**AGREEMENT**

This Agreement (hereinafter referred to as the “Agreement”) is entered into on this \_\_th day of \_\_\_ 2019 by & between:

**“Tea Cozi”**, a proprietorship having its office at A131, Vishal Enclave New Delhi 110027.

**AND**

\_\_\_\_\_\_\_\_\_\_, a company incorporated in India under provisions of the Companies Act, 1956 and/or Companies, Act 2013 having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as **“Vendor”** which expression shall unless repugnant to the context and meaning thereof mean and include its successors and permitted assigns) of the Other Part.

“Tea Cozi” and “Vendor” may individually be referred to as “**Party**” and collectively as “**Parties**”.

**WHEREAS:**

(a) Tea Cozi operates the website [•] and provides curated tea and household items.

(b) Vendor is engaged in the business of providing/supplying services, products and/or deliverables (“**Deliverables**”) (defined herein below) identified in **Annexure I**.

(c) Vendor has represented to Tea Cozi that Vendor has the requisite skills, experience and resources, including sufficient number of permanent employees for providing the Deliverables as contemplated herein and that it is engaged in providing same and/or similar products, deliverables and/or services to a large number of other reputed establishments and shall provide the Deliverables contemplated herein in an ethical and bona fide manner.

(d) Tea Cozi, relying on Vendor’s representations, has agreed to avail Deliverables from Vendor and Vendor has agreed to provide the Deliverables to Tea Cozi**,** upon the terms and conditions contained hereinafter on a non-exclusive basis.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY THE PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**DEFINITION & INTERPRETATION**

* 1. In this Agreement, the following definitions apply:

“**Act**” means the Companies Act, 1956 and/or Companies Act 2013 as amended from time to time and shall include any statutory replacement or re-enactment thereof;

“**Affiliate**” in relation to any Person shall mean: (i) in the case of a natural Person, the Relatives of such natural Person and/or a Body Corporate Controlled by such natural Person, and (ii) in case of a Person other than a natural Person, any Person, which, Controls, is Controlled by, or is under Common Control with such Person;

“**Applicable Policies**” shall mean all policies of Tea Cozi in place which are applicable to the Vendor, including the policies for providing refunds and replacements to Third Parties;

“**Body Corporate**” shall have the meaning ascribed to it under the Act;

“**Business Day**” means a day (other than a Saturday, Sunday or public holiday) when banks in Delhi are open for business;

"Confidential Information" shall mean all information that relates to the business, expertise, operations, technical data, or business operations including but not limited to any and all discoveries, ideas, concepts, documents, specifications, designs, software, marketing plans, equipment, data, methods, techniques, notes, customer information, financial information, projections, accounting or financial reports or data, business plans, analyses, forecasts, projections, processes and procedures, systems, computer programs, algorithms, software source documents, products, services, product or service development plans or product strategies, provider information, pricing, contract terms, intellectual property, trade secrets and know-how (whether or not such know-how can be patented or copyrighted) of Tea Cozi, all its Affiliates, healthcare providers, members, or any entity for which Tea Cozi or any of its Affiliates performs services, including data, in any form, disclosed to a Vendor and/or its employees/workers by or on behalf of the Tea Cozi, either directly or indirectly, or that is otherwise received or accessed by Vendor and/or its employees/workers or any information generated in connection with the performance of the Services. Confidential Information will not include information which (i) is previously known to the receiving party without an obligation of confidence, (ii) is independently developed by or for the receiving party without use of the Confidential Information of the disclosing party, (iii) is acquired by the receiving party on a non-confidential basis from a third party, which the receiving party does not know or have reason to know, in both cases after exercising reasonable diligence, is under a confidentiality obligation to the disclosing party with respect to such information, or (iv) which is or becomes publicly available through no breach of this Agreement.

