

General Terms and Conditions
(as applicable to the Agreement with Consultants)

1. DEFINITIONS

Unless the context otherwise requires, capitalized terms in this Contract shall have the following meaning;

Confidential Information means all information in which a party has rights that is not generally known to the public and that under all the circumstances should reasonably be treated as confidential or proprietary, whether or not the material is specifically marked as confidential

Company shall mean **Lotus Hometextiles Limited** or "Lotus" having its Registered Office at Mansa Road, Dhaura, Punjab – 148 107

Contract shall have the meaning ascribed to it in Clause 2 below

Company and consultant are each individually referred to as a "Party" and collectively as the "Parties".

2. Applicability

These General terms and conditions (hereinafter referred to as "**CONS GTC**") shall apply to and be considered as an integral part of all agreements entered by the Company with any of its consultant ("**Agreement**").

3. LIABILITY/DAMAGES

The Company shall not be liable towards any act or obligation or default or omission of the consultant regarding observation of any act matter or conditions, which are herein contained. The Company shall be entitled to recover damages/losses as per law from the consultant with regard to the negligence, misdeeds or misconduct of the consultant, its agents, sub-contractors, employees and officials.

The sole responsibility of the performance of the contractor rests with the consultant and the consultants shall be liable for any work done by its subcontractors, agents, employees or officials. However the Company reserves the right to claim damages and enforce rights on the sub contractor solely or jointly with the consultant but such enforcement will not absolve the consultant from any liability.

4. INDEMNIFICATION

The consultant agree to indemnify the Company, its employees, officers, from and against all actions, suits, claims, damages, proceedings, investigations, liabilities or judgments (Collectively claims) and any and all losses, damages, costs, charges and expenses (Collectively losses and including all costs, expenses and fees connected with investigation, preparation, and defending of any claim) of whatever nature and whatever jurisdiction and which referred to this contract or role of the consultant in connection with this Contract. The consultant shall fully indemnify the Company against any losses, claim, damages or liability on account of its role under this contract. For the purpose of this clause consultant includes his agents, associates, employees, servants, sub-contractors. All Indemnities provided under the agreement in no case shall exceed the Contract value.

5. THIRD PARTY LIABILITY

It is agreed that the 'Company' shall not be liable for any claims, damages, suits, legal proceedings filed by the third party for the acts/omissions of the 'consultant, its agents, officials, servants, contracts' in respect of any matter related to or concerning the business of the 'Consultant'. The 'Company' or its Directors or officials shall not be held responsible and made party to any such suit, complaint or any legal proceedings related to or in respect of any of the matters of the third party in connection with this contract.

6. CONFIDENTIALITY

Consultant shall at all times maintain and keep secret and confidential any know how, figures, information, trade secrets, data or confidential documents in written/verbal form, obtained during the course of business relationship with Company which Consultant has or may acquire from time to time relating to business of Company, to any person(s)/authority/organization /statutory body without written permission of Company. The Consultant further agrees to take such steps and precautions as may be necessary to preserve and protect any Proprietary Information from publication, reproduction, communication or other unauthorized disclosure to the third parties. The terms of this clause shall survive termination of this Contract.

The obligations shall not apply to information which:

- a) Is or becomes publicly available other than through a breach of this Contract or is unlawfully appropriated;
- b) Is already in possession of other party without any breach of this Contract;
- c) Is obtained by the other party from a third party without any breach of Contract;
- d) Is obtained by the other party from a third party without any breach of this Contract;
- e) Is required to be produced before a judicial authority and only where Consultant is compelled to do so by such an authority, provided that the said authority (or individual representing such authority) has the authority, under by law in force, to compel such disclosure.

Notwithstanding the foregoing, before making any use or disclosure on any of the foregoing exceptions, Consultant shall intimate the Company as soon as practicable the applicable exception(s) and circumstances giving rise thereto.

7. RELATIONSHIP BETWEEN THE CONSULTANT AND THE COMPANY

Nothing in the Contract shall be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Company and the consultant. The consultant, in furnishing services to the Company hereunder, is acting independently on its own. Personnel engaged/employed by a party shall be deemed employees of that party and will not for any purpose be considered employees or agents of the other party. Except as may otherwise be provided in this Contract, each party shall be solely responsible for the supervision, daily direction, and control of its employees and payment of their salaries (including withholding of appropriate payroll taxes), workers' compensation, disability benefits, and the like.

8. SEVERABILITY

This Contract shall be governed by the laws of the Union of India. If any portion of this Contract is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portions of this Contract shall remain in effect.

9. FORCE MAEJURE

The Company shall be excused from liability for the failure or delay in performance of any obligation under this contract by reason of any event beyond Company's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic or other natural forces, war, civil unrest, accident, any strike or labor disturbance, or any other event similar to those enumerated above. As far as practicable, notice of Company's failure or delay in performance due to force majeure must be given to the Consultant and the Company may at its discretion suspend or terminate this Contract.

