

EXHIBIT C

BOSCOV'S PRIVACY AND DATA SECURITY AGREEMENT

(a) Vendor (i) has adopted and will maintain policies and procedures designed to protect the privacy and security of Non-Public Personal Information (as defined below) in compliance with applicable law, including without limitation, any applicable law, rule, or regulation of the Federal Trade Commission, the Payment Card Industry Data Security Standard, state regulatory authorities and industry standards (collectively, "Legal Requirements"); (ii) will cooperate fully with Boscov's, and follow and comply with all reasonable instructions and directions by Boscov's to ensure compliance with the Legal Requirements; and (iii) will not sell, transfer, rent or disclose to any affiliated or non affiliated third party ("Third Party") or use, except for the limited purposes expressly set forth in the Agreement, or except as expressly agreed by Boscov's, any of the Non-Public Personal Information or any other data provided by Boscov's. Where Boscov's grants permission for release of data to a Third Party, Vendor will obtain written assurances from the Third Party that such Third Party will provide the option, in any communications generated by, or on behalf of, the Third Party, for the customer of Boscov's to elect not to receive any further communications from such Third Party. For purposes of this Agreement, "Non-Public Personal Information" shall mean any and all customer information collected and obtained from Boscov's, including, but not limited to name; e-mail, mailing or other address; account number, postal code; telephone number; gender or other demographic characteristics; year or date of birth; social security or other tax identification number; educational background; occupation or other socio-economic or financial information; credit situation; pattern of use; nature, subject matter, date or amount paid in any customer transaction(s); number or identification of viewed/downloaded web site(s); preferences, profile, personal interests or habits; and any other identifying information, regardless of its accuracy or completeness.

(b) If Vendor (i) receives a complaint alleging a violation of privacy rights or other customer notice with respect to misuse or mishandling of Non-Public Personal Information shared between the parties, Vendor shall promptly notify Boscov's of the nature of the complaint. Boscov's may, in its sole discretion, control or participate in the response to the complaint or the defense of any action arising out of the complaint. If Vendor becomes aware directly or from a Third Party of a breach of Non-Public Personal Information, Vendor shall promptly notify Boscov's of the breach and provide reasonable information regarding the nature of the breach, the data that may have been compromised, and the actions taken to respond to and remediate the effects of the breach.. Vendor shall fully indemnify and hold Boscov's harmless for, from and against any and all liability, claims, demands, losses, costs, expenses, including reasonable attorney's fees, or judgments arising out of any such complaint or incident of breach including any costs, expenses and reasonable attorney's fees associated with a decision by Boscov's to take control of the defense of any such claim, suit or proceeding.

(c) Vendor shall carry the following insurance with an insurance company or companies rated "A" or higher by A.M. Best Company:

(i) General liability coverage of not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury, \$2,000,000 general aggregate; \$2,000,000 products and completed operations aggregate;

(ii) Worker's Compensation coverage as required by statute;

(iii) Employer's liability insurance with minimum limits not less than \$1,000,000 for bodily injury each accident, \$1,000,000 bodily injury by disease – each employee, and \$1,000,000 bodily injury by disease – policy limit.

(iv) Data security and privacy coverage insuring against liability for the wrongful release, theft, duplication or misappropriation of Non-Public Personal Information at a limit not less than \$10,000,000 with Boscov's Department Store, LLC named as an additional insured. This shall include, among other available data security and privacy coverage, coverage for costs associated with a disclosure of Non-Public Personal Information to unauthorized persons including the cost of investigation, notification and credit monitoring or similar services designed to minimize identity theft for affected persons.”

Boscov's Inc. and Boscov's Department Store, LLC shall be listed on the general liability policy as additional insured. Vendor shall furnish promptly to Boscov's an insurance carrier certificate evidencing such above-required insurance policies, listing Boscov's Inc. and Boscov's Department Store, LLC as Certificate Holder and providing a minimum of sixty (60) days written notice (or maximum allowed by statute) prior to cancellation or non-renewal. All liability policies shall be written on an “occurrence” basis. Said certificate must set forth the amount of coverage, policy, number and date of expiration.

(d) Vendor agrees that it, as well as any Third Party recipient, will dispose of all Non-Public Personal Information in compliance with the Legal Requirements and will provide documentation of such destruction as Boscov's may request.

(e) Vendor understands and agrees that Boscov's may suffer irreparable harm in the event of a breach of any obligations in this Agreement and that monetary damages may be inadequate to compensate Boscov's for such breach. Accordingly, Vendor agrees that, in the event of a breach or threatened breach of any of the provisions of this Agreement, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity and notwithstanding any dispute resolution provisions in the Agreement, Boscov's will be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or restrain any such breach.