“**Control**” means, with respect to any Person: (i) the ownership of more than 50% of the equity shares or other voting securities of such Person; or (ii) the possession of the power to direct the management and policies of such Person; or (iii) the power to appoint a majority of the directors, managers, partners or other individuals exercising similar authority with respect to such Person by virtue of ownership of voting securities or management or contract or in any other manner, whether directly or indirectly, including through one or more other Persons; and the term “**Common Control**” and “**Controlled by**” shall be construed accordingly;

“**Claim**” means a claim for Loss;

“**Data**” shall have the meaning ascribed to it in Clause 47 of this Agreement;

“**Deliverables**” means the Products and/or Services as specified in Annexure I and/or the PO, to be provided by Vendorto Tea Cozi in accordance with the terms of this Agreement and the Statement of Work;

“**Effective Date**” means the date specified in Clause 20 as effective date of this Agreement;

“**Force Majeure Event**” shall have the meaning ascribed to it in Clause 71 of this Agreement;

“**IT Act**” means the Income Tax Act, 1961, as amended from time to time;

“**Indemnified Party**” shall have the meaning ascribed to it in Clause 62 of this Agreement;

“**Indemnifying Party**” shall have the meaning ascribed to it in Clause 62 of this Agreement

“**Intellectual Property Rights**" shall mean all past, present and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents and industrial property rights; (v) other proprietary rights in intellectual property of every kind and nature; and (vi) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in subsections (i) through (v) of this sentence.

“**Law**” means all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any governmental authority or person acting under the authority of any governmental authority or of any statutory authority of competent jurisdiction, whether in effect at the time of the Effective Date or thereafter;

“**Loss**” means any and all losses, damages, costs, liabilities, fines, penalties, imposts, compensations paid in settlement or expenses (including without limitation, reasonable attorneys’ fees and disbursements but excluding any consequential, indirect, punitive or special damages);

"**Parties**" shall have the meaning given to it in the Preamble.

"**Party**" shall have the meaning given to it in the Preamble.

“**Person**” includes an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organisation, a joint stock company or other entity or organisation, including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity;

“**Relatives**” shall have the meaning ascribed to it under the Act;

“**PO**” means the purchase order issued by Tea Cozi from time to time pursuant to this Agreement which describe the details like scope, quantity, delivery timelines etc. relating to each Deliverable to be provided by Vendor to Tea Cozi;

“**Product Liability Claims**” mean any claims arising on the part of Tea Cozi, due to any harm caused to a Third Party by sale of or while providing for, any defective or indeficient Deliverable provided for by the Vendor;

“**Products**” mean the goods/products to be supplied by Vendor to Tea Cozi whether manufactured by Vendor or by any third party manufacturer;

“**Services**” mean the services to be provided by Vendor to Tea Cozi as per the terms and conditions of this Agreement and PO’s issued by Tea Cozi from time to time;

“**Third Party**” shall mean any Person that is not a signatory to this Agreement and shall include all consumers of the Products and Services;

“**Third Party Claim**” shall have the meaning ascribed to it in Clause 65 of this Agreement;

“**Validity Date**” shall have the meaning ascribed to it in Clause 10 of this Agreement;

“**Works**” shall have the meaning ascribed to it in Clause 51 of this Agreement.

* 1. In this Agreement, the following rules apply:

1. Clause, schedule and appendix headings shall not affect the interpretation of this Agreement.
2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
3. The schedules, appendix and annexures form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules, appendix and annexures to it.
4. A reference to a company shall include any company, corporation or another body corporate, wherever and however incorporated or established.
5. Words in the singular shall include the plural and vice versa.
6. A reference to one gender shall include a reference to the other genders.
7. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
8. A reference to writing or written includes faxes but not e-mail.
9. References to this Agreement are to these terms and conditions and schedules as amended from time to time.
10. References to clauses and schedules are to the clauses and schedules of this Agreement.
11. Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**APPOINTMENT & SCOPE**

