PLEASE READ THE ENTIRE AGREEMENT YOU MAY PRINT THIS PAGE FOR YOUR RECORDS THIS IS A LEGAL AGREEMENT BETWEEN YOU AND THE COMPANY ALONGWITH IT'S GROUP COMPANIES COLLECTIVELY BY CLICKING YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY BOUND FOR EACH AND EVERY TERMS AND CONDITIONS

- [a] **Tenure**: This agreement is valid until terminated by giving Thirty (30) **days** written notice by either of the parties. The agreement will be terminated by the Company with immediate effect in case of any material breach of this agreement by You by giving a written notice in this respect.
- **[b] Services to be rendered:** Your primary responsibilities would *inter alia* include:
 - 1. Assisting in sales strategies for the various products as provided under the application by Fintech Blue Solutions Pvt. Ltd herein after referred collectively as "Company/Our/ Us/ We".
 - 2. Assisting in distributing publicity material, point of purchase displays etc. as required/ approved by Us.
 - 3. Providing market feedback to Us.
 - 4. Any other assignments in accordance with the direction and instructions given by the Company from time to time. However, the Company during the period of this Agreement may entrust You with other assignments, in so far as such assignments are just, reasonable and within Your competencies in respect of marketing and sales support activities under this engagement.
- [c] Fees: The Company shall pay you an all inclusive Fee as a consolidated payment on a fortnightly basis based on the grids determined from time to time, in a given month which would be separately discussed between the Company and you by its authorized representative through any mode of communication. This payment for each period will be made in the subsequent month and would be determined in accordance with your performance/contributions to be reviewed every month, based upon the volume and quality of services rendered, and any special one- off assignments that may be assigned to you. This payment will be linked to the achievement of norms that shall be set for you by the Company. You shall not be entitled to any other compensation during and for the period of this engagement.
- **[d] Taxation:** The Company shall deduct any or all such taxes in terms of the Income Tax Act and such other relevant and applicable acts and the rules made there under and as amended from time to time. Provided that, along with invoice for fees, you can also raise GST invoice on a monthly basis, if you want to claim from Company any GST input credit, in accordance with applicable laws and regulations.

[e] Representations:

- [1] This arrangement is not to be construed as an offer of employment and does not confer any right upon You to claim employment with the Company. Nothing in this agreement creates any EmployerEmployee or Principal-Agent relationship between the parties. You will be independently liable for Your acts or omissions and the Company is no manner whatsoever takes any accountability towards the same to You or any third party.
- [2] You shall not publish or cause to be published in any media, print and/or electronic, any advertisement, or distribute any circular or writing, concerning the Company or its products, or about this engagement without the prior written approval and authority of the Company. If any law suit shall be brought against the Company as a consequence of any unauthorised action or publication or statement by You or Your staff or representative in any media, print, electronic or in any other form, all cost, loss or damages arising there from shall be borne by You.

- [3] You shall not and do not have the right to negotiate or enter into any contracts and/or agreements of any nature whatsoever on behalf of the Company and the Company shall not be bound by any contract and/or agreement made by You or any of Your staff or representatives.
- [4] Upon the expiry or earlier termination of this Agreement, as the case may be, You shall cease to carry on all activities that You were authorized to do under this Agreement. You shall, forthwith deliver to the Company all documents and other material relating to the Company which are in Your possession and/or in the possession of Your employees/ representatives.
- [5] The Company reserves its right, at any time, to review and approve the use of Your Links and You shall comply with the guidelines provided to You. We may monitor Your site as We feel necessary to make sure that it is up-to-date and to notify You of any changes that We feel should enhance Your performance. Access to Our site/ application is permitted on a temporary basis and We reserve the right to withdraw or amend the access without notice. We will not be liable if for any reason Our site/ application is unavailable at any time or for any period.

If You are provided with, a user identification code, password or any other piece of information as part of Our security procedures, You must treat such information as confidential and You must not disclose it to any third party. We have the right to disable any user identification code or password, if in Our opinion You have failed to comply with any of the provisions of these terms of use or acted in an unethical manner. Any use of Our site or application is required to be in accordance with the "Terms of Use" Policy of the Company.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of Our site/ application or to Your downloading of any material posted on it or on any website linked to it.

- You hereby authorize and give consent to the Company to send You, either through itself or through any third party service provider, from time to time various information / alerts / SMS/ other messages or calls or commercial communication, and other services on the aforesaid listed telephone numbers, whether these numbers are registered with National Do Not Call Registry/ listed in the National Customer Preference Register or not. You also confirm that by sending any such messages / calls You will not hold Company or its authorised third party service provider liable/ institute complaint against under the Telecom Commercial Communications Customer Preference (TRAI) Regulations, 2010 or such other applicable regulations including any amendment thereof, as maybe applicable from time to time.
- [7] You agree to be in compliance with all applicable laws and regulations governing Your scope of services under this engagement and conduct Yourself in a highly professional and ethical manner and within the regulatory regime as prescribed by sectoral regulator.
- **[f] Confidentiality:** You acknowledge that the business of the Company is highly competitive and that any information concerning the Company's business, including but not limited to strategies, methods, books, records and documents, presentations, technical information concerning its products, equipment, services and processes, customer lists, procurement procedures, pricing techniques and credit and financial data concerning Company's customers and business affiliates and information of similar nature, all comprise confidential business information and trade secrets against unauthorised disclosure and use is of critical importance to the Company in maintaining its competitive positions. Accordingly, You hereby agree that You will not, at any time during or after Your engagement with the Company, make any unauthorised disclosure of any confidential business information or trade secrets of the Company, or make any use thereof, except for the benefit of and on behalf of the Company.
- **Indemnity:** You shall indemnify the Company against any loss, damage, proceeding which the Company might suffer due to any wrongful and/or *mala fide* acts, mis-representation, negligence and /or gross dereliction of duties on Your part. Such indemnity shall not prejudice the right of the Company to terminate Your engagement on such count or the right of the Company to seek other remedies which the Company may have to make good the Loss or damage.

