

## PARTNER ENGAGEMENT TERMS AND CONDITIONS

These Partner Engagement Terms and Conditions (“Agreement”) contain the terms and conditions for the supply of products by you or the entity you represent (the “Partner”) to Smartpaddle Technology Private Limited (the “Company”), and constitute an agreement between the Company and the Partner. This Agreement comes into effect when you check box containing these Terms and Conditions.

The Company and the Partner are collectively referred to as the “Parties” or individually as a “Party”, as the context may require.

IT IS HEREBY AGREED AS FOLLOWS:

1. **Term.**

This Agreement shall be effective on and from the date of registration of the Partner on the website of the Company, *i.e.* <https://partnerhub.bizongo.com/login> (“Portal”), and shall remain valid unless otherwise terminated earlier in accordance with Clause 17 (“Term”).

2. **Supply of Products.**

2.1. During the Term, the Partner shall supply products of such nature, description of which shall be specified in the relevant Purchase Orders (“Products”), to the Company, and the Company shall purchase the Products in accordance with the terms and conditions set forth in this Agreement and the respective Purchase Order(s).

2.2. The Partner shall, at the time of entering into this Agreement, create a virtual account on the Portal. The Partner shall have the right to access its virtual account on the Portal from time to time, which shall give the Partner access to the Purchase Order(s) issued by the Company, order tracking, dispatch & delivery timelines, packaging specifications, invoice tracking, and such other relevant information/ documents (“Partner Dashboard”). Further, the Partner shall provide relevant information/ upload documents on the Partner Dashboard, as may be required from time to time.

2.3. **Purchase Orders:**

(a) During the Term, the Company shall place orders (each a “Purchase Order”) with the Partner for the supply of Products. The Purchase Order shall contain details with respect to the description and specifications of the Products, including but not limited to the delivery models, delivery locations, and the timelines for delivery of the Products.

- (b) Each Purchase Order raised by the Company shall be available for access by the Partner on the Partner Dashboard.
- (c) Subject to Clause 2.3 (e), within two (2) working days from the date on which the Company uploads the Purchase Order on the Partner Dashboard, the Partner shall communicate its acceptance or rejection of the same on the Partner Dashboard.
- (d) If the Partner fails to communicate its acceptance in terms of Clause 2.3 (c) above, the Purchase Order or the modified Purchase Order, as the case may be, shall be deemed to be rejected by the Partner, unless otherwise notified by the Company on the Partner Dashboard.
- (e) Either Party shall be entitled to request for a variation in the Purchase Order no later than two (2) days of the Purchase Order being accepted by the Partner. In the event a Party requests for a variation in the Purchase Order, the other Party shall communicate the acceptance or rejection of such request within two (2) working days of receipt of such request.
- (f) In case of rejection of the Purchase Order by the Partner or, rejection of the modification to the Purchase Order by the Company, as the case may be, in accordance with the terms of this Agreement, the particular Purchase Order shall stand cancelled, and no rights and obligations in relation to the same shall subsist in favour of either Party.
- (g) In the event of any conflict arising between the provisions of this Agreement and the Purchase Orders, the provisions of the Agreement shall prevail.

2.4. **Shelf Life:**

- (a) The Partner shall supply the Products in accordance with the Shelf Life as specified by the Company and as set out in the Purchase Order/ on the Partner Dashboard and ensure that no Product deteriorates or becomes incapable of use, during the Shelf Life.
- (b) In the event that any Product(s) supplied by the Partner deteriorates during its Shelf Life, it would be the responsibility of the Partner to replace such deteriorated Product(s) within seven (7) days from the intimation thereof, and any costs associated therewith including but not limited to the cost of transporting the deteriorated Product(s) and manufacturing such new Product(s) shall be borne solely by the Partner.

- (c) The appropriate storage methods and instructions should be communicated by the Partner to the Company for ensuring optimum Shelf Life and to avoid deterioration. The Partner shall render its support to the Company, as and when required by the Company, for the products with a valid Shelf Life.
- (d) For the purposes of this Agreement, “**Shelf Life**” shall mean the period as specified in the Purchase Order/ on the Partner Dashboard during which the Product may be stored and shall remain effective, free from deterioration, thus fit for use, consumption or sale.

