



# Terms of Service

## Non-Disclosure Agreement

### CONFIDENTIAL INFORMATION AND MATERIALS

"Confidential Information" shall mean any nonpublic information that the client specifically marks and designates, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential or which the Globesecure Technologies Ltd creates or produces in the course of performing services for the client.

"Confidential Information" includes, but is not limited to, product schematics or drawings, descriptive material, specifications, software (source code or object code), sales and customer information, the Client's business policies or practices, information received from others that the Client is obligated to treat as confidential and other materials and information of a confidential nature.

"Confidential Information" shall not include any materials or information which the Globesecure Technologies Ltd shows at the time of disclosure generally known by or available to the public or became so known or available thereafter through no fault of the Globesecure Technologies Ltd

"Confidential Materials" shall mean all tangible materials containing confidential information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable.

## RESTRICTIONS

Globesecure Technologies Ltd shall not disclose any Confidential Information to third parties without the prior written authorization of the Client. Notwithstanding the foregoing, Globesecure Technologies Ltd shall not at any time disclose to any third party any Confidential Information comprising a trade secret of the Client or any Confidential Information of any other party to whom the Client owes an obligation. However, Globesecure Technologies Ltd may disclose Confidential Information in accordance with judicial or other governmental orders, provided Globesecure Technologies Ltd shall give the Client reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

Globesecure Technologies Ltd shall not use any Confidential Information or Confidential Materials of the Client for any purposes except those expressly contemplated hereby or as authorized by the Client.

Globesecure Technologies Ltd shall take reasonable security precautions, which shall in any event be as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Globesecure Technologies Ltd may disclose Confidential Information or Confidential Materials only to Globesecure Technologies Ltd 's employees or consultants on a need-to-know basis. Globesecure Technologies Ltd shall instruct all employees given access to the information to maintain confidentiality and to refrain from making unauthorized copies. Globesecure Technologies Ltd shall maintain appropriate written agreements with its employees, consultants, parent, subsidiaries, affiliates or related parties, who receive, or have access to, Confidential Information sufficient to enable it to comply with the terms of this Agreement.

Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of Globesecure Technologies Ltd 's business relationship with the Client, and only as otherwise provided hereunder.

Globesecure Technologies Ltd agrees to segregate all such Confidential Materials from the confidential materials of others to prevent commingling.

## RIGHTS AND REMEDIES

Globesecure Technologies Ltd shall notify the Client immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Agreement by Globesecure Technologies Ltd , and will cooperate with the Client in every reasonable way to help the Client regain possession of the Confidential Information and/or Confidential Materials and prevent further unauthorized use or disclosure.

Globesecure Technologies Ltd shall return all originals, copies, reproductions and summaries of Confidential Information and/or Confidential Materials then in Globesecure Technologies Ltd ' possession or control at the Client's request or, at the Client's option, certify destruction of the same.

Globesecure Technologies Ltd acknowledges that monetary damages may not be a sufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information and that the Client shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

The Client may visit Globesecure Technologies Ltd ' premises, with reasonable prior notice and during normal business hours, to review Globesecure Technologies Ltd ' compliance with the terms of this Agreement.

## MISCELLANEOUS

All Confidential Information and Confidential Materials are and shall remain the sole and exclusive property of the Client. By disclosing information to Globesecure Technologies

Ltd , the Client does not grant any express or implied right to Globesecure Technologies Ltd to or under the Client patents, copyrights, trademarks, or trade secret information.

All Confidential Information and Materials are provided "AS IS" and the Client makes no warranty regarding the accuracy or reliability of such information or materials. The Client does not warrant that it will release any product concerning which information has been disclosed as a part of the Confidential Information or Confidential Materials. The Client will not be liable for any expenses or losses incurred or any action undertaken by the Globesecure Technologies Ltd as a result of the receipt of Confidential Information or Confidential Materials. The entire risk arising out of the use of the Confidential Information and Confidential Materials remains with the Globesecure Technologies Ltd .

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Client, its agents, or employees but only by an instrument in writing signed by an authorized officer of the Client. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement.

If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

This Agreement shall be construed and governed by the laws of India, and both parties further consent to jurisdiction by the courts sitting in the State of West Bengal.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and

effect. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by law.

All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

## OWNERSHIP

The client shall retain ownership of all data, software applications, tools and other Intellectual Property, etc. supplied for development. The client warrants that it either owns or has a valid license to use or have used its materials provided to Globesecure Technologies Ltd for use in performing services for the client and grants a license to use such materials. Globesecure Technologies Ltd agree to restrict the use of materials to employees and contractors performing services for the client and to return all materials upon request or completion of the assignment.

Globesecure Technologies Ltd agree that its employees and contractors working on the client's assignments shall have no claim of ownership of such Work Product developed for the client.

## WARRANTY SUPPORT

Globesecure Technologies Ltd will provide warranty support for a period of 6 months from date of acceptance for the application.

Warranty is limited to fixing defects found during this period. The scope of warranty will not cover any enhancements, requests for modifications etc.

Globesecure Technologies Ltd warranty service obligations provided herein shall not apply to any claimed nonconformity caused by (a) the malfunction or improper use of

any hardware or software not provided by Globesecure Technologies Ltd , (b) Customer's negligence, fault or improper use of a Deliverable, or (c) modifications to or changes in a Deliverable not made by Globesecure Technologies Ltd .

## LIMITATION ON LIABILITY

Each party's liability, whether in contract, tort, or otherwise, arising out of or in connection with this Agreement shall not exceed the lesser of a) actual damages or loss assessed by the arbitrator or any other dispute resolution mechanism adopted by the parties under this Agreement or b) the total amount paid to Globesecure Technologies Ltd by Customer for Services during the preceding twelve (12) months.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES BY ANYONE, NOR SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, TORT OR OTHER DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR OF ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## TERMINATION

Either party has the right to terminate this Agreement if the other breaches or is in default of any obligation hereunder which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) calendar days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize).

## NON-SOLICITATION

Except as otherwise expressly agreed to by Globesecure Technologies Ltd in writing, Customer agrees not to directly or indirectly or through third parties solicit or hire for employment any of Globesecure Technologies Ltd ' employees during the term of this Agreement and for a period of two (2) years following its termination

## GOVERNING LAW

This contract and any dispute arising hereunder shall be governed by the laws of India without regard to principles on conflicts of laws.

## FORCE MAJEURE

Neither party undertakes any responsibility if it is prevented from performing its obligation due to sickness, accident, death of its employees or Consultants or any other cause beyond the control of the parties.