

CUSTOMER AGREEMENT

This Agreement (“Agreement”) constitutes a legal and binding agreement between the Customer (“Customer/You”) and Invenzo Labs India Private Limited (“Company”).

This Agreement shall govern the terms and conditions of the relationship between the Company and the Customer. This Agreement is an electronic record in accordance with the Information Technology Act, 2000. It is generated by a computer system and does not require any physical or digital signatures. If You are an entity, kindly ensure that the person who is an authorized representative enters into this Agreement.

By clicking on the I agree (or similar button) that is presented to You at the time of your order, or by your acceptance and signature on this agreement or by using or accessing the Company’s Products, you indicate your assent to be bound by this Agreement.

You and the Company shall hereinafter be collectively referred to as “Parties” and individually as a “Party”.

1. SCOPE OF THE AGREEMENT

1.1 The Company grants You a limited, non-exclusive, non-transferable and revocable license to use any/all of its products, namely (i) izoleap; (ii) izowhiz; and (iii) izosquare (collectively referred to as “Products”) available on www.invenzolabs.com (“Website”) which is an online portal owned by the Company, based on the terms and conditions of this Agreement. Apart from the terms and conditions of this Agreement, you acknowledge and agree that You shall be bound by the terms of use, privacy policy, returns and refunds policy or any other policies of the Company available on the Website (“Website Policies”). The Company has the right to amend/modify the Website Policies from time to time and it shall be Your responsibility to keep yourself updated regarding any such amendments.

1.2 All Your actions shall be in accordance with the terms of this Agreement and the Website Policies. In addition to this, any failure or default by You to adhere to the terms of the Website Policies will be construed as a breach of this Agreement and result in termination.

1.3 You understand that the Company may require certain documents and information to ascertain your eligibility to buy the Company’s Products on the Website or in person. You represent and warrant that such documents and information shall be provided without any protest and the same shall be accurate, current and complete. The Company shall have the right to delete Your account and take any other legal action as described under this Agreement, in the event that the Customer provides or makes any

misrepresentation. Further, you shall not have any objection for the Company to conduct any due diligences, back ground checks etc. with respect to your business, as maybe necessary for the Company for the purposes of this Agreement.

2. YOUR OBLIGATIONS AND RESPONSIBILITIES

During the term of this Agreement, you shall perform the following obligations:

- 2.1 Acknowledge that time is of essence and You shall avail the licenses of the Products available on the Website, within the timelines that are specified. In the event that, there is any default from Your end, the Company shall be entitled to retain its subscription/service fee for the services rendered by the Company to facilitate the cancelled services.
- 2.2 You shall ensure that Your account on the Website is secured. The Company shall not be responsible for protecting the password.
- 2.3 You shall be responsible for the subscription payment charges with respect to the Products availed.
- 2.4 You shall fully co-operate with the Company, its affiliates, employees, representatives engaged by the Company, with respect to this Agreement.
- 2.5 You shall not indulge in any activity or participate in any transaction which is likely to jeopardize, restrict or diminish the marketability, feasibility or completion of the sale/transaction.
- 2.6 You shall keep strictly confidential all proprietary information exchanged between You and the Company in the course of availing the licenses of the Products.
- 2.7 You shall not make any representations to any person/entity on behalf of the Company.
- 2.8 You shall provide regular feedback/updates to the Company on the product usage and other aspects, if requested by the Company.

3. PAYMENT TERMS

- 3.1 You agree that, the payment made by You for the subscription services availed of the Company's Product/s shall be through a secured payment gateway provided on the Website or through bank transfer instructions provided by the company. The subscription payment will be based on the product and category that you choose either on the website or as per the subscription pricing details provided by company representative. The payment gateway provider shall serve as an intermediary by creating a link between You and the respective banks for enabling the buyer to make payments on the Website.
- 3.2 The Company shall not be held responsible for the operation of the payment gateway. You acknowledge that any payment made by you may be deferred due to any change in Your account details.

4. REPRESENTATION AND WARRANTIES

- 4.1 The Parties, individually, represent and warrant that (i) they have the capacity to enter into this Agreement; and (ii) the execution and delivery of this Agreement and the promises, agreements or undertakings of the Parties under this Agreement do not violate any law, rule, regulation or order applicable to it and that there is neither any contract, agreement nor any understanding with anyone, restricting or preventing the Parties from entering into this Agreement or performing its obligations as set forth in this Agreement.
- 4.2 The Parties shall at all times and at their own expense (a) strictly comply with all corporate governance, applicable laws, rules, regulations, and governmental orders and applicable codes of practice relating to its/their performance of this Agreement, (b) maintain in full force and effect all licenses, permits, authorization, registration and qualifications necessary under this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 You acknowledge that any and all copyright, designs, trademarks and other intellectual property rights subsisting in the Website, products of the company and all other information provided by the Company, vests with the Company and shall remain the property of the Company. You shall not copy or reverse engineer the intellectual property rights of the Company in any manner whatsoever.