2.5. **Delivery Timelines and Lead Time:**

- (a) The Partner hereby acknowledges that time is of essence in the performance of the obligations of the Partner under this Agreement and the Purchase Order(s). The Partner shall adhere to all the timelines as provided in the Purchase Order, including but not limited to the lead time as set out in the Purchase Order/ on the Partner Dashboard.
- (b) In the event of a delay in delivery of the Products, the Company reserves the right to (i) cancel the relevant Purchase Order, in which case the Partner shall be liable to compensate the Company for any costs which may be incurred by the Company on account of such cancellation; or (ii) accept the relevant Purchase Order, and impose penalties on the Partner, as more particularly set forth in the Purchase Order/ on the Partner Dashboard.

2.6. **Packaging Requirements:**

- (a) All Products to be delivered by the Partner, shall be appropriately packaged for delivery to the location(s)/ address(es) as set out in the relevant Purchase Order (“**Delivery Destination**”), in accordance with the instructions provided by the Company.
- (b) The Partner shall ensure that the packaging and labels for supply of the Products under this Agreement are in accordance with the specifications provided by the Company.
- (c) In the event of any damage caused to the Products during transportation on account of inadequate/ inappropriate packaging, the Partner shall be responsible for making good such damage and any ancillary costs associated therewith.

**2.7. Quality Check:**

- (a) The Company shall, at its discretion, depute its team for a quality check of the Products to be handed over for delivery by the Partner.
- (b) The Parties agree that upon delivery of the Products, the Partner shall provide to the Company, a duly executed declaration stating that the Partner has complied with all the specifications as set forth in the relevant Purchase Order.

**2.8. Rejection and Returns:**

- (a) In case of any defect or fault in the Products, including but not limited to any deviation from the specifications, supplied by the Partner to the Company, the Company shall have the right to return each such defective/ faulty Product to the Partner. The Company shall notify the Partner of such defect or fault, in writing. Upon, receipt of such notification, the Partner shall arrange for a (i) replacement, at the sole cost of the Partner; or (ii) refund of the Product, as notified by the Company. The replacement/ refund of the defective/ faulty Products shall be initiated by the Partner within a period of five (5) working days from the date of receipt of notification from the Company.
- (b) In the event that the Partner is obliged to refund the Company for the defective/ faulty Product in accordance with Clause 2.8 (a), the Partner shall compensate the Company with the cost of the Product, including but not limited to any applicable taxes paid and other expenses, if any.
- (c) The refund related costs and expenses of the Products may be provided to the Company in the following manner, at the discretion of the Company:
  - (i) the total cost of the defective/ faulty Products returned and other expenses incurred, if any, shall be set off from the total cost of the Products accepted by the Company; or
  - (ii) the total cost of the defective/ faulty Products returned and other expenses incurred, if any, shall be refunded to the Company; or
  - (iii) the Partner shall provide a credit note equal to the total cost of the defective/ faulty Products returned and other expenses, if any, to the Company.

2.9. **Passing of Title and Risk:**

- (a) In the event that the Partner is engaged in the final delivery of the Products to the Delivery Destination, the title and risk to the Products shall pass from the Partner to the Company, upon final delivery of the Products to the Delivery Destination.
- (b) In the event that the Partner is not engaged in the final delivery of the Products to the Delivery Destination, the title and risk to the Products shall pass from the Partner to the Company, upon the loading of Products in the vehicles specified by the Company.