1. Tea Cozi hereby appoints Vendor on a non-exclusive basis and Vendor hereby agrees to provide the Deliverables, as detailed in Annexure I hereto and/or the POs issued by Tea Cozi to Vendor. The Vendor agrees that the rights and benefits of Tea Cozi under this Agreement may be extended by Tea Cozi, in its sole discretion, to any and all of its Affiliate without the consent of Vendor. Provided that, the scope of work shall be the same as, or substantially similar to the scope of work, description of services and service levels as provided for in this Agreement and such Affiliate agrees to be governed by the terms of this Agreement and shall be responsible for all obligations under this Agreement, and any applicable purchase order including, but not limited to, all financial obligations. Vendor acknowledges and agrees that Tea Cozi shall not be responsible for any obligations of an Affiliate under any purchase order entered into by Affiliate pursuant to this Agreement.
2. Vendor hereby covenants to provide the Deliverables with the highest degree of commitment and to the total satisfaction of Tea Cozi and all Third Parties. Vendor further agrees to maintain such performance guarantees, including service levels, response time, etc. as may be prescribed by Tea Cozi, from time to time, in relation to the Deliverables or any part thereof.
3. Vendor agrees and undertakes to abide by the procedure and processes as may be prescribed by Tea Cozi, from time to time, in relation to the Deliverables or any part thereof and shall ensure that its employees deployed for providing the Deliverables will comply with such procedure/processes.
4. Vendor agrees and undertakes to abide by all procedures, processes and compliances prescribed under this Agreement and as prescribed under all Applicable Laws, to maintain the standard and quality of all Deliverables for the satisfaction of all Third Parties.
5. Vendor undertakes and confirms that it/its personnel shall adhere to the following;
6. shall not be under the influence of alcohol while performing any work/services for Tea Cozi;
7. shall not be found sleeping in the premises of Tea Cozi during or after duty hours;
8. shall not be found indulging in fraudulent act/theft or any other criminal activity performing any work/services for Tea Cozi;
9. shall not divulge any Tea Cozi’s information to unauthorized person;
10. shall comply with all applicable Laws;
11. shall comply with all clauses to this Agreement;
12. shall be properly dressed in uniforms (provided by Vendor) while performing any work/services for Tea Cozi, if applicable;
13. shall always carry with them proper identity cards issued by Vendor performing any work/services for Tea Cozi;
14. shall adhere to proper work discipline, in conformity with the office decorum and etiquette, as may be laid down by Tea Cozi from time to time. Vendor personnel shall adhere to the policies of Tea Cozi as Vendor may be notified by Tea Cozi from time to time.
15. Vendor represents and warrants that it shall deploy only such of its employees to provide Services hereunder who have gone through and successfully cleared criminal background check / police verification and shall be fully responsible for any loss/damage caused to Tea Cozi due to breach hereof.
16. Vendor represents and warrants that it has disclosed its true and precise identity to Tea Cozi and the Vendor is subject to all laws in force in India or orders, if any, passed or to be passed can be enforced against him; or and service of notice, process or warrants can be effected on him.
17. Tea Cozi reserves the unqualified right, at any time during the term of this Agreement, to direct Vendor to remove/ replace any personnel of Vendor who is assigned to provide Services to Tea Cozi, who in the opinion of Tea Cozi does not meet any of the standards set out in this Agreement or for any other reason(s) as determined by Tea Cozi in its sole discretion, subject to all applicable Laws.
18. For supply of any Deliverable in the form of a tangible Products, Vendor (i) shall preserve, pack, package and handle the Deliverables so as to protect the Deliverables from loss or damage and in accordance with best commercial practices in the absence of any specifications provide by Tea Cozi and without limiting the foregoing, Vendor shall observe the requirements of any applicable Laws relating to hazardous substances/material, including, without limitation, with respect to its accompanying information, packing, labelling, reporting, carriage and disposal; (ii) shall include with each delivery of Deliverable a packing list identifying the PO number, a description and the quantity of each of the Deliverable and its parts/accessories, and the date of shipment; (iii) unless specifically agreed otherwise shall be responsible for delivery of the Deliverables to the premises of Tea Cozi (as specified by Tea Cozi), (iv) in the event the Products being supplied by Vendor are manufactured by any Person other than Vendor, Vendor shall ensure that the Products are delivered to Tea Cozi in the original packing provided by the manufacturer and that the packing of the Products is not tampered with in any way; (v) shall ensure that the Deliverables being supplied to Tea Cozi are original and new products and not counterfeit, duplicate or used products; (vi) shall transfer/extend all the warranties and guarantees provided on the Product by the manufacturer to Tea Cozi.

