FAARMS DIGI CENTRE - AGREEMENT

I ("Amit Singh None") having FDC Code - BAPB10034, hereby agree, confirm and declare that I have read and understood the following terms and conditions of the programme implemented by EFAARMS Solution Private Limited ("Faarms"), by the name 'Faarms Digi Centre' ("FDC") and by agreeing to participate in the FDC, I confirm to be bound by this agreement ("Agreement"). I understand that the basic objectives of FDC is to promote (a) digital and financial literacy in rural areas; and to (b) facilitate access of quality agricultural input to rural population through FAARMS. I agree that this Agreement will supersede any prior agreement between I and E Faarms Solution Private Limited:

- 1. I hereby agree to be an entrepreneur in terms of the FDC and work towards achieving the aforesaid objectives in accordance with the terms and conditions set out in this Agreement.
- 2. I will comply with any instructions, specifications, procedures, standards, guidelines that may be issued by Faarms from time to time including in relation to the promotional samples delivered by Faarms to the Entrepreneur.

I acknowledge and confirm that I am not an employee of Faarms, and any personnel engaged by me shall not be considered as employees of Faarms. I am undertaking to be an Entrepreneur in terms of FDC as an independent contractor and I understand that I cannot bind Faarms in any manner whatsoever.

- 3. I understand that I will be entitled to deal with the product samples delivered to me, subject to applicable laws and the policies of Faarms. Faarms is under no obligation to reimburse any costs, expenses, charges, levies and the like which may be incurred by me for marketing and selling the Products.
- 4. I shall not commit to any person to supply the goods on credit and any such commitment shall be my sole responsibility.
- 5. I understand that I have the responsibility of promoting the Faarms app and the products delivered by Faarms.
- 6. Faarms shall not be liable to any person or entity for any commitments made by me, or for any act or omission on my part.
- 7. I agree that Faarms may at any time, at its sole discretion, set-off any amount owed by me to Faarms against any amount owed by Faarms to me.
- 8. I will maintain accurate and complete records of the transactions made by me during a month in relation to the products ("Records"). I will preserve such Records and handover copies of the same to Faarms as and when requested by Faarms.
- 9. Faarms shall not be liable to me, whether in contract, tort, under any statute or otherwise (including, in each case, for negligence) for any special, indirect or consequential loss or damage whatsoever; or any loss of or damage to profits, business contracts, anticipated savings, goodwill, revenue or business opportunities, whether direct or indirect; arising under or in relation to this Agreement or otherwise, whether or not Faarms was advised in advance of the possibility of such loss or damage. Faarms' total aggregate liability and obligation towards me shall be limited to the maximum retail price of the product(s) in dispute.
- 10. I confirm that Faarms shall have a right to communicate with me through all mediums including mobile, landline, email, whatsapp or a similar platform etc.
- 11. I confirm that Faarms shall be entitled to use my PAN details to carry out credential check and/or CIBIL check.

- 12. I hereby agree to provide three documents mentioned here. i) Aadhaar Card, ii) Pan Card, iii) Cancelled cheque for the record of the Faarms for completion of KYC process and other documents which may require for business purpose in time to time.
- 13. I confirm that Faarms shall be entitled to verify my background before and during my engagement in terms of this Agreement.
- 14. I hereby agree to provide affidavit that I don't have any criminal background and I have never been convicted of any offence nor any charge sheet has been framed against me.
- 15. I confirm that I am not associated with any kind of association which is legally banned in India.
- 16. I hereby agree to pay the invoice amount before delivery of goods to me. I agree to make the payment digitally as instructed by Faarms.
- 17. I agree and understand that Faarms will have the right to terminate my participation in FDC or discontinue FDC at any time, without the requirement to issue a notice or intimation to me.
- 18. There is no restriction on Faarms' right to use, disclose, or otherwise deal with the information or data provided by me to it.
- 19. This Agreement and the interpretation thereof shall be governed by and construed in accordance with the laws of India.
- 20. Courts at Bangalore shall have exclusive jurisdiction to deal with any matter arising out of this Agreement.
- 21. I hereby confirm that I am a valid business customer and accordingly, hold one of the following registrations: (a) sales tax or VAT registration or service tax or excise duty or Goods and Services Tax (GST) registration; or (ii) trade licenses i.e. a license or registration certificate or membership certificate or registration under Shops and Establishment Act, issued by a Government Authority or Government Body/ Local Self-Government Authority, reflecting that the person holding the license or registration certificate or membership certificate, as the case may be, is engaged in a business involving commercial activity; or (iii) permits or license etc. for undertaking retail trade (like tehbazari and similar license for hawkers) from Government Authorities or Local Self Government Bodies; or (iv) certificate of incorporation or registration as a society or registration as public trust for their self-consumption.

By agreeing to this clickwrap Agreement, I represent that I have the right to bind myself to the terms and conditions herein.

BY CLICKING THE "ACCEPT" BUTTON, I (A) ACCEPT THIS AGREEMENT AND AGREE THAT I AM LEGALLY BOUND BY THE TERMS HEREOF; AND (B) REPRESENT AND WARRANT THAT: (I) IF AN INDIVIDUAL, I AM 18 YEARS OF AGE OR OLDER; AND (II) I HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND MYSELF TO THE TERMS HEREOF



Insurance Agent Name: Amit Singh Insurance Agent Code: BAPB10034

Address: Kapurthala, Kapurthala H.O, KAPURTHALA, PUNJAB 144601

Date: 2022-12-30 07:44:40