3. **Payment Terms.**

- 3.1. During the Term, the Company shall purchase the Products from the Partner. With respect to the Products delivered under each Purchase Order, the Partner shall raise on the Company, an invoice setting out the price for the Products, as agreed to in the Purchase Order (“**Product Price**”).
- 3.2. The Company shall pay the Product Price within such timelines from the date of receipt of original invoice along with necessary documentation as may be specified on Purchase Order.
- 3.3. Notwithstanding anything contained herein, the Company shall reject the invoice in the event that (a) the product price specified in the invoice is more than the price agreed between the Parties in the Purchase Order; or (b) the invoice raised by the Partner is illegible; or (c) in case of delivery of Products undertaken by the Partner, the proof of delivery is not provided to the Company; and the Company shall not be liable to pay the Product Price in accordance with Clause 3.2.
- 3.4. Upon rejection of the invoice as set forth in Clause 3.3, the Partner shall be notified of the rejection on the Portal. Within five (5) days of notification, the Partner shall (a) upload the revised invoice; or (b) provide reasons along with necessary documentation explaining the deviation.
- 3.5. The Company shall (a) upon receipt of the revised invoice, be liable to pay the Product Price within such number of working days from the date of receipt of the revised invoice along with necessary documentation in accordance with Clause 3.2; or (b) upon acceptance of the reasons specified by the Partner, as provided under Clause 3.4 (b), be liable to pay the revised product price within such number of working days from the date of acceptance of the reasons provided by the Partner in accordance with Clause 3.2.

3.6. In the event that the Company does not accept the reasons provided by the Partner under Clause 3.4 (b), the Parties shall resolve their disagreement, if any, in accordance with Clause 18 of this Agreement.

3.7. The Partner shall issue tax invoices as required under the applicable laws, including but not limited to the Central Goods and Service Tax Act, 2017. Further, for advances/ down payments, the Partner shall issue receipt vouchers in accordance with applicable laws, unless otherwise agreed between the Parties.

**4. Right to Inspect, Audit and Accounts.**

4.1. The Parties hereby agree that the Company shall have the right, but not an obligation, to carry out a process audit and/or audit to verify the compliance with respect to Clause 7, at the sole cost of the Company.]

4.2. The Parties hereby agree that the Company shall have the right to inspect the premises of the Partner, at any time, during the Term.

4.3. The Company shall intimate the Partner about conducting such an audit/ inspection, at least five (5) working days in advance.

**5. Representations and Warranties.**

5.1. Each Party hereby represents and warrants to the other that:

(a) It has all full power and authority to execute and deliver this Agreement and to carry out the transactions contemplated hereunder;

(b) this Agreement has been duly executed and delivered by the Parties and constitutes a valid and legally binding obligation and is enforceable against each Party in accordance with its terms;

(c) all legal/ statutory formalities and approvals (if any) have been completed or obtained for consummation of the transactions contemplated by this Agreement; and

(d) this Agreement does not contravene, or constitute a default under, any provision of applicable law, including but not limited to the laws in relation to anti-corruption and anti-bribery, or regulation or of any agreement, judgment, injunction, order, decree or other instrument binding upon each Party.

- 5.2. The Partner hereby represents and warrants to the Company that:
- (a) it has the necessary skill, experience and resources to carry out its obligations under this Agreement;
  - (b) there are no rights exercisable by or obligations owed to any third party which may prevent or restrict the Partner from fulfilling its obligations under this Agreement during the Term;
  - (c) it shall pass to the Company clean and marketable title to each Product;
  - (d) there are no commencement of bankruptcy, insolvency or similar proceedings, whether voluntary or involuntary, which are pending or has been pending, or is to the knowledge of the Partner, threatened;
  - (e) there are no litigations, actions, claims, disputes or proceedings pending or threatened, which if decided adversely against the Partner would interfere with the performance of this Agreement; and
  - (f) the Products shall be of quality as specified by the Company and free from any defect in material or composition.

**6. Covenants.**

- 6.1. The Partner acknowledges and agrees that it shall not, during the Term, supply products, which are same or similar to the Products, to any customer of the Company (“End Client(s)”).
- 6.2. The Partner shall be obligated to provide the Company with samples of the Products, as per the requirements and timeline communicated by the Company from time to time.
- 6.3. The Partner undertakes to perform its obligations under this Agreement and each applicable Purchase Order, throughout the Term, with all reasonable skill, care and diligence, in a timely and efficient manner, and in accordance with applicable law.

**7. Compliance with laws.**

- 7.1. The Partner hereby agrees to be in compliance, at all times during the Term, with all applicable laws in India, including but not limited to labour laws, child labour laws (including but not limited to the Convention No. 138 and 182 of the International

Labour Organization), workmen/ employee health and safety laws and laws in relation to human rights protection, environmental protection, anti-corruption and anti-bribery.

