

# Client Online Agreement- Chalo Online

**Your purchase and use of Chalo Online Application or related services are subject to the terms and conditions described on this page, the policies we make available in connection with your Chalo Online account, and other terms available via links below. You agree to these terms and conditions by clicking the check box and/or the "Accept" button presented with these terms and conditions or, if earlier, using any of the services described in these terms and conditions.**

Whereas, Texcutive under the project of Chalo Online will provide its Client an online application/ website platform , Application Management Services (AMS) including Strategy, governance, process and technology , Delivery Services and Client's Client Management Services.

## **Article 1- Service Description**

1. Chalo Online will provide an online android application / website known as White Label based on Client business to expand their business online for Clients.
2. Chalo Online will provide its client the Application Management services which includes in providing the strategical, governance, Organization , process and technological support for its clients
3. Chalo Online will provide end to end Client Management Services to Client's Clients like Telephone, email, onsite and social media etc.
4. Chalo Online will provide its Server support, Server Space, Quality Certificates (SCL Certification) and regular updates and maintenance of the Client Application/website.
5. Chalo Online will provide Clients to add unlimited number of accounts and keywords and set own subscription pricing points.
6. Chalo Online will provide the payment gateway to the client along with upto twenty (20) lakh Transactions per annum (nearly 1 lakh 66 thousand per month) will be free and later will be charged with 2.1% standard processing fee to the client.
7. Chalo Online will provide the SEO( Search Engine Optimization) and SMO(Social Media Optimization) services each month to its Clients for Online marketing
8. Chalo Online will also provide Offline marketing material like Flyers, Posters, Cards etc. time to time to expand the business and reach of the client's application.
9. Chalo Online will help the Client in delivering the products ordered from their app by Clients at their doorstep via employees or trusted courier agencies.
10. Chalo Online will device business development plans with the Clients to increase the reach to online market with offers and discounts time to time.

## **ARTICLE 2- Pricing**

1. Chalo Online offer two options for mobile application services:-
2. Client has to choose from the following two plans:
  - a) Chalo Online proposed a simple business linked plan of 11,000/- (deposit amount) for 12 months with monthly maintenance charge of 4500 Indian Rupees.
  - b) The Client can go for onetime non refundable charge of 25000/- and will get free six month maintenance followed by 3000/- monthly maintenance charge.
    - i. In only first plans client will get the benefit of and full refund after one year of subscription

- ii. Amount of the services and all other amount will be payable by client to distributor in his/her bank account.

**Chalo Online will not be responsible for any type of cash transaction and Client will not handover or pay cash for any services to distributor or any other company employee without written confirmation from company management.**

3. All amount or monthly amount will be payable in advance basis. After completion of the payment client have to share the payment receipt with the distributor as well as the Chalo Online over email.

**Example: - If Client starts his/her service in month of January then onetime registration amount and advance amount of month February have to payable in January. Then after amount of March month service will be payable in February month as advance and so on.**

4. Any plan client chooses then amount will be payable between 1st to 8th date of each month. If client fails to pay the amount then Chalo Online reserves right to stop clients services which will impact on his/her website/mobile application and client will solely responsible for their loss.
5. Chalo Online will provide invoice within 7 days from the date of payment done by Client. If any bank holidays or server error occurs then invoice can be delayed.
6. The Payments for the Delivery Services after free deliveries will also be paid to the local Distributer.

#### **ARTICLE 3- Product Description**

1. Chalo Online will develop and provide app based / web based platform incorporating E-Commerce functionalities to the Client's application and website (if requested).
2. The service will be hosted on India based servers or retailer will host and maintain their own web sites by paying monthly maintenance charges as mentioned in Annexure B.
3. Chalo Online will provide Client support to the Client's Client if requested by the Client. Chalo Online will provide Client support by email and phone to Client.
4. The Client application/website will have predefined functionalities.
5. Payment for any other/additional functionality as required by Client will be invoiced separately. Transactions will be processed through Chalo Online Sales channel.
6. All information submitted on the application/ website platform by Client shall remain the exclusive property of Client. Chalo Online will not attempt to contact or enter into any type of business relationship with client's Clients and clients.
7. Chalo online will develop app based / web based platform incorporating E-commerce functionalities to the Client's application and website.
8. Client will provide Clients support to its own clients. Chalo Online will provide Client support by email and phone to Retailers.
9. All information submitted to the application/website platform by Client shall remain the exclusive property of Client. Chalo Online will not attempt to contact and enter into any type of business relationship with Client.

