

TURNO CUSTOMER REFERRAL SCHEME AGREEMENT

This Turno Customer Referral Scheme Agreement ("**Agreement**") is entered into by **BLUBBLE PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, having corporate identification number U29299KA2021PTC149203 and its registered office at #32, 2nd Main, Nanjappa Reddy Layout, 8th Block, Koramangala, Bangalore (hereinafter referred to as "**Turno**", which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its successors and assigns) and the individual or entity accepting this Agreement ("**Referrer**"). If you are accepting on behalf of the Referrer, you represent and warrant that you: (a) have full legal authority to bind the Referrer to this Agreement; (b) have read and understood the terms of this Agreement; and (c) agree to those terms on behalf of the Referrer. If you do not have the legal authority to bind the Referrer, please do not click the "Submit" button below. Turno and the Referrer to be collectively referred to as "**Parties**".

This Agreement governs the Referrer's participation in the Turno Customer Referral Scheme more particularly described in the **Schedule** hereto ("**Scheme**"). This Agreement is effective between the Referrer and Turno, from the date that the Referrer electronically accepts this Agreement ("**Effective Date**").

1. Definitions

"**Applicable Laws**" mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, clearance, approval, directive, guideline, policy, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority whether in effect as of the date of this Agreement or thereafter and in each case as amended or restated from time to time.

"**Authentication**" means authentication by way of a one-time password *via* call or text message or personal notification via the Turno App, to verify and correlate the identity of the Eligible Referral with the Referrer.

"**Business Day**" means a day (other than a Saturday and Sunday) on which the banks in Bengaluru are open for general business.

"**Eligible Referral**" means that: (a) a new customer lead is referred by the Referrer under the Scheme and such new customer completes the purchase of the Vehicle, and (b) such referral is not an Ineligible Referral, and (c) the payment towards the Vehicle is fully paid to the dealer by the new customer and (d) the Vehicle is delivered to new customer.

"**Ineligible Referrals**" mean referrals of the then-current or previous customers of Turno i.e. any customers who have already or previously purchased Vehicle(s), including any customers who had previously qualified as Eligible Referrals and completed a Valid Transaction.

"**Territory**" means the Union Territory of India.

"**Valid Transaction**" means purchase of Vehicles by an Eligible Referral submitted by the Referrer that: (a) can be correlated to the Referrer's account by Authentication; and (b) is invoiced and fully paid for.

"**Vehicle(s)**" means vehicle(s) purchased from or through Turno.

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2. Prerequisites for Referrers

A Referrer is qualified to participate in the Scheme only if the following conditions are fulfilled: (a) the Referrer has been requested to participate in the Scheme; (b) the Referrer has a bank account; and (c) the referral provided by the Referrer is an Eligible Referral.

3. Promotion and Marketing to Eligible Referrals

The Referrer may promote and market the services being provided by Turno, in compliance with this Agreement, only to potential Eligible Referrals located in the Territory. The Referrer may not promote or market the Services to Ineligible Referrals.

4. Scheme

The Scheme has been provided in the Schedule to this Agreement and is expressly incorporated into this Agreement. The Referrer will promote the Vehicle(s) in accordance with the terms of the Scheme. To the extent of any conflict between the Scheme and the remainder of this Agreement, the Scheme will prevail.

5. Successful Referral

The Referrer shall be eligible to receive fees calculated as per the Scheme upon completion of a Valid Transaction ("**Referral Fees**"). The Referral Fees will be paid by Turno to the Referrer within 7 (seven) Business Days from the delivery of the Vehicle pursuant to a Valid Transaction. The Referral Fees is non-transferable and non-negotiable.

6. No Deceptive Practices or Misleading Statements

The Referrer shall not: (a) engage in any deceptive trade practices or make any unauthorised, false, misleading or illegal statements in connection with this Agreement or regarding the Vehicle(s) and/ or Turno; or (b) purport to give any representation or warranty binding on Turno in relation to the Vehicle(s) or any other goods or services provided by Turno.

7. Relationship between Turno and the Referrer

The Referrer shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind Turno in any way to any obligation and shall not carry out any act which might reasonably create the impression that the Referrer is so authorised. This Agreement does not create any agency, partnership or joint venture between or amongst the Parties, or any employment relationship. This Agreement does not confer any benefits on any third party.

8. Restrictions

The Referrer shall not send, post, transmit or otherwise use Turno's name or any Turno provided content or services, including the Vehicle(s) and the services provided by Turno, in connection with anything (including any material or sites) that: (a) generates or facilitates unsolicited bulk commercial emails/sms; (b) violates or encourages the violation of the legal rights of others; (c) is unlawful, invasive, infringing, defamatory or fraudulent; (d) contains obscene or pornographic

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content; (e) results in publishing any article or content about Turno products, services etc. or advertisement of any kind in any form on any medium print, audio visual form, web etc. including social media (Facebook, twitter, WhatsApp, Instagram, YouTube etc.) , or spam under any Applicable Law; (f) encourages organizing of competitions, contests online, posting content about Turno etc.; and/ or (g) encourages any act or omission resulting in damage to Turno in any form whatsoever in nature.

The Referrer hereby agrees and undertakes that the aforementioned activities are expressly prohibited and engaging in any of such activities will lead to initiation of legal and criminal action against the Referrer and also result in immediate termination and disqualification from the Scheme and forfeiture of Referral Fees accrued, but not yet paid.

