

## TERMS & CONDITIONS

These Terms and Conditions (“**Terms**”) describe the terms under which Fleetx Technologies Private Limited (“**Fleetx**” or “**Service Provider**”) provides its services to any of its clients (“**Client**”). The Client and Service Provider shall hereinafter jointly be referred to as the “**Parties**” and severally as the “**Party**”. The Client is expected to have read and understood these Terms before entering into a service agreement with Fleetx by filling the Fleetx Order Form (“**Order Form**”). By availing the services of Fleetx, the Client is deemed to have accepted these Terms as amended from time to time.

By accessing the website at <http://fleetx.io>, you are agreeing to be bound by these terms of services, all applicable laws, and regulations, and agree that you are responsible for compliance with any applicable local laws. If you don't agree with any of these terms, you are prohibited from using this site. The materials contained in this website are protected by applicable copyright and trademark law.

### I. GENERAL TERMS

#### 1. DEFINITIONS

1.1. “**Acceptance**” or “**Accepted**” shall mean written acceptance issued by the Client to the Service Provider confirming that a Service is as per Specifications.

1.2. “**Affiliate(s)**” means any individual, corporation, partnership, trustee of a trust, or other business organization or association of persons directly or indirectly Controlling, Controlled by, or under common Control of a Party; “**Control**” shall mean and include a sense of the possession by a Person or a group of Persons acting in concert, directly or indirectly, of the right to direct or cause the direction of the management and policies of another Person, whether through the board of directors or ownership of voting rights by such other Person, by the Articles of Association, contract or otherwise. A Person or a group of Persons acting in concert shall be deemed to be in control of a body corporate if such Person or group of Persons is in a position to appoint or appoints the majority of the directors of such body corporate.

1.3. “**Confidential Information** ” means all the information, but not limited to the contents, terms, and conditions as mentioned in these Terms under ‘**Non-Disclosure Terms**’ in **Section III**, of the owner which is disclosed to the Recipient pursuant to the business arrangement whether oral or written and shall include but is not limited to trade secrets, know-how, inventions, techniques, processes, plans, algorithms, software programs, source code, semiconductor designs, schematic designs, business methods, customer lists, contacts, financial information, sales and marketing plans and business information of the owner.

1.4. “**Materials**” means including without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to the Recipient by the owner and any tangible embodiments of the owner’s Confidential Information created by the Recipient.

1.5. **Material "Specifications"** shall mean any specifications relating to Material as specified in these Terms or in the Order Form or agreed between the Client and the Service Provider in writing through any medium whether electronic or otherwise, including specifications regarding any time within which Material have to be provided.

1.6. **“Person”** shall mean and include any individual, legal entity, company, body corporate, partnership firm, association of persons, limited liability partnership or proprietorship, whether incorporated or not.

1.7. **“Swapping”** shall mean if the device is removed from one vehicle and installed in another vehicle. If the device which needs to be swapped is on rent, then a different device may be installed in another vehicle by the Service Provider. If device is owned by the Client and it needs to be shipped to a different city then the device installation may be carried out by the Service provider, however, the Client shall be responsible and accountable for the shipment of device and the shipment charges. Number of swaps = Number of vehicles involved/2.

## 2. MATERIAL DESCRIPTION OF TRANSACTION

2.1. Service Provider will provide the details as specified in the Order Form at the location as per the address details given by the Client i.e., whether it would be of registered office of the Client, or any branch office situated across India.

2.2. Data accessibility shall be up to 1 year on Service Provider’s Platform and additional 1 year on request.

2.3. List of vehicles is mandatory if multiple device type (FMB/OBD/Etc.) need to be installed.

2.4. If the SIM Material is used for any purpose other than GPS, then the Service Provider shall take timely action and the Client shall be charged as per usage.

2.5. The turn-around time in case of reinstallation/removal shall be up to 48 to 72 hours on Key-Location. However, the turn-around time for non-key location(s) may vary depending on availability of technicians on such location. In case of reinstallation / removal / new-installation, Client’s POC (Point of Contact) must inform the Service Provider at least 24 hours in advance by creating a ticket on Service Provider’s portal. The turn-around time for issues other than reinstallation/removal may vary based on the criticality of the said issues.