6. INDEMNITIES

6.1 You shall indemnify and keep fully indemnified the Company and its executives or directors and/or holding company or affiliates, employees, representatives, agents, nominees, etc (collectively, the “Indemnified Parties”) from and against all monetary losses, actions, suits, proceedings, loss of reputation, claims, demands, costs, expenses and liabilities, which may arise or occur or be taken or sought against the Indemnified Parties in connection with the breach made by You of any of the obligations, representations and warranties, terms and conditions set forth in this Agreement or the Website Policies and any infringement of the intellectual property rights of the Company or any third party.

7. PROPRIETARY AND CONFIDENTIAL INFORMATION

7.1 The Parties recognize that each of them may be given and has access to confidential and proprietary information of the other Party. The Parties undertake not to use any such confidential information, other than for purposes related to this Agreement and/or protecting their respective interests under this Agreement, without the prior written consent of the other Party and shall use their best efforts to keep confidential and not disclose to any third party save and except on a ‘need-to-know’ basis any confidential information of the other Party. The provisions of this clause shall not apply to confidential information which-

7.1.1 is or becomes part of the public domain without breach of this Agreement by a Party;

7.1.2 is lawfully in the possession of a Party and subject to an existing agreement between the Parties;

7.1.3 is received from a third party who lawfully acquired such information without restriction, and without a breach of this Agreement by a Party;

7.1.4 is independently developed by a Party; or

7.1.5 Is disclosed by a Party in order to comply with binding judicial orders or orders by governmental entities; provided that the Party gives the other Party reasonable written notice to allow the Party to seek a protective order or other appropriate remedy.

7.2 The provisions of this Clause shall survive the termination of this Agreement.

8. RELATIONSHIP OF THE PARTIES

8.1 This Agreement has been executed on a principal to principal basis. The relationship between the You and the Company does not constitute a partnership, joint venture, agency or contract of employment. You will not represent that it has any power, right

or authority to bind, assume or create any obligations, expressed or implied, on behalf of the Company.

9. TERM AND TERMINATION

9.1 This Agreement shall commence on the Effective Date and be valid until terminated in accordance with the terms provided herein below.

9.2 This Agreement may be terminated in any manner provided for below:

9.2.1 By either Party, by providing a written notice of 30 (thirty) days to the other Party;

9.2.2 By either Party, immediately, if the other shall seek protection under any bankruptcy, receivership, creditors arrangement or if any insolvency proceeding is instituted against the other;

9.2.3 By the Company, immediately in the event of a breach by You of any of its obligations, representations or warranties under this Agreement or the Website Policies. In the event of termination due to breach by You, the Company shall not be liable to make any payments to You other than the payments already made.

9.3 On termination, the Parties shall immediately return all confidential information to the authorized representative of the other Party. Final settlement in this case will be done after all formalities of termination are completed and final settlement amount is arrived at after all deductions are accounted for.

10. FORCE MAJEURE

10.1 Neither Party will be under any liability to the other in any way whatsoever for destruction, damage, delay or any other matters of that nature whatsoever arising out of war, rebellion, civil commotion, strikes, lock-outs and industrial disputes, fire, explosion, earthquake, acts of God, flood, drought, or bad weather or the requisitioning or other act or order by any Government department, council or other constituted body.

11. NOTICES

11.1 Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation will (unless otherwise provided) be in writing and will be delivered in person, sent by facsimile or registered mail (properly posted and fully prepaid in an envelope properly addressed) or sent by facsimile or by e-mail to the addresses of the Parties as communicated.

12. DISPUTE RESOLUTION

12.1 In case of any dispute between the Parties in connection with this Agreement or the interpretation of any of the terms and/or conditions contained in this Agreement, the dispute shall be referred to arbitration by a sole arbitrator mutually appointed by the Parties. Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory amendment or re-enactment thereof for the time being in force.

12.2 The venue for arbitration shall be Bangalore.

13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement shall be governed by and construed and enforced in accordance with the laws of India and the Courts in Bangalore shall have jurisdiction to entertain any and/or all proceedings under this Agreement.

14. GENERAL PROVISIONS

14.1 Entire Agreement & Precedence: This Agreement shall constitute the entire agreement between the Parties relative to the subject matter hereof, and supersedes all proposals, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

14.2 Amendments or Alterations: This Agreement may be modified, amended or rescinded only by a written agreement executed by both Parties.

14.3 Severability: The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision.

14.4 Binding Nature: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

14.5 Assignment: Parties shall not assign nor otherwise transfer or sell any of its rights under this Agreement without prior written consent of the other Party.

14.6 Waiver: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

By clicking on the 'I Agree' button or by signature below, you agree to be bound by this Agreement.

[I AGREE]

Authorized Signatory Name

Title:

Name of the Business: