

ATTENTION! ONCE YOU CLICK THE "I AGREE" BUTTON DISPLAYED HEREWITH, THE FOLLOWING TERMS AND CONDITIONS WILL BE LEGALLY BINDING EITHER UPON YOU PERSONALLY, IF YOU ARE ENTERING INTO THIS AGREEMENT ON YOUR OWN BEHALF, OR UPON THE COMPANY OR OTHER LEGAL ENTITY ON BEHALF OF WHICH YOU ARE ACTING (HEREINAFTER "YOU" OR "YOUR"). YOU SHOULD CAREFULLY READ THE FOLLOWING AGREEMENT GOVERNING THE FRATE REFERRAL PROGRAM BEFORE CLICKING "I AGREE."

Introduction

This Referral Program Agreement ("Agreement") is intended to outline the terms and conditions for participation in the FRATE Referral Program ("Referral Program") and is a legally binding contract between You and SFAR Technology Private Limited ("SFAR"). By signing up, you agree to be bound by this Agreement in case of your appointment by SFAR. If you do not agree to be bound by the terms of this Agreement, do not proceed with the electronic sign up process.

Appointment

Your appointment as a "Partner" for FRATE E-Way Bill Generator ("FRATE") will be subject to review of the information provided by you during sign up and will be at SFAR's sole and absolute discretion. SFAR may reject or decline to accept Your application for any or no reason at its sole discretion. SFAR may conduct background checks and other screening measures of any sort in connection with Your application. If SFAR approves Your application, You may refer sales leads within India to SFAR during the term and in accordance with all terms and conditions of this Agreement, to enable SFAR to solicit orders for FRATE.

Partner Conduct

You agree to conduct yourself in a responsible, professional, and appropriate manner while dealing with prospective customers. You also agree not to make any representation or warranty with respect to FRATE to the prospective customers other than those representations and warranties contained in the General Terms & Conditions (<https://www.gstedge.com/tnc>)

You shall conduct all of Your business in Your own name and in accordance with the highest business standards, acting dutifully, in good faith and in compliance with all laws and terms of this Agreement, and not perform any act which would or might reflect adversely the business, integrity or goodwill of SFAR.

You shall not be, or purport to be, authorized to legally represent SFAR or to conduct negotiations on behalf of SFAR. You shall not have the authority to make any commitments or agreements or incur any liabilities whatsoever on behalf of SFAR or register this Agreement under local registered agency law nor shall SFAR be liable for any acts, omissions to act, contracts, commitments, promises or representations made by You.

Prospective Customer

Upon appointment, a unique promocode would be created and provided to you which you would be required to promote to prospective customers. An account will be created for you in the FRATE Dashboard for the purpose of managing the referral fees earned by you through this Referral Program.

You shall promote the promocode to prospective customers only if you reasonably believe that such person is interested in using FRATE. You shall not abuse the promocode promotion process.

Referral Fee

In the event a potential customer purchases and creates a new FRATE account within a period of twelve months from the date of creation of promocode, you will be entitled to a referral fee ("Referral Fee") on such purchase as would be reflected in your account in the FRATE Dashboard.

Payment of Referral Fee

Referral Fee will accrue only upon completion of fifteen (15) days from the end of the month in which the full payment for the purchase of a new FRATE account is made by the customer. You will not be entitled to Referral Fee in case the customer cancels the subscription or downgrades to a free subscription plan and claims a refund of the subscription fee. Referral Fee earned by you will be paid out only if the unpaid Referral Fee reflected in your account accrues to INR 100. Payment, after deducting withholding taxes will be made through acceptable banking channels or any other method chosen by SFAR in its sole discretion. You will be responsible for payment of all taxes, duties, and charges levied on the Referral Fee.

Term and Termination

This Agreement will commence as of the date you receive an email from SFAR or FRATE confirming your appointment as a "Partner" and shall continue until terminated by either party in accordance with the provisions contained in this Agreement.

- Termination without Cause: Either party may terminate this Agreement at any time, for any reason, by giving thirty (30) days' notice through email.
- Termination for Cause: Your failure to comply with any of the terms of this Agreement may result in a warning or immediate termination of this Agreement by SFAR.
- Termination for Discontinuation of the Referral Program: SFAR reserves the right to discontinue the Referral Program. In the event SFAR decides to discontinue the Referral Program, you will be provided with thirty (30) days' notice through email.

Effect of Termination

In the event of termination of this Agreement without Cause by you or for Cause by SFAR, SFAR will pay you any outstanding Referral Fee accrued as of the date of such termination.

Except as specifically stated above, termination of the Agreement will end all rights and responsibilities of both parties set out in this Agreement, any email communication or any web page relating to the Referral Program. You must immediately remove all references to SFAR or FRATE.

REPRESENTATION & WARRANTY

THE REFERRAL PROGRAM AND FRATE ARE PROVIDED "AS IS". SFAR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE REFERRAL PROGRAM OR FRATE. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, SFAR DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE REFERRAL PROGRAM AND FRATE INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. SFAR WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION

WITH TERMINATION OF THIS AGREEMENT OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM.