#### **ARTICLE 4: TERM**

With 11000 (Refundable Plan) the initial term of this Agreement is one year. After the initial term this Agreement will automatically renew for One (1) Year unless cancelled 30 days prior the end of the ongoing term.

With 25000 (Non Refundable Plan) the initial term will be for Six (6) months. After the initial term this Agreement will automatically renew for One (1) Year. The cancellation request needs to be 30 days prior the end of the ongoing term or otherwise.

## **ARTICLE 5: ZERO TOLERANCE SPAM POLICY/ NATURE OF CONTENT AND RESTRICTED PRODUCTS.**

Company takes a zero tolerance stance against sending of unsolicited messages, commonly known as spam unauthorized Product listing and sales via app. Any Client, or other client who sends out spam or list such items in the application or use delivery channel for prohibited items as per local authority we will have their WHITE LABEL permanently terminated. All messages and sales of the product that originate from the Clients must comply with all applicable local laws as well as with other travel regulations. Texcutive Services Private limited reserves the right to require changes or disable as necessary any website, account, database, products or other component that does not comply with this policy, at its sole discretion. Company also reserves the right to make any such modifications in an emergency at our sole discretion. Company will not be liable for any damages incurred related to spam. Additionally, the transmission of any form of adult content and use of related keywords is strictly forbidden. In the event of litigation, it is the responsibility of each party to bear its own solicitors' fees and costs throughout the entire process of any proceeding in accordance with Article 18.

## **ARTICLE 6- MONITORING OF SERVICE**

You agree that Company has the right to monitor the service electronically at any time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. Company reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement. Company also reserves the right to refuse refunds in cases where Company believes abuse has taken place. Company reserves the right to monitor any and all communications through or with our facilities. You agree that Company is not considered a "secure communications medium" for the purposes of the ECPA (The Electronic Communications Privacy Act 1986), and that no expectation of privacy is afforded in the event that such service is monitored and/or disclosed.

## **ARTICLE 7: COPYRIGHT AND TRADEMARKS**

In India, both copyrights and trademark rights can accrue without actual registration and remedies are available to the owners of unregistered copyrights and trademarks. Copyright infringement or abetment thereof in respect of a logo with knowledge is an offence punishable under copyright law 5 similarly, under the trademark law in India, remedies are available against applying false trademark with intent to defraud. Therefore All contents of the Client application are proprietary to Client and are protected under Copyright. All rights will be reserved for Client. The Client acknowledges that he/she/it does presently know the special skills, techniques or business policies, and the Client have business forms or access to the Company's body of knowledge, and as such, such information is deemed confidential and a trade secret, under Indian law.

Any issue due to copyright or trademark issue from the Client's end or any third party for Client application/website Texcutive and the channel will not be held responsible and will be entirely client's responsibility. Any Dispute arises on the company by any third party client will handle the legal obligations and will pay the company and its partners any cost arises because of the same.

## **ARTICLE 8- DATA PROTECTION ADDENDUM (DPA)**

Chalo Online offers certain hosted Services available to the client that may involve the submission, collection and/or use of personally identifying or identifiable information about client and their own Clients ("Your Data") in the course of your use of these Services ("Covered Services"). Your Data, for the purpose of this Section, excludes any User Content. Company's Data Processing Addendum ("DPA"), which is hereby incorporated by reference and applicable to Covered Services, is meant to provide you contractual assurance that we have robust mechanisms to ensure the security of your data along with transfer of Your Data, including transfers of Your Data from the EEA to

the Covered Services, meets with compliance under applicable data privacy laws.

For the purposes of the DPA and the Standard Contractual Clauses attached to the DPA (when and as applicable), Client (and their applicable affiliates) are considered the Data Controller/Data Exporter, and your acceptance of the terms of service governing Covered Services at the time of purchase of any Covered Services will also be treated as your acknowledgement and acceptance of the DPA and its appendices (including the Standard Contractual Clauses and its appendices, as applicable). If you wish to print, sign and return a physical copy of the DPA, please send an email request to [support@texcutive.com](mailto:support@texcutive.com).

