

## **10. NOTICES AND COMMUNICATIONS**

- 10.1 All notices, notifications, requests, and other communications required in this Agreement must be in writing and must be delivered in person, or sent by e-mail, to the other Party as follows:

### **To Company:**

Address:

BFT-GROUP INCORPORATION LTD

UNIT A

82 James Carter Road  
Mildenhall  
Suffolk IP28 7DE  
United Kingdom  
E-Mail: info@bft-group.net  
Attention: Anna Jensen

**To Introducing Party:**

Address: [ ]  
E-Mail: [ ]  
Attention: [ ] (the Introducing Party's Representative)

**11. MISCELLANEOUS**

11.1 This Agreement shall bind and endure to the benefit of the Parties and their respective successors and permitted assigns.

11.2 No Party shall be liable to the other Party for any consequential, indirect, incidental, or punitive damages arising out of, or in connection with, this Agreement.

11.3 The Parties intend that:

- (a) subject to Article 11.3, no provision of this Agreement may be enjoyed or enforced by any Person, other than the parties to this Agreement, regardless of whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- (b) any Person not a Party to this Agreement, who is expressed to be entitled hereunder to receive the benefit of any obligation of a Party to indemnify, defend and hold that Person harmless, in respect of any matter or thing, shall be entitled to enforce this Agreement to the extent necessary to receive said benefit in accordance with the Contracts (Rights of Third Parties) Act 1999; and
- (c) Notwithstanding Article 11.3(b), this Agreement may be rescinded, amended, or varied by the written agreement of the Parties without notice to or the consent of any Person who is not a Party even if, as a result, any Person's right to enforce a term of this Agreement may be varied or extinguished.

11.4 No modification of or amendment to this Agreement shall be valid or binding unless it: (i) is made in writing; (ii) contains a specific reference to this Agreement; and (iii) has been duly executed by the authorized representatives of the Parties.

11.5 Each provision of this Agreement is severable and if any provision is determined to be invalid, unenforceable, or illegal under any existing or future law, the invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable, and legal.

11.6 No waiver of any breach of this Agreement shall be deemed to be effective or binding unless the waiver is in writing and signed by an authorized representative of the Party purporting to have waived the breach and, unless otherwise provided in this Agreement, the waiver is limited to the specific breach waived. A Party's failure to enforce or delay in enforcing any of the terms of this Agreement does not constitute a waiver of such terms.

11.7 This Agreement may be executed in any number of counterparts and each counterpart shall be considered an original of this Agreement. Together all executed counterparts constitute one and the same

instrument; however, neither Party shall be bound to this Agreement unless and until both Parties have executed and delivered one such counterpart.

**IN WITNESS WHEREOF** the Parties have caused their duly authorised representatives to execute this Agreement on their respective behalf on the date first above written.

EXECUTED for and on behalf of  
**BFT-GROUP INCORPORATION LTD**  
by Anna Jensen

EXECUTED for and on behalf of  
by [ ]

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Chief Executive Officer

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