**CHARGES & PAYMENT TERMS**

1. In consideration of Vendor performing all its obligations and subject to Clause [•] (*Indemnity & Claim Processes*) hereunder to the reasonable satisfaction of Tea Cozi, Tea Cozi agrees to make undisputed payments to Vendor as per the rates and upon such intervals as specified in Annexure II hereto and/ or the PO. All undisputed payments shall be made by Tea Cozi after deduction of Tax Deduction at Source as per the IT Act at applicable rates from time to time or any other withholding as per applicable Law.
2. The parties agree that Vendor’s obligation to provide Deliverables as set out under this Agreement or an accompanying PO shall be valid only until the expiry of Agreement or specific PO validity date (“**Validity Date**”) and that Tea Cozi shall not be liable to make any payments that may be claimed by Vendor for Deliverables provided by Vendor beyond this Validity Date. The parties agree that in case any Deliverables are to be delivered beyond the Validity Date then Vendor shall raise a request with Tea Cozi to get the PO or this Agreement renewed from Tea Cozi in its favour at least 45 days prior to the Validity Date.

1. The Parties further agree that Vendor shall raise and submit the invoices for the Deliverables to Tea Cozi within 60 days from the date of delivery of Deliverables, failing which Tea Cozi will not be liable to consider the same for payment. The Vendor shall mention the PO number while raising the invoice and shall not deliver any Deliverables to Tea Cozi without receipt of a valid PO from Tea Cozi. The Vendor further agrees to indemnify Tea Cozi against any loss that Tea Cozi may suffer for not being able to claim CENVAT credit benefit for reasons attributable to Vendor, including but not limited to, Vendor’s failure to submit the invoices within aforesaid agreed timeline
2. The Parties agree and acknowledge that the amount/rates mentioned in Annexure II constitutes the entire payment to be made by Tea Cozi for the Deliverables to Vendor hereunder and Tea Cozi shall not be liable to make any other payment, of whatsoever nature, to Vendor. The said amount includes the payment to be made by Vendor to its personnel comprising of wages, salaries, allowances , Provident Fund & Employee Deposit Linked Insurance Scheme contribution, Employee State Insurance contribution, Statutory Bonus, Gratuity, Labour Welfare Fund Contribution, leave encashment, uniform allowance and all other statutory payments and contributions under any applicable Laws and at the prescribed rates as may be amended from time to time and also includes the service fees to be paid to Vendorfor providing Services hereunder.
3. The Vendor agrees that it shall be solely responsible for and shall bear and pay all present and future taxes (including service tax, value added tax), duties, cess, levies, etc., applicable or payable with respect to the Deliverables provided by it pursuant to this Agreement and/or the PO and any additional taxes, duties, cess, levies, etc. as per existing law or an amendment to existing law or new legislation or notification. For clarity, the amounts mentioned in Annexure II are inclusive of service tax payable (from time to time) on the Services provided by Vendor under this Agreement.
4. Tea Cozi shall be entitled to deduct from monies payable to Vendor hereunder, any moneys owed to Tea Cozi by Vendor on any account whatsoever and any money which Tea Cozi may be entitled to recover/deduct under the Contract Labour (Regulation & Abolition) Act, 1972 and any other law.