Covered Services, as defined in this Section and in the DPA, include hosted services that are subject to the terms and conditions of the following Agreements: (1) Email Marketing Services, (2) Application Management Services, (3) Hosting, (4) Online Bookkeeping, (5) Online Store/Quick Shopping Cart, (6) Delivery Services

## **ARTICLE 9- DELIVERY AND SERVICES**

Your purchase and use of delivery or related services are subject to the terms and conditions described on this article, the policies we make available in connection with your admin account. Our employees are not authorized to conclude verbal agreements, verbal amendments to these conditions, or to make other verbal agreements. Any exception will require written confirmation via email through [support@texcutive.com](mailto:support@texcutive.com).

**9.1 Your Purchase.** You are purchasing delivery and any related services you request (such as installation or labor) from Company. Company is responsible for and will have liability regarding services you purchase from us. Company is not responsible for and will not have any liability regarding services you purchase from third parties.

**Charges to Client Account.** By purchasing delivery or related services from Chalo Online via your admin account, you agree to pay the fees associated with those services directly to the distributor. We reserve the right to adjust charges after they are initially posted to reflect adjustments by the applicable carrier or other service provider. We may limit or disallow services in our discretion but with prior notification to you.

**Compliance with Laws.** You will comply with all applicable laws and regulations with respect to delivery and related services you purchase.

### **9.2 Fees**

- a) You will get 30 free deliveries each month for amount till 15000/- and radius of 10 KM
- b) All Chargeable Deliveries have to be pre purchased from the company by paying the distributor.
- c) Incidental charges(e.g labor cost or installment charges) including detention, penalty, or any allied other charges, if applicable etc. would be charged on actual and will be informed after delivery via email.
- d) Any such payment has to be paid within seven (7) days from the invoice creation date.

### **9.3 Responsibility for Payment**

- a) Client shall make advance payment of all Fees for availing Delivery Services.
- b) If client default in making the payment of the Fees within the due date, then we shall levy a penalty on the unpaid invoiced amount at a rate equivalent to 2% per day from the date of default till the time the payment is made.
- c) If Client fails to make the payment (of the undisputed amount) against an invoice for any reason whatsoever, we reserve the right to withhold your goods in our custody till all pending dues are cleared and terminate the agreement with immediate effect.
- d) Client are liable to pay the freight and first mile costs for all the shipments stuck in Indian customs due to compliance, miss declaration, undervaluation issues.

### **9.4 Clients Obligations**

- a) Client warrant that each Shipment is properly described along with all relevant documents, acceptable for transport by us, and properly marked, addressed (including postal code), and packed to ensure safe transportation with ordinary care in handling. Client are responsible for and shall indemnify us against all

charges and possible surcharges and assessments including fees related to our prepayment of the same, government penalties and fines, taxes, and our lawyers' fees and legal costs, related to this Shipment.

- b) Client shall not book / handover or allow to be handed over any Shipment which is banned, restricted, illegal, prohibited, stolen, infringing of any third-party rights, hazardous or dangerous or in breach of any tax laws.
- c) Said to Contain Basis & Inspection: It is expressly understood by the Parties that all Shipments agreed to be delivered by us are on "SAID TO CONTAIN BASIS" i.e. we shall be under no obligation to verify the description and contents of the Shipments declared by You. You shall undertake to make proper, true, fair, correct and factual declaration regarding description and value of Shipments.

#### **9.5 Limitation of Liability**

- a) Our maximum liability and the sole and exclusive remedy You have for the damage or loss or theft or misappropriation of any Shipment caused due to gross negligence or willful misconduct by us. Our liability and your remedy for the same type of loss within India during the last mile movement will be limited to the cost of the item per Shipment.
- b) Our Liability towards compensation of any mishandling and delay caused has to be raised within 72 hours of the delivery and compensation of minimum 0.5% of the cost of the product but not exceeds to 5% will be refunded to you.