2.6. Any modifications to the Specifications will be subjected to the Change Request process set forth below.

2.7. The Client shall provide a change request (**“Change Request”**) in writing specifying any modifications to the Specifications in Purchase Order / Work Order. Such change request shall be made by the Client to the Service Provider within 48 to 72 hours from the date of placing Purchase Order / Work Order and the Service Provider shall incorporate the same into the deliverables. The Client shall inform the Service Provider about any such modification to the Purchase Order / Work Order either by way of email, certified letter, or via other mode of communication. The Service Provider will submit to the Client a written response to such Change Request confirming its understanding on the request and accepting the same. If the Service Provider does not so provide a written response the Change Request will be deemed to be rejected. The turn-around time for the change request(s) may vary upon its criticality.

**2.8.** Client shall be required to inform the Service Provider in case the device is not working properly only via email or ticketing system immediately upon taking note of the same. Repair will be done within 72 hours after raising the repair request. If the Client fails to raise any such request, the Service Provider shall not be liable for any default or defect in the device.

### **3. Use of licence**

a) Permission is granted to temporarily download one copy of the materials (information or software) on fleetx technologies private limited's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

- i) modify or copy the materials
- ii) use the materials for any commercial purpose, or for any public display (commercial or non-commercial)
- iii) attempt to decompile or reverse engineer any software contained on Fleetx Technologies Private Limited's website
- iv) remove any copyright or other proprietary notations from the materials or
- v) transfer the materials to another person or "mirror" the materials on any other server.

b) This license shall automatically terminate if you violate any of these restrictions and may be terminated by Fleetx technologies private limited at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

### **4. ACCURACY OF MATERIALS**

Fleetx technologies private limited has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by fleetx technologies private limited of the site. Use of any such linked website is at the user's own risk.

### **5. PRICING AND PAYMENT TERMS**

5.1. Client will pay to the Service Provider for Material as per the Order Form in the manner specified in **Section II** of these Terms or as may be agreed in writing between the Parties from time to time.

5.2. The Client shall reimburse the Service Provider for any pre-approved out-of-pocket travel expenses including courier, logistics, and boarding if incurred in delivering the material, as may be agreed between the Parties from time to time (collectively, "**Expenses**"). The Service Provider shall obtain Client's prior written authorization before incurring any Expenses which are in excess of INR 5000/-.

### **6. TERM, TERMINATION, AND CONSEQUENCES OF TERMINATION**

6.1. Term: The Term of the agreement shall be as defined in the Order Form.

6.2. Lock-in Period: 24 months of lock-in period from the execution date.

6.3. After the lock in period is completed, these Terms shall auto renew until these Terms is terminated by either by Service Provider or Client.

6.4. Either Party may terminate these Terms by providing prior written notice to the other Party of 60 (sixty) days after the lock-in period.

6.5. Terms that ought to naturally survive termination of these Terms in order to give full effect to the intentions of the Parties shall continue to remain in force after termination of these Terms, including Confidential Information, Limitation of Liability, Non-Solicitation, Mediation and Arbitration and Governing Law.

## **7. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS**

7.1. Each Party hereby represents and warrants that:

- (a) It has been duly incorporated or created and is validly subsisting and in good standing under the laws of the jurisdiction of its incorporation;
- (b) It has the necessary power to execute, deliver and perform its obligations under these Terms and all necessary corporate, shareholder and other action has been taken to authorize such execution, delivery and performance;
- (c) These Terms have been duly authorized, executed and delivered by it and constitutes a valid and binding obligation enforceable against it in accordance with its terms;
- (d) The execution and delivery of these Terms by it, the performance by it of its obligations hereunder and compliance by it with the provisions hereof will not violate, contravene or breach or create a default under any agreement, instrument, charter or by-law; and
- (e) Each party shall be responsible for any and all compliances under applicable laws on their part. In the event of any Losses resulting from any claims due to any statutory requirements or impositions of any lawful authorities, either party shall indemnify the other party (except to the extent that the Losses may have been caused due to gross negligence on the part of either party).

2. Warranty of the devices shall be 12 months from the date of installation or the period of warranty explicitly provided by the Manufacturer of such devices, whichever is earlier. However, the warranty shall not cover any sort of water, dust, or physical damages, or damages which are caused by the Client's employees, directors, agents, representatives, directors, or any person authorised to come in contact with the Product by the Client, or any damages which are attributable to the Client.

3. The Client shall either return the device upon discontinuation of the services or the Service Provider shall charge the cost of new devices from the client, in case of lost or damaged devices.