- 7.2. The Partner shall implement and maintain such policies, as may be necessary to adhere to be in compliance with applicable laws as set forth in Clause 7.1.
- 7.3. Notwithstanding anything contained herein, any non-compliance by the Partner with the provisions of Clause 7.1 and 7.2 shall be construed as material breach of the Agreement, giving the Company the right to terminate this Agreement in accordance with Clause 17, and/or be indemnified in accordance with Clause 11.

**8. Compliance with Legal Metrology Act, 2009.**

- 8.1. The Company shall inform the Partner about the contents and specifications pertaining to the packaging, which are conformant with the Legal Metrology Act, 2009 and as notified by the End Client(s) to the Company, from time to time, and the Partner shall be responsible to incorporate the same and will not be required to enquire into the correctness or validity of the such details, contents of mandatory panel/ label, specifications provided by the Company.
- 8.2. The Partner shall indemnify and keep indemnified the Company and the End Client, its directors, officers and employees harmless from and against, claims, suits, actions and proceedings, liabilities, losses, damages, costs and expenses of any kind (including but not limited to reasonable attorney's fees) arising from the incorrect contents or specifications incorporated by the Partner leading to non-compliance with Legal Metrology Act, 2009 and Rules formed thereunder.

**9. Intellectual Property Rights.**

- 9.1. The Company or the End Client, as the case may be, shall at all times, retain and have sole and exclusive right and title to, ownership of, and interest in any intellectual property, specifications, information, documentation or data, including but not limited to any brand name or trademark, that is provided by the Company to the Partner for the purposes of supply of the Products under this Agreement and under each Purchase Order.
- 9.2. Subject to Clause 16, the Company on behalf of itself and the End Client hereby grants limited, non-exclusive and non-assignable right and license to use the Company's and/or End Client's name, logo and similar indicia on the Products and packaging thereof, solely for the purpose set out in this Agreement.



- 9.3. The Partner shall make prompt written disclosure to the Company of all ideas, inventions, information, improvements, derivatives, discoveries, writings, data, documents, notes, designs, drawings, other materials, and the like made or conceived, or actually or constructively developed, during the Term, whether solely or jointly with others, which refer to, or are suggested by, or result from the supply of the Products pursuant to this Agreement, or from any information provided by the Company or the End Client, and the foregoing shall be assigned to the Company.
- 9.4. The provisions of this Clause will survive the expiry or early termination of this Agreement.

## **10. Data Protection**

- 10.1. The Partner acknowledges that the Company may collect and store and/or the Partner may provide the Company with, personal identifiable and sensitive information about the Partner, including without limitation name, phone number, email address, address, postal code, fiscal information, occupation, login details etc. ("**Sensitive Information**").
- 10.2. Without limiting the applicability of the Privacy Policy, please note that your Information may be used for the following purposes:
- (a) to validate, perform and process the obligations of the Company under the Agreement;
  - (b) to facilitate our internal business operations, including the fulfilment of any legal and regulatory requirements;
  - (c) to refer you to third party service providers (including banks and financial institutions) who may propose to offer services to you;
  - (d) resolve disputes or troubleshoot problems;
  - (e) detect and protect us against error, fraud and other criminal activity;
  - (f) enforce the Agreement;
  - (g) to analyze, research and innovate on the business of the Company.
- 10.3. Additionally, your Information may be shared with:
- (a) affiliates and business partners of the Company;
  - (b) third parties as part of a corporate transaction such as a merger, business acquisition, investment;
  - (c) to third parties (including financial institutions or banks) with respect to prospective (i) credit facilities; (ii) services, that may be availed by you.
- 10.4. In this regard, the Partner acknowledges and consents to the Privacy Policy (available here: <https://www.bizongo.com/policies>), which shall be deemed to be included in

this Agreement, setting out the manner in which the Partner's Sensitive Information is collected, stored, processed, used, transferred and disclosed.