#### **9.6 Delivery, Service/Performance**

- a) Delivery or performance times are only binding if they are agreed in writing. In the event of doubt, the delivery times referred to in the order confirmation shall apply. Once the notice of dispatch readiness has been issued, the agreed deadlines will be considered to have been met, even if delivery or performance cannot take place for reasons which are not our fault.
- b) If delivery or performance deadlines are not met for reasons beyond our control, such as force majeure, war, terrorist attacks, import or export restrictions, labour disputes, or if the aforementioned affects our component suppliers, the agreed deadlines shall be extended for a reasonable period, even if at the time we are in default.
- c) If we do not keep to a fixed delivery or performance deadline, for reasons other than those mentioned in Clause above the Client has the right to withdraw from the contract, after he has set us in writing a reasonable period within which to deliver or perform and we have not adhered to it.
- d) We are entitled to part-performance of our delivery obligations, provided that the obligation is divisible and part-performance does not lead to unreasonable burdens for the client or to burdens we cannot compensate the client for.
- e) If the client has the right to require fulfilment or supplementary performance, or the right to withdraw from the delivery and/or claim compensation or expenses as a result of a breach of contract by us, we can demand that he exercises his rights within a reasonable period. If the customer fails to do so, any claim for compensation instead of performance and/or withdrawal from the contract is effective only after the expiry of a newly set reasonable period to be determined by him.

#### **9.7 Transfer of Risk, Dispatch, Examination and Notice of Non-Conformity**

- a) Delivery take place from our designated delivery agents. Once the product is handed over to the customer the risk of accidental destruction or deterioration of the product is also transferred.
- b) If by request of the Client the product is sent to another place, the method of dispatch may be determined by us, if the Client has stated nothing to the contrary. Transport risk will be barred by the company. The risk is transferred by delivery to the forwarding agent, the carrier or other person or institution chosen to execute the dispatch.
- c) If the handing over or dispatch is delayed for reasons which we do not have to account for, the risk is transferred to the customer from the day notice is given of readiness for the handing over or dispatch.
- d) The product is to be examined by the customer immediately on receipt. The same applies if delivery is not made to him but to a third party named by him. Defects, shortfalls, wrongful deliveries or other objections are to be indicated immediately after knowledge of these has been acquired. Initially, notice is to be given

by telephone or email, so that we can inspect the product and secure any evidence. Obvious defects and deviations are to be indicated to us within 72 hours of receipt of the product. Further obligations towards us for the duty to indicate to the carrier at the time of delivery any obvious damage in transit and shortfalls remain unaffected.

- e) If the object delivered by us is faulty and the client demands supplementary delivery, we have the option whether to remove the defect (rectification of defect) or to deliver a product without defects (delivery of replacement). We will inform the client immediately of our decision. If we choose to rectify the defect, the faulty product will be sent to us for analysis. If the objection is found to be justified, we will pay the cheapest dispatch costs from and to the original domestic delivery address of the customer. If we deliver a replacement, at our discretion and expense, we can require the customer either to dispose of or utilise the defective product and transfer the proceeds of such utilisation less his own expenses, as long as the customer trades in such or similar products or the utilisation or disposal is reasonable for other reasons.
- f) Claims for defects shall not arise in relation to minor deviations from the agreed characteristics of the product or minor interference with its usability.
- g) Our warranty and liability will terminate: – if our product is altered, including by the installation of parts of foreign origin, unless the defect or damage is not causally linked with the alteration; – if our instructions are not followed for dispatch, packaging, installation, treatment, use or servicing; – or if faulty installation or commissioning or changes or repair works have taken place by the customer or third parties.
- h) Natural wear and tear is excluded from our warranty. In addition, we are not liable for changes to the condition or the operating method of our products due to improper use, a wrongful combination with other objects, faulty storage, use with unsuitable material and climatic or other effects which have not been set out in the contract. The warranty does not apply to defects which are based on construction errors or the use of unsuitable materials where, despite our advice, the customer has prescribed the use of such construction or material. We undertake no warranty for parts provided to us by the customer.
- i) Subject to the contractual and non-contractual claims for compensation set out in Clause 7, further or other rights relating to a defect which are not set out in Clause 5 are hereby excluded. In the case of minor defects, the appropriate claim for compensation by the customer is not for the purchase price paid, but for the damage which his legal estate has suffered by the fact that the object is not free of defects.
- j) If a notification of defects is shown to be unjustified, we are entitled to be compensated by the client for any expenditure caused by such notification.