4. Service Provider warrants that the Material will be in conformity with generally accepted and prevailing industry standards and as per any specific standards agreed to between the Parties under these Terms.

## **8. CONFIDENTIAL INFORMATION**

1. The Parties agree that they may be given access to either party's Confidential Information in the course of these Terms.
2. The Parties agree to abide by the conditions of Confidentiality and Disclosure as per Section III of these terms, titled, "Non-Disclosure Terms".

## **9. LIMITATION OF LIABILITY**

The Parties shall not be liable to each other for any special, indirect, incidental, or consequential damages (including damages for loss of business, profits) incurred or suffered by the other Party arising as a result of or related to these Terms except in relation to any breach of Confidential Information where no such limitation will be applicable. The Service Provider's liability under these Terms or any other contract with the Client shall not exceed INR 10,000/-.

## **10. RELATION OF PARTIES**

The performance by Service Provider of its duties and obligations under these Terms will be that of an independent contractor and nothing in these Terms will create or imply any partnership or agency or joint venture or an association of persons or a body of individuals or any other entity of like nature between any of the Parties hereto and none of them shall have any authority to bind the other in any way. Pursuant to these Terms, no employee-employer relationship is created or intended between the service provider and the Client.

## **11. NON-SOLICITATION**

The Client and its Affiliates shall not, directly or indirectly, solicit any employees, or customers of the Service Provider, during the Term of these Terms and for a period of 12 (twelve) months after the termination of these Terms. The Parties acknowledge that breach of this Clause 12.1 will result in severe loss, damage and injury to the good will, reputation and business of the Service Provider who shall without prejudice to any other remedies under law, be entitled to indemnity for every such breach. The Client acknowledges that the restriction specified herein is reasonable and does not adversely affect or restrain it from conducting its business and operations.

## **12. MEDIATION AND ARBITRATION**

If any dispute arises as to the terms of these Terms, the Parties agree to select a mutually acceptable neutral third party to help them mediate within 1 (one) month from delivery of notice by one Party to the other Party. If the mediation is unsuccessful, the Parties agree that the dispute shall be decided by a sole arbitrator, mutually or otherwise appointed in accordance with the Arbitration and Conciliation Act, 1996 and either Party may initiate the same through written notice to the other Party. Subject to applicable law, decision of the arbitrator shall be final. Costs and fees associated with administration of mediation or arbitration shall be shared equally by the Parties subject to each Party being responsible for

its attorneys' fees, travel costs and miscellaneous expenditures of Parties. The venue and seat of arbitration shall be Gurgaon, Haryana, India. Language of arbitration shall be English.

### **13. GOVERNING LAW AND JURISDICTION**

1. Any claims, disputes on controversies arising under or pertaining to the order form & Agreement shall be subject to and interpreted in conformity with laws of Haryana, India that are applicable to the Agreement concluded and to be executed within the said state.
2. Save and except as expressly provided in these Terms, no exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in these Terms shall constitute a waiver by that Party of that or any other right, remedy or power.
3. These Terms read with the Order Form and any documents executed between the Parties pursuant to these Terms constitute the entire Agreement between the Parties in relation to its subject matter and supersedes all prior Agreements and understandings whether oral or written either in form of work order or with respect to such subject matter and no variation of these Terms shall be effective unless reduced into writing by or on behalf of each Party.

### **2.MISCELLANEOUS**

- 2.1. No Waiver: Save and except as expressly provided in these Terms, no exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in these Terms shall constitute a waiver by that Party of that or any other right, remedy or power.
- 2.2. Entire Agreement: These Terms constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes all prior Agreements and understandings whether oral or written either in form of work order or with respect to such subject matter and no variation of these Terms shall be effective unless reduced into writing by or on behalf of each Party.
- 2.3. Severability: In the event that any term, condition or provision of these Terms is held to be in violation of any applicable law, statute or regulation or if for any reason a court of competent jurisdiction finds any provision of these Terms or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.
- 2.4. Force Majeure: the Service Provider shall not be liable nor responsible for any damages in any manner whatsoever to the Client for any failure or delay to perform or fulfil any of its obligations under these Terms when such failure or delay is due to fire, riot, strike, lockout, terror attacks, war, civil commotion, malicious damage, accident, breakdown of plant or machinery, fire, flood, storm, labour unrest such as but not limited to gherao, go slow tactics, acts of God, disease outbreak, epidemics, pandemics, lockdowns, restrictions on movements, omissions or acts of public authorities preventing or delaying performance of obligation relating to acts of public authorities, including changes in law, regulations or policies of the Government, regulatory authority acts beyond the control of the Parties, or for any other reasons which cannot reasonably be forecast or provided against, and which cannot be predicted by men of ordinary prudence provided such failure or delay is caused as a direct result of a force majeure event.

