To,

**[BDP Name]**,

Consultant Address

**Subject**: Engagement as Business Development Partner

Dear [BDP Name],

This has reference to our discussions regarding possible engagement of your consultancy services for Let’s Excel Analytics Solutions LLP **(“LEAS”**). Based on our discussions, I am pleased to confirm the engagement of your services on the following terms:

1. Nature of Engagement: Subject to payment of fees mentioned in 3 (a), you shall be engaged as an external business development partner to LEAS for a period of 1 (one) year starting from 04-04-2023. As such, you shall not be considered as an employee of the LEAS and shall accordingly be free to pursue independent business/ professional activities. This engagement in no way constitutes any joint venture, partnership or employer-employee relationship between us.
2. Scope of Deliverables: You shall be responsible for following deliverables:
3. Generating new leads
4. Nurturing the leads
5. Converting leads into sales qualified leads
6. Closing deals
7. Under the Beginner program you are expected to close at-least 6 deals with minimum deal value of INR 82,862.25 per deal.
8. Payment:
9. You need to pay annual fees of INR 20,000 and the applicable GST for the Beginner Program.
10. The fees paid by you will be non-refundable.
11. You will be paid 10% commission on every successful deal closure.
12. The payment shall be processed once a month upon receipt of payments from customers for deals closed in respective month.
13. Information: You shall use your personal IT devices and resources for accomplishing your deliverables.
14. Termination:
15. Either party can terminate this engagement by giving 14 days of notice to the other party.

1. In the event of any breach of the terms of this engagement, the LEAS can terminate the engagement with immediate effect, if such breach is not cured by the breaching party within 7 (Seven) days from the date of notification of breach by LEAS.
2. Termination of the engagement shall not absolve you from the rights and obligations incurred prior to the termination of the engagement.
3. In the event of termination, LEAS shall pay you commission for the deals closed up to the date of termination.
4. Confidentiality

You acknowledge that the LEAS may make available to you certain customer lists, pricing data, supply sources, techniques, computerized data, maps, methods, product design information, market information, technical information, benchmarks, performance standards and other confidential and/or proprietary information of, or licensed to the LEAS or its clients/customers (“**Customers**”), including without limitation, trade secrets, inventions, patents, and copyrighted materials (collectively, the “**Confidential Material**”). Confidential Material shall not include following information: (a) information that is/ was publicly known or comes into public domain without any breach of this agreement; (b) is received by you from a third party, without breach of this agreement; (c) was already in your possession without confidentiality restrictions, at the time of disclosure by you; (d) is permitted for disclosure by the Client in writing; (e) is independently developed by you without use of any proprietary information of the Client; (f) is required to be disclosed by you pursuant to any order or requirement from court, administrative or governmental agency or under any law,

You acknowledge that this information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by the LEAS to maintain its secrecy and confidentiality. Except as essential to your obligation under this Agreement, you shall not make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Material. Except as essential to your obligations pursuant to your relationship with the Client, you shall not make any duplication or other copy of the Confidential Material. You shall not remove Confidential Material or proprietary property or documents without written authorization. Immediately upon request from the LEAS, you shall return to LEAS all Confidential Material or proprietary property or documents. You shall notify each person to whom any disclosure is made that such disclosure is made in confidence, that the Confidential Material shall be kept in confidence by such persons.

1. **Representation and Warranties**

This engagement is based on your representation and warranty that: (a) you have the necessary skills, resources and capabilities to provide the services contemplated hereunder; (b) you shall provide services in accordance with applicable law; and (c) you have the legal power and authority to execute this agreement and perform services hereunder.

LEAS products and services are provided on AS IS basis and generally without any warranties. You shall not provide any representation or warranty on behalf of LEAS to any third party, unless specifically authorized by LEAS. LEAS shall not be liable for any promises, warranties or commitments made by you to third parties without specific advance authorization.

1. **Indemnity:**

You shall indemnify and hold LEAS and its partners and employees harmless from any loss, cost, damage, complaint or proceeding arising out of or related to breach of your obligations towards LEAS.

1. **Governing Law and Dispute Resolution:**

This Agreement shall be construed and governed by laws of India. All disputes arising from or related to this Agreement shall be subject to the exclusive jurisdiction of courts situated at Aurangabad, Maharashtra, India.

You are requested to confirm your acceptance of the terms by signing this letter below and returning a copy of the same for our record.

Yours sincerely,

For Let’s Excel Analytics Solutions LLP

Founder & Partner,

Rucha Deshpande

Agreed & Accepted,

[BDP Name]