## **9.8 Packaging and prep requirements**

Client has to follow the mentioned guidelines in packing. Textcutive reserves the right to return any items that are packed in a way that does not meet these requirements:

- a) All individual items must be contained within a single package, including multiple volume set book publications. Textcutive does not accept products requiring assembly of multiple separate pieces.
- b) Any Codes used by the client must correspond to one unique product, including assortments that should have a unique code per assortment type.
- c) All products must be labeled with one scannable code on the outside of each shippable unit of the product. Human readable numbers should be included on the label as well. The Label should be on the exterior of the product in an easily accessed and scannable location.
- d) Make sure there are no multiple scannable barcodes. If there are others, Textcutive may charge you for this defect under Label issue.
- e) For box labels and invoices, make sure you use A4 size paper, the right printer and ink quality to avoid rejections or delay while pickup.
- f) If you do not have a thermal printer that can print on A4 size papers, use a LaserJet printer and make sure the quality of ink keeps the barcode intact.
- g) We recommend sellers to use sticky sheets as well so the paper quality is of high standard. In situations where you do not have access to sticky paper, make sure the label is covered neatly with a transparent tape so the barcode is in good condition. Unauthorized marketing materials (for example: pamphlets, price tags, or other non-Chalo Online stickers) are prohibited. Company will not accept pre-priced labels or products.



- h) The Packaging material can be customized as per the requirement of the client. The additional charges incurred like printing etc will be incurred by the client and the request has to be raised 10-12 business days before.
- i) **Safety:** You are required to use safety knives with covered blades in packing and distribution of Chalo Online deliveries to prevent sharp objects such as blades being accidentally left in cartons and products that are liable to cause injury to Chalo Online Associates or customers.
- j) **Sharp/Hazardous or Damage Prone Items:** Texcutive reserves the right to specify products needing additional protective packaging in order to preserve the integrity of the product throughout the fulfilment process. Products sensitive to dust, dirt or humidity must be protected by transparent poly bags. Any product having the following attributes delivered to the Delivery Associates with inadequate or non-compliant packaging will be refused or repackaged by Agents at the seller's expense and may be subject to non-compliance fees.

Client has to visit [www.chaloonline](http://www.chaloonline) for the information related to packing instructions of different items.

### **ARTICLE 10- PLACE OF SUPPLY AND GST CLASSIFICATION**

As envisaged under GST legislation, the locations where the place of supply of product and services is dependent on the location of the registered person, address provided by the Super Stockist for the purpose of billing would be treated as address on records. It is the responsibility of the Super Stockist to provide the correct Bill and respective GSTIN, wherever applicable at the time of issuance of Order. In case of any tax or related demand due to failure of the Super Stockist to provide the correct address, the same will be borne by the Super Stockist. Super Stockist may use the HSN/ SAC provided by Texcutive or adopt a different HSN/ SAC as per their interpretation; in either case, Texcutive should not be held responsible for any liability that arises on account of disputed related to HSN/ SAC classification.

### **ARTICLE 11- SALES DISCOUNT/CREDIT NOTE**

Client will announce different schemes/programs/rebates etc. time to time at / before the sale of the product/services. Appropriate Credit or notes will be issued under the GST law. Any Discount, Credit Note, schemes etc issued via application will be Client's Responsibility and Company will not be liable to fulfill any. However, any schemes/programs/rebates etc provided by the company to the Client will be passed through Distributer only.

### **ARTICLE 12- COMPLIANCES**

All prescribed or may be prescribed tax compliances return filings as in the relevant laws as may be prevailing will be Client's responsibility. Texcutive will not be responsible for any errors or omissions which are not rectified or complied or reconciled within the time prescribed in the prevailing laws and rules framed there under. In case the Client wishes to edit or reject the data in the invoice as uploaded Texcutive in any prescribed form, a written confirmation is required from Company by the Client to avoid tax dispute.

### **ARTICLE 13 REFUNDS**

1. The following are the instance of refund processed for Clients:
  - 1) Enrolment Refundable plan(11000/-)
    - a) Full amount refund after twelve (12) months of enrolment
    - b) Partial refund within twelve (12) months
    - c) After successful completion of second (2)year 9000/- additional amount will be refunded per year basis.
  - 2) Eligible for refund of Delivery Charges as per Annexure 9.
  - 3) Customer Refunds in case of return of the items
2. The Refunds of the eligible amount will be done by the company via distribution
3. Both refunds and data transfer needs atleast 30 days of prior notice
4. Refund will be company's responsibility only all channel distribution partners will not be liable

for the refund

5. Refund will be processed within thirty (30) business days from the date of cancellation requested
6. For customers refund the refund will be processed through Texcutive account only. The Client needs to refund the amount in Texcutive bank account within 48 hours and once reflected in the account the amount will be refunded to the customer in next 72 working hours.
7. The discrepancy related to the amount by Client or customer has to be raised within 24 hours of the confirmation sent by Texcutive of the payment.
8. Any refund will be processed via normal transfer like NEFT or RTGS any immediate request of transfer like IMPS will be chargeable and has to be paid by the party requested.
9. Company will send the refund amount and calculation within forty eight (48) hours of cancellation request acceptance in order to handle objections.