**11. Confidentiality.**

11.1. The Parties hereby agree that they shall:

- (a) keep all Confidential Information received from the disclosing Party and shall not, without the prior written consent of the disclosing Party, divulge such Confidential Information to any person or use such Confidential Information other than for the purposes of carrying out this Agreement;
- (b) take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
- (c) treat all Confidential Information with the same degree of care to avoid disclosure to third parties as is used with respect to the receiving Party's own confidential information, but not less than a reasonable degree of care;
- (d) immediately inform the disclosing Party of any potential or accidental disclosure or loss or misappropriation of the Confidential Information and take all steps, together, to retrieve and protect the Confidential Information;
- (e) acknowledge that the Confidential Information is and will at all times remain the property of the disclosing Party and not use the same for any competitive and/or strategic advantage;
- (f) return to the disclosing Party all the Confidential Information including but not limited to all notes, copies, translations, conversions, modifications and derivations thereof, upon completion of the need of such Confidential Information or upon the termination of this Agreement; and
- (g) ensure that each of its personnel or employees who have access to the Confidential Information have agreed to be bound by the same obligations of confidentiality and non-use as apply to the receiving Party under this Agreement

11.2. The receiving Party agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without the prior written consent of the disclosing Party.

11.3. This Agreement shall not restrict the receiving Party from complying with any legal requirement to disclose Confidential Information, provided that the receiving Party shall to the extent that it is not prohibited from doing so by Applicable Law, promptly notify the disclosing Party of such legal requirement so that the disclosing Party may seek to quash such order and to obtain a protective order requiring that the relevant Confidential Information be held in confidence by such court or agency or, if disclosed, be used only for the purposes for which the order was issued. The receiving Party shall cooperate fully with the Company in any such proceeding.

- 11.4. The obligations under this Clause shall survive for the period of two (2) years after expiry or early termination of this Agreement and/or for such period as may be prescribed by the law.
- 11.5. The Parties acknowledges and understands that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause irreparable harm to the disclosing Party, the amount of which may be difficult to ascertain. The disclosing Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the disclosing Party shall deem appropriate. Such right shall be in addition to the remedies otherwise available to the disclosing Party, at law or in equity.
- 11.6. For the purposes of this Agreement, “**Confidential Information**” shall mean the terms of this Agreement, any information, whether written or oral, which relates to business methodologies, systems, technical data, system study reports, system requirements, specifications, designs, drawings, business models, current/ potential customers or partners, or other information in any format belonging to a Party, which may be provided by such Party to the other Party, or which may come to the knowledge of the other Party by virtue of this Agreement, whether or not specifically marked as being confidential in nature and whether provided either in electronic or physical form, that comes to the knowledge of the other Party during the term of this Agreement or any extension thereof; Provided however that, Confidential Information shall not include information which (i) is in the public domain; (ii) at or prior to the time of disclosure was known to either Party through lawful means or through an act of a third party who is free to make such disclosure without breach of any legal obligation; (iii) at or prior to the time of disclosure, was generally available to the public through no act or omission on either Party; or (iv) is developed by either Party independent of any Confidential Information it receives from either Party.

## 12. **Indemnity.**

- 12.1. Each Party hereby undertake to indemnify and keep indemnified the other Party, its directors, officers and employees harmless from and against, any and all third party, claims, suits, actions and proceedings, liabilities, losses, damages, costs and expenses, arising directly in connection with the breach and/or omission of any of its obligations or representations specified in this Agreement except to the extent where such loss, damage, cost or expense of any kind (including but not limited to reasonable attorney's fees) is due to any breach of the terms of this Agreement, gross negligence, fraud or willful misconduct of the other Party.

12.2. The rights and obligations of the Parties and their respective indemnities under this Clause shall survive the expiry or termination of this Agreement.

**13. Limitation of Liability.**

13.1. Notwithstanding any other provision of this agreement to the contrary, in no event will either Party be liable for any special, incidental, indirect, collateral, consequential or punitive damages or lost profits suffered by an indemnified Party, however caused and on any theory of liability, in connection with any damages arising hereunder.

13.2. In no event shall the total liability of any Party arising under this Agreement exceed, on a product-by-product basis, the total price paid by the Company for such Product hereunder; provided, however, that nothing in this Clause shall limit or exclude any damages or claims to the extent arising out of the Partner's gross negligence, fraud or willful misconduct.

**14. Non-Competition.**

The Partner agrees and undertakes that during the Term of this Agreement and for a period of two (2) years from the date of expiry or termination hereof, it shall not, directly or indirectly, alone or with others, individually or through or by any corporate or other business entity, undertake any business which is same or similar to the business of the Company or engage with any customer of the Company, including but not limited to the End Client, without the prior written approval of the Company.