10. ASSIGNMENT

Neither this a contract, nor any right or obligation hereunder may be assigned, in whole, or in part, by the consultant without the prior permission of the Company, provided that, upon written notice to the Company and after seeking full consent of the Company, the consultant may assign this contract to any member or an affiliated firm of its.

This contract constitutes the entire agreement between the parties with regard to the subject matter and supersedes all Contracts and understandings between the Company and the consultants with regard to the subject matter hereof, made prior to the execution of this Contract. However, Consultant shall use associates for the execution of this assignment.

11. AMENDMENT

This contract shall not be amended, modified, altered or changed in any way except by writing executed by the Company and the consultant.

12. TERMINATION

This Contract shall be terminated by LOTUS without any prior notice and without any compensation under the following Circumstances:

- a) Consultant has become insolvent; or
- b) Consultant has been convicted of any crime which in Company's reasonable judgment is likely to adversely affect the goodwill of Company; or
- c) Any failure by the Consultant to comply with any of the provisions of the Contract; or
- d) Failure of Consultant to deliver as per agreed time schedule; or
- e) Consultant assigns the Contract to any third party without the consent in writing of the Company; or
- f) If any of the representations of the statements etc. made by the consultant in connection with this Contract are incorrect or are found to be incorrect.

The Company shall have also the right to terminate the Contract at any time for any reasons whatsoever. However, the obligations and payments under the Contract are to be made by either party, for any Services defined, before any such termination.

13. NOTICES

Any notices, demands and other communications required or permitted to be given pursuant to this contract shall be in writing, sent by certified mail, receipt requested or by, express overnight courier or by facsimile, to the address of the parties at its address set forth in the title.

14. CONFLICT OF INTEREST

The 'Consultant' shall also not employ or cause to be employed any personnel of the 'Company' or its associates without the prior written approval of 'Company'.

The Consultant shall also not offer/solicit employees of Company for jobs for any of its Clients. For the purpose of this clause consultant includes his agents, associates, employees, servants, sub-contractors.

15. PROPRIETARY AND RELATED RIGHTS

All the data and the information supplied by the Company to the consultant in connection with the service being provided by the consultant shall remain the property of the Company or its licensors. Deliverables shall be deemed to be works made for hire under Copyrights Act. The deliverables and the services of the consultants (including any related recommendation and advice) are intended solely for the information and use of the Company's management, officials, directors and employees and may not be disclosed to any other person without the consent of the Company except as required by law. If the deliverables or services are disclosed to an unauthorized third party the consultant agrees to indemnify the Company from and against the same.

16. WAIVER OF RIGHTS

No forbearance, delay or influence by Company in enforcing any of the provisions of this Contract shall prejudice or restrict the rights of Company nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for the Company is exclusive of any other right, power or remedy available to Company and each right, power or remedy shall be cumulative.

17. PREVENTION OF BRIBERY

The Consultant hereby undertakes that, at the date of the entering into force of the Agreement, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that it has taken reasonable measures to prevent sub-consultants, agents or any other third parties, from doing so. Failure to comply with this clause or any act of offering, soliciting or accepting advantage committed by the Consultant or by an employee, agent or sub-consultant of the Consultant shall, without affecting the its liability for such failure and act, result in this Agreement being invalidated.

18. Limitations

Notwithstanding anything contained under the Agreement (including the CONS GTC), the liability of the Company arising out of the Agreement shall always be subject to the Articles of Association ("AOA") of the Company including the limitations as contained in Article 169 of the AOA of the Company (available on the website of the Company at <https://lotushometextiles.com/docs/aoa.pdf>).

19. Governing Law

The Agreement shall be governed by the applicable laws of India. The Parties shall follow the dispute resolution mechanism as provided in Article 167 of the AOA of the Company.

20. DESIGNATED SINGLE POINT OF CONTACT (SPOC) AND AUTHORIZED SIGNATORY

The Company hereby designate Mr. Mohan Singh, Authorized Signatory (hereinafter referred to as 'the SPOC'/'the designated SPOC'/'the Authorized Signatory') who shall serve as a single point of contact and shall be responsible for proposing or accepting in writing any variation from the terms of the contract executed with the Consultant during its tenure.

The said SPOC is only authorized signatory on behalf of the Company for all communications with the Consultant and the Company does not have any obligation or binding for any communications on its behalf by any person other than the designated SPOC as aforesaid.

No payment, Invoice, debit notes, material, services, shall be considered accepted by the Company till the time same has been duly accepted in writing by the designated SPOC.

The Company is entitled to change the designated SPOC at any point of time and shall promptly give written notice of the change to the Consultant including the new contact details of the new designated SPOC immediately on happening of such change event.