1. Tea Cozi reserves the right to audit and review, with a reasonable notice to Vendor, Vendor’s books, statutory registers, records and returns, ledgers, supporting records and documentation and related procedures and controls which pertain to any charges payable by Tea Cozi in connection with or under this Agreement or required to be maintained under various labour Laws. This right will survive the expiry or termination of this Agreement.
2. Vendor shall provide Tea Cozi with copies of the attendance register, wage sheet, proof of contributions made towards Provident Fund, Employee State Insurance, Statutory Bonus and other statutory dues in relation to its employees engaged in providing Services to Tea Cozi at its premises on a monthly/quarterly/annual basis (as per applicable Law). In the event Vendor fails to provide the aforesaid information/ documents to Tea Cozi, Tea Cozi shall be entitled to withhold any undisputed amount payable to Vendor until Vendor provides the requisite information/documents as stated above to Tea Cozi.

**LIQUIDATED DAMAGES**

1. Timely supply/provision of Deliverables is the essence of the Agreement. The Parties agree that in case of any delay or failure in performance/delivery of Deliverables, failure to meet service levels as specified in Annexure I or any Product Liability Claims, liquidated damages shall become payable by Vendor to Tea Cozi as set forth in this Clause. The Parties agree that Liquidated Damages are only intended to compensate Tea Cozi for the delayed or failure or late performance of obligation of Vendor or to make good, any loss caused due to a Product Liability Claims and are not a penalty of any nature.
2. In the event that the performance/delivery of Deliverables or separately identified parts thereof are delayed or there is a failure to perform/deliver the Deliverables or to meet service levels or there is an event of default, then Liquidated Damages shall accrue at the rate mentioned in Annexure IIIfor each occurrence.
3. The Parties mutually acknowledge that the aforesaid amounts are reasonable in light of the anticipated actual harm which might be caused by any delay or failure in perform/delivery of Deliverables or failure to meet service levels and the difficulty of ascertaining damages. Liquidated Damages payable to Tea Cozi hereunder shall, at Tea Cozi's option, be payable by way of offset against outstanding payment obligations of Tea Cozi to Vendor or credits against future provision of Deliverables by Vendor to Tea Cozi or its Affiliates.

**TERM AND TERMINATION**

1. This Agreement shall commence from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Effective Date**”) and remain in force until \_\_\_\_\_\_\_\_\_\_\_\_, unless it is: (a) extended in writing by the parties on the same terms or as otherwise agreed to by the Parties in writing; or (b) terminated earlier by the Parties as provided herein.
2. During the term of this Agreement, Tea Cozi may terminate this Agreement with or without assigning any reason by serving thirty (30) days’ advance notice in writing to Vendor.
3. Notwithstanding anything provided for herein to the contrary, Tea Cozi may terminate this Agreement, in whole or in part, without any liability towards Vendor by immediate written notice, if Vendor: (i) fails to perform/deliver the Deliverables to Tea Cozi’s satisfaction or comply with any term or condition of this Agreement; (ii) commits a breach of any of the terms of this Agreement; (iii) is adjudged an insolvent or a compromise is entered by it with its creditors or if distress or execution or other process is levied upon or a receiver is appointed for any part of the assets or property of Vendor; or (iv) if for any reason whatsoever Vendor becomes disentitled in law to perform its obligations under this Agreement; or (v) if Vendor if found to be in non-compliance with the applicable labour Laws.
4. Tea Cozi shall be under no obligation to make any payment to Vendor other than for Deliverables i.e. Services actually rendered or Products actually delivered by it to the satisfaction of Tea Cozi prior to the termination of this Agreement and which have not been previously paid (subject to such deductions and adjustments by Tea Cozi as provided in this Agreement).
5. On expiry of this Agreement or its earlier termination as provided herein, Vendor shall within 5 (five) Business Days remove itself and all its workforce and all articles belonging to it from Tea Cozi’s premises, without creating any nuisance and without causing any damage to any of Tea Cozi’s property, failing which Vendor shall be deemed to be a trespasser and Tea Cozi shall be entitled to take the necessary legal action and dispose off Vendor’s belongings in any manner whatsoever. Further on such expiry or termination, Vendor shall forthwith handover to Tea Cozi all information documents, manuals, reports, etc. in relation to the Deliverables delivered to Tea Cozi till the date of termination and also return/destroy (as the case may be) all the Confidential Information received from Tea Cozi.