#### **ARTICLE 14. PAYMENT GATEWAY**

1. The payments made by the customers via online payment methods will use associated Payment gateway of the company
2. The Payment will be transferred to the Client's account within 24 hours of the payment via Company's corporate account.
3. The Client will get around One Lakh SixtySix thousand (1,66,000/-) amount of free transaction each month i.e nearly upto 20 Lakh (per annum) of transaction free of cost.
4. After free consumption standard 2.1% of the transaction cost will be charged.
5. The transaction cost will be debited from the amount before transaction will be done
6. The Client can raise any concerns related to transactions on [finance.corporate@texcutive.com](mailto:finance.corporate@texcutive.com).
7. Any Chargeback made by the customer or fraudulent or suspicious activity on the payment gateway will lead to termination of payment gateway facility for the Client.

#### **ARTICLE 15 - FORCE MAJEURE**

Texcutive shall not be responsible for delays in deliveries or failure to perform due to events of force majeure, including, but not limited to, fire, flood, tornado, earthquake, war, riot, insurrection, strike, lockout, slowdown, epidemic, quarantine restriction, delay in transportation, labor shortage or strikes, materials or manufacturing facility shortage, accidents, boycott, embargo or any act or regulation of government or governmental authority and other contingencies beyond Texcutive's control resulting in impossibility or delay of performance of Texcutive.

#### **ARTICLE 16- GOVERNING LAW AND DISPUTE RESOLUTION**

These T&C (and any agreement into which they are incorporated) shall be construed, interpreted and enforced under and in accordance with the laws of India, excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction. Super Stockist agrees to exercise any right or remedy in connection with these T&C exclusively in and hereby submits to the jurisdiction of India. The courts situated in Indore will have exclusive jurisdiction and venue over any dispute or controversy that arises out of these T&C. Any dispute arising out of or in connection with this Agreement and the matters contemplated therein shall be settled amicably between the Parties.

#### **ARTICLE 17- NOTICES**

All notices, requests, demands, and other communications that either party may desire to give the other party must be in writing and may be given by

- (i) mailing the same by registered or certified mail, return receipt requested, or via nationally recognized courier services to the party at the address of such party as set forth herein, at the official corporate address of such party, or such other address as the parties may hereinafter designate, or
- (ii) facsimile subsequently to be confirmed in writing pursuant to item (i) above. Notices to Texcutive shall be sent to: Office-101, first Floor, Omgurudev Plaza, Bhamori, Indore, Madhya Pradesh-



452011. Notice to Super Stockist shall be address as per the above procedure to the address as stated in Super Stockist's registration form.

#### **ARTICLE 18- SOLICITOR COSTS**

Any legal controversy or legal claim arising out of or relating to this Agreement or our services, which results in litigation, shall result in each party being solely responsible for its respective attorneys' fees and costs throughout the entire process of any and all proceedings.

#### **ARTICLE 19- ENTIRE AGREEMENT / CONFIDENTIALITY / AMENDMENT**

These T&C are intended to be the sole and complete statement of the obligations and rights of the parties as to all matters covered hereunder, and supersede all previous understandings, agreements, negotiations and proposals relating thereto. In furtherance of the business relationship between Texcutive and Super Stockiest, it may be necessary or desirable for either party to disclose to the other certain non-public business and/or technical information that is either marked "Confidential" or by its nature should reasonably be considered confidential (the "Confidential Information"). Each party will protect Confidential Information from unauthorized disclosure or access by using the same degree of care it takes to protect its own confidential information which in no event shall be less than reasonable care. Each party's Confidential Information may be disclosed by the other party to those employees, affiliates or agents of such other party who have a need to know and an obligation to comply with the confidentiality terms herein. I/we have read and fully understood the above terms and conditions and we agree for the same and also undertake to comply vide the Signature affixed below.