**15. Non-Solicitation.**

During the Term of this Agreement, and two (2) years after the termination hereof, the Partner will not recruit or solicit any employees (including but not limited to contract employees), contractors, consultants, vendors of the Company who have left the Company's employment or contractual engagement within two (2) years of the cessation of such employment or engagement, without the prior written approval of the Company.

**16. Exclusivity.**

It is expressly agreed and acknowledged by the Partner that this engagement by the Company for procurement of Products is on a non-exclusive basis and the Company shall be free to engage any other party for supply of Products or any other product similar to the Products.

**17. Publicity.**

The Partner, its employees, agents and any other entity associated with the Partner, shall not use the name, trademark and/or logo of the Company and/or End Client, in any sales or marketing publication or advertisement or promotional material or in any other manner, without the prior written consent of the Company.

**18. Termination and Effects of Termination.**

18.1. This Agreement shall terminate upon the happening of, the earlier of any one of the following events:

- (a) by mutual agreement of the Parties;
- (b) a material breach by either Party of any of the terms of this Agreement and if such Party fails to rectify such material breach within thirty (30) calendar days from the date on which such Party receives a notice of breach from the non-breaching Party. In such event, this Agreement will terminate forthwith upon the expiry of the said thirty (30) day period;
- (c) any Party (i) files a petition in bankruptcy or a petition seeking reorganization, liquidation, administration (if applicable) or similar relief or such petition is filed against it which is not dismissed or stayed within thirty (30) business days, or (ii) is adjudicated bankrupt or insolvent, or (iii) seeks or consents to the appointment of a trustee, receiver, or administrator, or (iv) admits in writing its inability to pay its debts as they become due;
- (d) any Party and/or any of its directors, employees, agents or associates are found to be involved in any immoral or criminal activity including but not limited to fraud, misrepresentation, and/or breach of trust, excluding any minor traffic violations; or
- (e) any inquiry/ investigation/ criminal proceedings have been initiated against the other Party pertaining to suspected fraud/ malpractice/ illegal activities, whether in India or in any other country.

18.2. The Company shall have a right to terminate this Agreement, for convenience and/or without any reason by providing fifteen (15) days' prior written notice of its intention to do so.

**18.3. Effects of Termination/ Expiration:**

- (a) Early termination or expiry of this Agreement shall not affect the rights and obligations of the Parties which have accrued prior to termination.
- (b) Any provision of this Agreement that contemplates performance or observance

subsequent to the termination or the expiration of this Agreement shall survive and continue in full force and effect, including but not limited to the obligation of the Partner to provide full co-operation to the Company till completion of the Shelf Life of each Product.

- (c) Upon expiry or earlier termination of this Agreement, the Parties shall return/ transfer to each other all materials, documents, information/ data, etc. in form of paper documents and/or electronic records, collected by them during the Term.
- (d) Upon receipt of any notice of termination, both the Parties shall conduct all their respective obligations until the effective date of termination mentioned in such notice in the manner which is consistent with the obligations of the Parties hereunder and does not prejudice the reputation or goodwill of either Party.

**19. Governing Law, Jurisdiction and Dispute Resolution.**

**19.1. Governing Law and Jurisdiction:**

This Agreement shall be governed by the laws of India and shall be subject to sole jurisdiction of the courts at Mumbai.

**19.2. Dispute Resolution:**

- (a) Any disputes/ differences arising out of or in connection with this Agreement shall be promptly, amicably, and in good faith resolved by the Parties.
- (b) In case no amicable resolution is reached within a period of thirty (30) days, or within such extended period as the Parties may agree upon, from the date on which the dispute or difference was notified to the other Party, the dispute/ difference shall be settled by arbitration in accordance to the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of a sole arbitrator appointed jointly by the Parties. The seat and venue of arbitration shall be Mumbai, India and the arbitration proceedings shall be conducted in English. Subject to the foregoing, the courts at Mumbai shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.
- (c) This Clause 19.2 shall not prejudice a Party's right to apply, either prior to or during any arbitration, to any court of competent jurisdiction for interim, provisional or conservatory measures, relief or remedies, including but not limited to a temporary restraining order, preliminary injunction or other interim relief, concerning a dispute, if necessary to protect the interests of such Party or to preserve the status quo pending the arbitration proceeding.