9. Modification of Terms

Turno may, at any time and at its sole discretion, change the following by written notice (email notice permitted) to the Referrer: (a) the terms of the Scheme or this Agreement; (b) the amount of or method of calculating Referral Fees; or (c) the requirements for Eligible Referrals and Valid Transactions. If Turno notifies the Referrer of a change in the amount of or method of calculating the Referral Fees, or of any changed requirements for Eligible Referrals or Valid Transactions (including by introduction of, or change to, the Scheme), such changes will only apply in relation to Eligible Referrals submitted and Valid Transactions completed after the notice date (including any Referral Fees related to such Valid Transactions). The decision of Turno on all matters relating to, or in connection with the Scheme shall be final and binding on all parties concerned.

10. Exclusions

No Referral Fees will be payable in relation to any referrals that do not qualify as Eligible Referrals or any transactions that do not qualify as Valid Transactions completed within the Term. For clarity, no Referral Fees are payable in relation to any subsequent purchase of Vehicle(s) made by the Eligible Referral. If details of the referred customer already exist in Turno's database as an existing customer or as a lead customer, then such referral shall be considered an as Ineligible Referral under this Agreement. Turno reserves the right to carry out checks and controls as it deems fit and proper, before the credit of Referral Fees to the Referrer. Turno at its sole discretion may decide to impose a maximum number of referrals per Referrer for which Referral Fees are payable to a Referrer.

11. Bank Account Details

The Referrer is solely responsible for ensuring that its bank account information is accurate and current. Turno will not be responsible for any payments not received due to the Referrer failing to provide accurate and complete account information for payment.

12. Tax

All amounts stated in this Agreement are exclusive of taxes, and charges, if any. The Referral Fee shall be subject to applicable withholding tax as per Applicable Law in force at the time.

13. Term

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This Agreement will commence on the Effective Date and remain in effect until terminated by Turno or the Referrer as provided in this Agreement (“**Term**”).

14. Termination

- 14.1. Turno or the Referrer may terminate this Agreement by giving a written notice (email notice permitted) of 7 (seven) days to the other party.
- 14.2. For clarity, and without prejudice to any other rights or remedies of Turno, if Turno terminates this Agreement due to a breach by the Referrer of any terms or conditions of this Agreement, the Referrer forfeits any right to any then-unpaid Referral Fees relating to any Valid Transaction completed prior to the effective date of termination of this Agreement.

15. Warranties

- 15.1. Each party warrants that it will use reasonable care and skill in fulfilling its obligations hereunder.
- 15.2. The Referrer hereby represents and warrants that: (a) it is competent to contract under Applicable Laws, is an Indian citizen and it meets the prerequisites set out in Clause 2 of this Agreement; (b) its employment contract (if applicable) does not restrict it from participating in the Scheme and it is not otherwise restricted (including by any other contract binding the Referrer) from participating in the Scheme or submitting any Eligible Referral hereunder; (c) it will not knowingly, or in bad faith, submit any Ineligible Referrals to Turno in connection with this Agreement; and (d) its conduct related to this Agreement shall comply with all Applicable Laws.

16. Notices

All notices of termination or breach must be in writing and addressed to Turno’s e-mail ID provided in the Scheme or the contact details provided by the Referrer to Turno (as the case may be). Notice will be treated as delivered on receipt, as verified by written or automated receipt, or by electronic log (as applicable).

17. Assignment/ Sub-contracting

The Referrer may not assign its rights or sub-contract its obligations under the Agreement, in whole or in part, and any attempt to do so will be null and void. Turno may assign or sub-contract, the whole or a part of, its rights and/or obligations under this Agreement, without the consent of the Referrer.

18. Severability

If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

19. Governing Law

This Agreement is governed by the laws of India and the courts in Bengaluru will have exclusive jurisdiction in relation to any dispute arising out of this Agreement.

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20. Indemnity

The Referrer hereby agrees to indemnify and save harmless Turno and its affiliates, officers, directors, employees, partners and agents (“**Indemnified Parties**”) promptly upon demand and from time to time against any and all losses, damages, costs, liabilities, fines, penalties, imposts, compensations paid in settlement or expenses (including without limitation, reasonable attorneys’ fees and disbursements but excluding any consequential, punitive or special damages) arising out of any breach of representations, warranties or obligations of the Referrer under this Agreement or any claim or proceeding by any third party against the Indemnified Parties for any act, deed or omission of the Referrer.

21. Limitation of Liability

In no event shall Turno be liable to the Referrer or any third party, for any loss, damage, loss of profits, loss of business, or for any direct or indirect, incidental, special, consequential, exemplary or punitive damages arising out of or related to this Agreement.

22. Survival

In the event of termination of the Agreement, Clauses 16, 17, 19, 20, and 21, shall survive.

23. Binding Obligations

The provisions of this Agreement constitute legal, valid and binding obligations of the Parties hereto.

24. Entire Agreement

This Agreement, together with its schedules constitutes the whole agreement between the Parties and supersedes any previous written or oral agreements, understandings, negotiations and discussions between the Parties in relation to the matters dealt with in this Agreement.

25. Cumulative Rights

All rights and remedies of Turno hereunder shall be in addition to all other legal rights and remedies belonging to Turno and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid.

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SCHEDULE
[Turno Customer Referral Scheme]

S. N.	Particulars	Details
1.	Name of Customer	
2.	Place of execution of the Agreement	
3.	Date of execution of the Agreement	
4.	Referral Reward (in INR, Exclusive of TDS)	
5.	Customer Account Details	Name of Bank: Name on Account: Acc Number : IFSC Code :

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