[h] Privacy policy: By using the Website / Application of the Company and/ or by providing Your information to the Company, You consent to the collection and use of the information You disclose on the website/ application. We process any information about You in accordance with Our Privacy policy. By using Our site/ application, You consent to the terms and conditions of Our Privacy Policy and also for such processing of Your Personal and Sensitive Data by Us. Any change to the Privacy policy of the Company will be posted on the website/ application so that You are always aware of what information We collect, how We use it, and under what circumstances We disclose it. We encourage and advise You to frequently check for any change in these terms. Privacy policy of the Company for use of its application can be accessed at https://www.turtlemintpro.com/privacy-policy/. In case if You do not agree to the terms and conditions of the Privacy Policy, You are requested not to use or access Our application and website. You further warrant that all data provided by You is accurate and is not misleading or illegal.

We may share Your personal information with our other corporate entities and affiliates to help Us operate Our business and the Site or administer activities on the sites. We may share Your information with these third parties for those limited purposes in accordance with Our Privacy Policy. We may disclose personal information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process.

Both parties agree to comply with the applicable relevant provisions of Data Protection laws in India as amended from time to time.

- [i] Credit Information: By clicking on this agreement, you are authorizing and appointing Us as your lawful representative, for the purposes, including but not limited to instruct the credit bureaus, its affiliates, to obtain, receive and compile your credit information i.e. free credit reports and credit scores, from the credit bureaus on your behalf, viewing your credit report containing your personal and financial information and use it in the manner consistent with these Terms and Conditions and Privacy Policy This will help to provide you an overview of your credit profile including detailed information of all your credit accounts, where available and to provide you various products and services. This authorisation includes assign/transfer your authorization to different Credit bureaus, in any circumstance whatsoever, and accordingly obtain credit report from such Credit bureau(s). The consent provided by you at the time of registration under these Terms and conditions shall be valid for all Credit bureau(s) partnered with us. We will retain a copy of your credit information as per applicable governing laws, along with the other information you have given us access under this authorization, for use in accordance with terms and conditions and Privacy Policy.
- **Intellectual Property Rights:** We are the owner or the authorised licensee of all intellectual property rights in Our site and the Publication and in the material published on it including without limitation text, graphics, logos, images and software. Those works are protected by copyright, trade-mark and other intellectual property laws. All such rights are hereby expressly reserved. We only grant users of the website/ application a non-exclusive, limited, revocable licence to view, print, and distribute materials contained on the website/ application and/or any portion thereof only for the purpose of scope of service as agreed under this engagement in accordance with the instructions of the Company.
- **[k]** Disclaimer of Warranties and Representations: We disclaim all liabilities and responsibilities arising from any reliance placed on materials as available on the site/application and doesn't guarantee it to be accurate or up-to-date. The Company does not warrant that this site, application, information, Content, materials, product (including software) or services included on or otherwise made available to You through the Platform; servers; or electronic communication sent from Us are free of viruses or other harmful components. In particular the material displayed on Our site/application and use of application is provided without any guarantees or liability whether express or implied, conditions or warranties.
- **[I] Limitation of liability**: By using the site/ application, You agree that the liability of the Company along with its Group companies, affiliates, related companies, officers, directors, employees, investors, representatives shall be limited to the maximum extent permissible by applicable law, if specifically provide by law. In no case shall the Company its directors, officers, employees, affiliates be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from Your use of the site/ application or any Content or for any other claim related in any way to Your access to the site/ application

including, but not limited to, any errors or omissions in any Content or information on the application or any loss or damage of any kind incurred as a result of the use of the site/application and/or reliance on any Content or information on the site/application.

[I]Force Majeure: You agree that the Company shall be under no liability whatsoever to You in the event of non-availability of the website/ application/ server or any of the Services or any portion thereof, occasioned by an Act of God, war, disease, revolution, riot, civil commotion, Pandemic, strike, lockout, flood, fire, satellite failure, failure of any public utility, man-made disaster, satellite failure or any other cause whatsoever beyond the control of the Company.

- **[m]** Governing laws: These Terms shall be governed, interpreted, and construed in accordance with the laws of India, without regard to the conflict of law provisions and for resolution of any dispute. Notwithstanding the foregoing, You agree that (i) Company has the right to bring any proceedings before any court/forum of competent jurisdiction and You irrevocably submit to the jurisdiction of such courts or forum; and (ii) any proceeding brought by You shall be exclusively before the courts in Mumbai, India.
- **[n] Severability**: If any provision of these Terms is held invalid, void, or unenforceable, then that provision shall be considered severable from the remaining provisions, and the remaining provisions shall be given full force and effect.
- **Amendments:** We may revise these Terms from time to time, without prior notice to You, to update, revise, supplement, and otherwise modify these Terms and to impose new or additional rules, policies, terms, or conditions on Your use of the Service. Any updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions will be posted on the website/application/server and will be effective immediately after such posting and We recommend that You periodically check these Terms on the site/application for such revised terms. Your continued use of the site/application will be deemed to constitute Your acceptance of any and all such revised terms including any changes to the Privacy Policy and Terms of Use policy of the Company.
- **[p] Entire agreement:** These Terms, the Privacy Policy, the Terms of use and any other terms or policies as may be prescribed by the Company from time to time, constitute the entire agreement between You and the Company which will govern Your use of or access to the site/ application superseding any prior agreements between You and Company regarding such use or access.