- (d) Any award rendered by the arbitral tribunal will be final and binding upon all Parties. The right to arbitrate disputes under this Agreement shall survive even upon the termination of this Agreement.

**20. Force Majeure.**

- 20.1. Neither Party will be responsible for any delay or failure to comply with the obligations under the Agreement if the delay or failure arises from any cause which is beyond the reasonable control of such Party, including but not limited to any act of God, fire, flood, earthquake, windstorm or other natural disaster, war, invasion, act of foreign enemies, blockade, embargoes, terrorism, hostilities, lockout, strikes, orders or restrictions imposed by government or any other public authority, software malfunction, internet, or telecommunication outage (“**Force Majeure**”).
- 20.2. Any Party claiming restriction on the performance of any of its obligations under this Agreement due to the happening or arising of an event of Force Majeure hereof shall notify the other Party of the happening or arising and the ending or ceasing of such event or circumstance within three (3) days of determining that an event of Force Majeure has occurred. The Party claiming the event of Force Majeure conditions shall, in all instances and to the extent it is capable of doing so, use its best efforts to remove or remedy the cause thereof and minimize the economic damage arising thereof.
- 20.3. Either Party may terminate this Agreement after giving the other Party a prior notice of fifteen (15) days in writing if the event of Force Majeure continues for a period of sixty (60) days, in which case neither Party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

**21. Notice.**

- 21.1. Any consent, approval, report or notice required or permitted by this Agreement shall be in writing and in English and delivered by registered mail or air courier postage prepaid, addressed to the Parties at the addresses set forth in the preamble herein, and shall be deemed received on the date on which it is hand-delivered or on the next business day following the day on which it is deposited with an overnight delivery service or on the day sent by facsimile or e-mail during normal business hours on a business day.
- 21.2. In the event that either Party changes its address it shall, prior to the date of such change, notify the other Party in writing. Thereafter, such new address shall be the address of that Party for the purposes of this Agreement.

**22. Relationship between the Parties.**

This Agreement is on a principal-to-principal basis between the Parties hereto. This Agreement does not make either Party an employee, agent or legal representatives of the other for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party.

**23. Assignment.**

The Partner shall not assign and/or transfer any of its rights and obligations hereunder without the prior written approval of the Company.

**24. Waiver and Non-exclusion of Remedies.**

24.1. A Party's delay or failure to enforce any provision of this Agreement, or to exercise any right or remedy shall not constitute a waiver of that provision, right or remedy or prevent such Party from enforcing any or all provisions of this Agreement and exercising any rights or remedies in the future.

24.2. No remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy except as expressly provided for in this Agreement and each and every remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement or existing at law or in equity, by statute or otherwise.

**25. Severability.**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall remain in full force and effect.

**26. Amendments.**

No amendment or modification of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing, including through the Partner Dashboard. Such duly executed amendment, modification, or waiver shall be deemed to be an integral part of this Agreement.



**27. Survival.**

The Parties hereby agree and acknowledge that those terms and provisions of this Agreement which by their nature and content should be deemed to survive the termination of this Agreement. Notwithstanding anything herein to the contrary, the following provisions shall survive indefinitely (unless otherwise indicated) the termination of this Agreement for any reason: Clause 10 (*Confidentiality*), Clause 12 (*Indemnity*), Clause 18.3 (*Effects of Termination/ Expiration*), Clause 19 (*Governing Law, Jurisdiction and Dispute Resolution*) and this Clause 27 (*Survival*).

**28. Electronic Record.**

This document is an electronic record in terms of the Information Technology Act, 2000 (“**IT Act**”) and rules made thereunder as may be applicable, and the amended provisions pertaining to electronic records in various statutes as amended by the IT Act. This electronic record is generated by a computer system and does not require any physical or digital signatures.

**THE PARTNER HAS READ THESE TERMS AND CONDITIONS AND AGREES TO ALL OF THE PROVISIONS CONTAINED**

**ABOVE**