

# Bangalore Secretary Services India

## Terms of Service

This term of service ("Terms of Service") governs the provision of services by Bangalore Secretary Services. ("Bangalore Secretary Services ") to its clients ("Client"). The Terms of Service is effective as of the execution of the first work order between Bangalore Secretary Services and the Client ("Effective Date").

### 1. Scope of Service

Bangalore Secretary Services agrees to provide services ("Services") to Client as described in the Work Order(s). The Work Order(s) will define the specific Services to be performed by Bangalore Secretary Services, the schedule or term, the applicable rates and charges there for, and other appropriate terms and conditions. All items prepared or required to be delivered under the Work Order(s) are collectively referred to herein as the "Deliverables".

### 2. Term & Termination

This Terms of Service is valid from the Effective Date for a twenty four (24) month period. Either party may Terminate this Terms of Service or any Work Orders governed by it, for cause, in the event the other party has Failed to perform any obligation required to be performed under this Terms of Service and such failure is not Corrected within thirty (30) days from receipt of written notice advising of such failure from the other party. Upon termination each party shall return to the other all applicable Confidential Information.

### 3. Renewal

This Terms of Service can be renewed for consecutive twelve (12) month periods at the end of the then Current term upon mutual consent by both the parties.

### 4. Intellectual Property

Bangalore Secretary Services acknowledges that the work or Deliverable is being created as a "work made for hire" and, at all stages of development, the work or deliverables shall be and remain the sole and exclusive property of the Client. Bangalore Secretary Services agrees to transfer and assign, to the Client and its designees, without further compensation, the entire right, title and interest throughout the world in and to: (a) all technical information first produced by Bangalore Secretary Services in the performance of this Terms of Service; (b) all intellectual property resulting from Bangalore Secretary Services' activities under this Terms of Service; (c) all intellectual property relating to any deliverables under this Terms of Service; and (d) creations and inventions that are otherwise made through the use of Client's affiliates' equipment, supplies, facilities, materials and/or proprietary information.

### 5. Payment

The payment terms as described in the relevant Work Order(s) will be adhered to and if payments are not Made by the Client per the schedule, despite sufficient notice from Bangalore Secretary Services, then Bangalore Secretary Services retains the right to withhold any further Deliverables. Bangalore Secretary Services will also withhold the release of any IP created during the Deliverable process.

### 6. Limitation of Liability

In no event shall either party be liable for any indirect, incidental, special or consequential damages, including Without limitation damages for loss of profits, data or use, errors or omissions, incurred by either party or any Third party, whether in an action in contract or tort, even if the other party has been advised of the possibility Of such damages. Bangalore Secretary Service's aggregate and cumulative liability for damages hereunder shall in no event Exceed the amount of fees paid by the Client under the relevant Work Order giving rise to the liability.

### 7. Confidentiality & Nondisclosure

"Confidential Information" means information related to the business (including third party information), Which (i) is subject to privacy rules and regulations and/or derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from the disclosure or use of the information, (ii) is the subject of efforts by the Disclosing Party that are reasonable under the circumstances to maintain the secrecy of the information, and (iii) is identified by the Disclosing Party as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as confidential and/or proprietary under this Terms of Service. "Employees" as used herein shall consist of individuals who are employed by a party at any time this Terms of Service is breached or enforcement of this Terms of Service is sought, regardless of the date of hire. Neither Client nor Bangalore Secretary Services shall disclose to a third party Confidential Information of the other party. The party receiving Confidential Information ("Receiving Party") shall use the same degree of care and caution as it uses to protect the confidentiality of its own confidential information of like nature, but not less than a reasonable degree of care, to maintain in confidence the Confidential Information of the party providing the Confidential Information (the "Disclosing Party"), and to ensure that Receiving Party's "Employees" (as defined herein) maintain confidence of the Confidential Information. The foregoing obligations shall not apply to any Information that is required to be disclosed by law.

**8. Non-Solicitation**

For a two (2) year period from the date of completion of Client's last Work Order with Bangalore Secretary Services, each party agrees that it will not (through itself, affiliates, principals, or other related parties) solicit for employment, employ, consult with, utilize the services of, or in any other manner induce any employees of the other party to perform services for such party or any person or entity related thereto. For the purposes of this Terms of Service, the term "employees of a party" shall mean persons employed by a party at any time between the period from the commencement of this Terms of Service through the two (2) year period following the Completion of the last Work Order.

**9. Independent Contractor**

Bangalore Secretary Services is and will remain as an independent contractor in its relationship with Client. Nothing in this Term of Service shall be deemed to have created a partnership, or joint venture or a contract of employment between Bangalore Secretary Services and Client.

**10. Further Documentation**

If any other agreements or Work Order(s) are necessary to enforce the intent of this document, both parties Agree to execute such provisions as and when the need arises.

**11. Force Majeure**

Bangalore Secretary Services shall have no liability for any failure beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, severe weather, etc.

**12. Severability**

If any of these terms and conditions are held to be unenforceable or against public policy, by a competent Court or arbitration, then that term alone shall be removed from this document and the remainder of the Terms of Service shall stay in full force and effect.

**13. Dispute Resolution**

Any disputes arising out of or in connection with the Terms of Service shall be first settled through discussion Between the heads of the respective organizations. If a settlement is not arrived at, the dispute shall be Referred to arbitration and settled under the Rules of Arbitration of the International Chamber of Commerce By one arbitrator, mutually appointed by the parties in accordance with the said rules. The place of arbitration Shall be Bangalore, India. The language to be used in the arbitral proceedings shall be English.

**14. Acknowledgment**

This Terms of Service together with the Work Order(s) and further documents as necessary, set forth the Entire agreement and understanding between the parties relating to the subject matter and supersedes all Prior discussions, oral or in writing, between the parties.

The parties have fully read and agree to the terms and conditions of this Terms of Service.

**Bangalore Secretary Services.**

**Client**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_