You shall not make any representations or other statements about Products, prices or business practices, except that You shall forward to potential customers (i) unmodified marketing materials provided by SFAR and (ii) references to content published by SFAR on its website or otherwise.

You represent and warrant that (a) You will conduct Your business activities in a legal and ethical manner; (b) You have submitted and will submit complete and truthful information in connection with your application and all referrals; (c) You will submit all filings and obtain any approvals that may be necessary for You to perform Your obligations under this Agreement, (d) You will commit no act that would reflect unfavorably on SFAR; and (e) You will comply with all applicable laws, regulations, and conventions in connection with Your performance of this Agreement, including without limitation, privacy, anti-spam, advertising, copyright, trademark and other intellectual property laws.

INDEMNIFICATION

You shall defend and indemnify SFAR from and against any and all third party claims against SFAR arising out of any act, default, misrepresentation or any omission on Your part (including, without limitation, negligence and breach of this Agreement), or any of Your agents, employees or representatives, directly or indirectly relating to this Agreement, including without limitation any claims relating to allegations, actions or proceedings for breach of contract or warranty, regulatory or other legal claims, claims for bodily injury (including death) and damage to property.

Limitation of liability

SFAR WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING OUT OF THIS AGREEMENT OR FOR ANY CLAIM BY ANY OTHER PARTY EVEN IF SFAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SFAR'S ENTIRE LIABILITY WITH RESPECT TO THIS AGREEMENT AND THE REFERRAL PROGRAM UNDER THIS AGREEMENT SHALL NOT EXCEED THE REFERRAL FEE PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT.

Relationship of Parties

The relationship between You and SFAR is non-exclusive. You are an independent contractor, and nothing contained in this Agreement shall be construed to (a) give either party the power to direct and control the day-to-day activities of the other; (b) create a principal-agent or employer-employee relationship; or (c) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking.

All financial and other obligations associated with Your business are solely your responsibility. As an independent contractor, the mode, manner and method used by You shall be under Your sole control and You shall be solely responsible for risks incurred in the operation of Your business and the benefits thereof. You shall bear all of Your own expenses in connection with the performance of this Agreement and will not be entitled to reimbursement of any such expenses by SFAR.

You are not authorized to enter into any contract or to assume any obligation on behalf of SFAR. Neither is SFAR authorized to enter into any contract or to assume any obligation on your behalf.

License & Trademarks

You acknowledge and agree that no license is granted under this Agreement to use or access any of SFAR's proprietary technologies, or any data, information or other content provided thereby. As between the parties, SFAR retains all right, title and interest in and to FRATE and all technology, data, information or other content embodied therein or provided thereby, as well as any intellectual property rights or similar rights in connection therewith, and You acknowledge that You neither own nor acquire any rights in or to FRATE.

You shall not use any trademarks, names or other identifiers owned or used by SFAR ("Marks"), except that You may refer to SFAR and FRATE in conversations and written correspondence with potential customers in the same manner as SFAR does in its own marketing materials and website. Any other use of Marks (e.g., on Your website) has to be designed in compliance with FRATE trademark usage guidelines made available by SFAR upon your request (as it may be updated from time to time in SFAR's sole discretion) and be pre-approved by SFAR in writing.

You agree not to register any trademarks that are confusingly similar to SFAR's trademarks. Similarly, you agree not to register or use any internet domain names that are confusingly similar to SFAR's trademarks.

Assignment

You may not assign, subcontract or delegate this Agreement or any of Your rights or obligations hereunder, in whole or in part, including without limitation by operation of law, without SFAR's prior written consent. Any attempt to assign this Agreement without such consent will be null and void. SFAR may assign this Agreement and subcontract or delegate its obligations hereunder to any third party with or without Your consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

Changes to the Terms of this Agreement

You understand that SFAR may modify the terms of this Agreement from time to time. However, you will be provided notice of such changes by electronic mail. Upon being informed of such changes, you may either terminate this Agreement within fifteen days and cease participating in the Referral Program or accept the changes and continue to participate in the Referral Program. Your continued participation in the Referral Program after fifteen days from the date of notice of any such changes shall constitute your consent to such changes.

General

This Agreement shall be construed, interpreted and governed by the laws of India exclusive of its conflict of law provisions. Any dispute arising out of this Agreement will be subject to the exclusive jurisdiction of courts in Mumbai. This Agreement constitutes the entire agreement between You and SFAR, and supersedes all prior communications, understandings and agreements. SFAR's failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of SFAR's right to enforce such provision or any other provision of this Agreement subsequently. If any part of this Agreement is found invalid or unenforceable, the remainder shall be interpreted so as to reasonably effect the intention of both parties.

BY CLICKING "I AGREE" YOU ARE REPRESENTING THAT (1) YOU HAVE SUBMITTED TRUE AND COMPLETE INFORMATION IN CONNECTION WITH YOUR APPLICATION AND (2) YOU ARE ENTERING INTO THIS AGREEMENT ON YOUR OWN BEHALF OR THAT YOU HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT WISH TO ENTER INTO THIS AGREEMENT ON YOUR OWN BEHALF, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN, YOU MUST DECLINE AND YOU WILL NOT BE ELIGIBLE FOR PARTICIPATION IN THE REFERRAL PROGRAM.