## II. PAYMENT TERMS

The Payment Terms shall be as given in the Order Form.

## III. Privacy Policy

### **Informations Collected by Fleetx's Mobile applications -**

When the Fleetx app is installed on your phone, a list of permissions appear and are needed for the app to function effectively. There is no option to customize the list. The permissions that Fleetx requires and the data that shall be accessed and its use is as below:

Android permissions:

#### 1. Device & App History

We need your device permission to get information about your device, like OS (operating system) name, OS version, mobile network, hardware model, unique device identifier, preferred language, etc. Basis these inputs, we intend to optimize your overall app experience, use OS specific capabilities to drive great in-funnel experiences using components of device OS, etc.

#### 2. Location / MAP

This permission enables us to help you in finding the distance of your truck from a particular location. When you use navigate to Search by Location feature in Fleetx app to find the distance of particular location from your truck, then in case you choose starting location as your self location, we auto-detect your location and auto-filled.

#### 3. Background Location

- Fleetx: Field Service Engineer app collects this data when the apps are running in the foreground (app open and on-screen) as well as in the background (app open but not on-screen) of their mobile device.
- We collect precise or approximate location data from field service engineers if they enable us to do so via providing consent.
- This data is used by Fleetx: Field Service Engineer app to calculate duty wise KMs travelled depending upon the start and end location of the duty, schedule and assign duty.
- Fleetx: Driver | EPOD app collects this data only when the app is used as the app based tracking mode. The app is running in the foreground (app open and on-screen) as well as in the background (app open but not on-screen) of their mobile device.
- We collect precise or approximate location data from Driver mobile devices if they enable us to do so via providing consent.
- This data is used by Fleetx: Driver|EPOD to Get Real-time and historical vehicle location history. Get Trip/Client/SLA/Route info. & file EPOD / Trip Expenses.

4. Phone:  
The app requires access to make phone calls so that you can make phone calls to your saved driver contacts on app & customer contact centres directly through the app.
5. Contacts:  
If you allow us to access your contacts, it enables us to provide you a feature, where you can easily send across referral links to your friends to invite them to Fleetx's fleet management software and Fleetx app. This information will be stored on our servers and synced from your phone.
6. Camera & Photo Library:  
The libraries in the app use these permissions to allow us to give you an option to fetch saved photos on your SD card to register for our services (E-POD & driver documents). The access to your camera is required to enable you to be able to click, review and upload photo/doc.
7. Device ID & Call information:  
This permission is used to detect your Android ID through which we can uniquely identify users. We use incoming calls data to make your experience better whenever you receive call from driver for assistance.

## IV NON-DISCLOSURE TERMS

### 1. DEFINITIONS

1. “**Affiliates**” shall mean with respect to a party, a person who controls or is controlled by, or is under common control with such party. As used in this definition, the expression control means with respect to a person, the power to direct or cause the direction of the management or policies of such person, whether through the ownership, directly or indirectly, of majority voting rights exercisable at general meetings of the members of that person or the right to appoint or remove directors having a majority of the voting rights exercisable at meetings of the board of directors of that person (on all, or substantially all, matters) or through contract or otherwise.
2. “**Confidential Information**” means all the information of the owner which is disclosed to the Recipient pursuant to the business arrangement whether oral or written and shall include but is not limited to trade secrets, know-how, inventions, techniques, processes, plans, algorithms, software programs, source code, semiconductor designs, schematic designs, business methods, customer lists, contacts, financial information, sales and marketing plans and business information of the owner, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programs, drawings or other instruments) furnished by the owner of such information (“**Owner**”) to the recipient of such information (“**Recipient**”). under these Terms. “Confidential Information does not include information that:
  - (a) was already known to the Recipient at the time of disclosure;
  - (b) is or becomes publicly available or is in the public domain without a breach of these Terms;

- (c) is approved for release by a prior written authorization of the Disclosing Part;
  - (d) any information required to be disclosed under any applicable Law; and
  - (e) is independently developed by the Recipient without the utilisation of Confidential Information provided by the Owner.
3. **‘Contemplated Agreement’** means any future legally binding Agreement between the Parties in respect of the Project envisaged under these Terms.
  4. **“Governmental Authority”** means any governmental, statutory, departmental, or public body or authority, including courts of competent jurisdiction.
  5. **“Law”** means any statute, notification, bye law, rule and regulation, directive, guideline, ordinance, order or instruction having the force of law enacted or issued by any Governmental Authority, whether in effect as of the date of these Terms or thereafter and shall include Laws in any territorial jurisdiction as may be applicable.
  6. **“Materials”** means including without limitation, documents, drawings, models, apparatus, sketches, designs, and lists furnished to the Recipient by the owner and any tangible embodiments of the owner’s Confidential Information created by the Recipient.
  7. **“Person”** shall mean any individual, company, firm, association, trust or any other organization or entity, including any governmental or political subdivision, ministry, department, or agency thereof.
  8. **“Representative(s)”** includes the directors, employees, agents, or legal, financial and other advisers of the Recipient having a “need to know” the Confidential Information for the purpose of the Proposed Transaction.

## **2. CONFIDENTIALITY OBLIGATIONS**

- 2.1. Recipient acknowledges that the Confidential Information disclosed by the Owner and/or its representatives to the Recipient and/or its Affiliates and/or its respective Representatives is valuable, secret, and confidential and shall, at all times remain the sole property of the Owner.
- 2.2. Unless otherwise agreed to in writing by the Owner, the Recipient undertakes to utilize the Confidential Information only for the purposes related to the Proposed Transaction. The Recipient agrees that it shall not or cause its respective Representatives and Affiliates to use the Confidential Information to obtain a commercial advantage for itself/themselves.
- 2.3. The Recipient shall keep and shall cause its respective Representatives and Affiliates to keep the Confidential Information in utmost confidence and shall not for a period of three (3) years from the date of disclosure disclose, publish, make commercial or other use of, part with, or give or sell to any Person the Confidential Information including its intended use.
- 2.4. In the event that the Recipient is requested or required by any Governmental Authority) to disclose any Confidential Information, the Recipient shall not disclose such Confidential Information unless prior notice to the Owner has been given.

## **3. COVENANT NOT TO DISCLOSE**

The Recipient will use the owner's Confidential Information solely to fulfil its obligations as part of the business relationship with the owner. The Recipient shall not disclose any Confidential Information to any person except to its employees, directors, advisors or consultants on a need-to-know basis, who have prior to the disclosure of or access to any such Confidential Information agreed in writing to receive it under terms at least as restrictive as those specified in these Terms. In this regard, the agreement entered into between the Recipient and any such person shall be forwarded to the owner promptly thereafter. The Recipient shall use at least the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own Confidential Information and shall take all steps necessary to protect the Confidential Information from any unauthorised or inadvertent use. In particular, the Recipient will immediately give notice in writing to the owner of any unauthorised use or disclosure of the Confidential Information and agrees to assist the owner in remedying such unauthorised use or disclosure of the Confidential Information. This confidentiality obligation shall not apply only to the extent that the Recipient can demonstrate:

- a. the Confidential Information of the owner is at the time of disclosure, part of the public domain, except by breach of the provisions of these Terms; or
- b. the Confidential Information of the owner is required to be disclosed by a government agency to further the objectives of these Terms or by a proper court of competent jurisdiction; provided however that the Recipient will use its best efforts to minimize the disclosure of such information and will consult with and assist the owner in obtaining a protective order prior to such disclosure.

## **4. RETURN OF THE MATERIALS**

All Materials shall remain the property of the owner and the Recipient shall return to the owner or destroy the Materials and all copies thereof, as instructed by the owner upon the completion of its obligations as part of the business relationship or termination of these Terms or upon the

written request of the owner at any time whether during the course of contemplated communications or after the completion or abandonment within seven (7) working days from the date of raising such request to the recipient via email.

## **5. OWNERSHIP OF CONFIDENTIAL INFORMATION**

The owner shall be deemed the owner of all Confidential Information disclosed by it or its agents to the Recipient hereunder, including without limitation all patents, copyright, trademark, service mark, trade secret and other proprietary rights and interests therein, and Recipient acknowledges and agrees that nothing contained in these Terms shall be construed as granting any rights to the Recipient, by license or otherwise in or to any Confidential Information.

## **6. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

6.1. In consideration of the disclosure of Confidential Information by the Owner to the Recipient solely for the Purpose, the Recipient undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party.

6.2. In addition to any undertaking in any clause in the Agreement, the Recipient shall be liable for:

- (a) any loss, theft or other inadvertent disclosure of Confidential Information, and
- (b) any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Recipient under these Terms has the right to disclose Confidential Information, except where, the Recipient has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Recipient has promptly notified the Owner thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.

6.3. The Recipient understands and agrees that:

- (a) any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;
- (b) a combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

6.4. The Recipient acknowledges the technical, commercial and strategic value of the Confidential Information to the Owner and understands that unauthorized disclosure of such Confidential Information will be injurious to the Owner.

## **7. WARRANTIES**

The Owner assumes no responsibility for any loss or damages which may be suffered by the Recipient, its customers or any third parties on account of or arising from the use of the

Confidential Information by the Recipient. The Owner makes no warranties of any kind, whether express or implied, as to the accuracy or completeness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights; any rights of privacy; or any rights of third persons.

## **8. REMEDIES FOR BREACH OF CONFIDENTIALITY**

**8.1.** The Recipient agrees and acknowledges that any disclosure of any Confidential Information prohibited herein, or any breach of the provisions herein may result in an irreparable injury and damage to the owner which will not be adequately compensable in terms of monetary damages. The owner will have no adequate remedy at law thereof, and that the owner may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the owner against, or on account of, any breach by the Recipient of the provisions contained herein, and the Recipient agrees to reimburse the reasonable legal fees and other costs incurred by owner in enforcing the provisions of these Terms.

**8.2.** The Recipient agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said Confidential Information shall, in addition to the remedies mentioned above, make the Recipient criminally liable for Breach of Trust under section 405 of the Indian Penal Code and a penalty for breach of confidentiality and privacy shall be imposed as per Section 72 in The Information Technology Act, 2000.

## **9. RELATIONSHIP OF THE PARTIES**

The relationship of the Parties hereto shall be that of independent contractors. Nothing contained in these Terms shall be construed to imply a partnership, joint venture, principal and agent, or employer and employee relationship between the Parties and neither Party has any right, power or authority to represent the other Party or to create any obligation, express or implied, on behalf of the other. Neither these Terms, nor the furnishing of Confidential Information, constitutes an agreement, obligation or commitment by either Party to proceed with any transaction, or result in any liability, financial or otherwise, to the other Party or its clients.

## **10. INSIDE INFORMATION**

The Parties acknowledge that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing, and the Parties undertake not to use any Confidential Information for any unlawful purpose.

## **11. COPYING AND RETURN OF FURNISHED INSTRUMENTS**

**11.1.** The Recipient shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Owner hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.

11.2. All samples, models, computer programs, drawings, documents, and other instruments furnished hereunder and containing Confidential Information shall remain the Owner's property.

11.3. At any time upon request from the Owner or upon the conclusion of the Purpose or expiry of these Terms, the Recipient, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such request, of each and every copy of Confidential Information given by the Owner, and satisfy the Owner that it no longer holds any further Confidential Information

## **12. INTELLECTUAL PROPERTY RIGHTS**

The Confidential Information shall remain the exclusive property of the Party which has disclosed it (or the applicable Affiliate or third party) and its disclosure shall not confer on the Recipient or its Representatives any rights (including without limitation any intellectual property rights) over the Confidential Information whatsoever beyond those contained in these Terms.

Except as expressly provided herein, the Parties do not grant, convey or transfer to the Recipient or any other person or entity any interest, license or other right, in or to its Confidential Information or any patent, copyright, trade secret, trademark or other intellectual property right.

## **13. WAIVER**

No term or provision hereof will be considered waived, and no breach excused by the owner, unless such waiver or consent is in writing signed by or on behalf of the owner. No consent or waiver of a breach by the owner will constitute consent to the waiver of or excuse of any different or subsequent breach by the Recipient.

## **14. NOTICES**

**Any notice provided for or permitted under these Terms will be treated as having been given when (a) delivered personally, (b) sent by confirmed telecopy, (c) sent by commercial overnight courier with written verification of receipt, or (d) mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, at the address set forth below or at such other place of which the other party has been notified in accordance with the provisions of this clause. Such notice will be treated as having been received upon actual receipt or five days after posting.**