**COMPLIANCE WITH LAWS**

1. Vendor agrees that it shall comply with all applicable Laws in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this Agreement, Tea Cozi is informed or information comes to Tea Cozi’s attention that Vendor is or may be in violation of any Laws, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), Tea Cozi shall be entitled to terminate this Agreement with immediate effect.
2. Vendor warrants and undertakes that he holds all valid, licenses/registrations, as may be required under the applicable Laws from time to time, in particular but not limited to, The Contract Labour (Abolition and Regulation) Act, 1970, Payment of Wages Act, 1936, Payment of Bonus Act, 1965 and other applicable labour Laws and shall ensure that all such registrations/licenses/permits, where required, are kept valid and subsisting throughout the term of this Agreement and all compliances under such registrations/licenses/permits are adhered to.
3. Tea Cozi on becoming aware of any contravention/non-compliance of any applicable Laws or Policies by Vendor shall, notwithstanding its right to terminate this Agreement, shall also have the right to call upon Vendor to rectify such non-compliance/ violation and to comply with the applicable Laws and Policies of Tea Cozi and the Vendor shall immediately take all necessary steps to do so and comply with the applicable Laws and Policies in all respects.
4. Vendor undertakes to indemnify and keep Tea Cozi indemnified and harmless and fully compensated at all times from and against any Claims that Tea Cozi may suffer on account of failure by Vendor to comply with any applicable Laws.
5. Vendor shall at all times perform (and ensure that its affiliates and pre-approved sub-contractors perform) the obligations and activities under this Agreement through lawful and proper methods, in full compliance with the laws and regulations of all of the jurisdiction(s) in which and with respect to which the Services as well as all other obligations and activities are performed.
6. Vendor shall at all times perform (and ensure that its affiliates and pre-approved sub-contractors perform) the obligations and activities under Applicable Policies with respect to the Deliverables, to the satisfaction of Third Parties.
7. Vendor shall at all times be in full compliance with all applicable Laws with respect to food safety and security standards, including but not limited to Food Safety and Standards Act, 2006 and its corresponding regulations. Vendor shall, in the capacity of a manufacturer, be in full compliance with all applicable provisions of the Consumer Protection Act, 2019.
8. If any new law or regulation, or any interpretation of any existing law by any governmental authority, renders any activity hereunder illegal, unenforceable or noncompliant, then, notwithstanding any provision in this Agreement requiring mutual consent for amendments, Tea Cozi may amend this Agreement to achieve compliance with such new law in accordance with this Section. Tea Cozi shall notify Vendor in writing at least thirty (30) days before the effective date of any such amendment. If Tea Cozi does not receive a written objection to the proposed amendment before the effective date stated in the notice, Vendor shall be deemed to have accepted the amendment.

**EMPLOYEE & LABOUR RELATED MATTERS**

1. The Vendor hereby covenants that its employees involved in rendering Services to Tea Cozi at Tea Cozi’s premises are its bonafide employees and that they shall always be under Vendor’s direct control and supervision while rendering the Services hereunder and shall in no event be deemed to be employees of Tea Cozi or have any right or claim against Tea Cozi.
2. The Vendor shall be fully and solely responsible and liable for payment of all the amounts payable to Vendor’s employees including wages, salaries and all other statutory benefits like Provident Fund, Employee State Insurance, Statutory Bonus etc. The Vendor undertakes to comply with all statutory obligations of employer in respect of its personnel including, without limitation, those under the Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Shops & Commercial Establishments Act, laws relating to Provident Fund, ESI, Gratuity, Bonus, Welfare Fund, leave encashment, working hours, overtime, leaves, maternity benefits etc., and all other laws as may be applicable. Vendor shall properly maintain all registers and records in the manner required under the applicable Laws.
3. The Vendor shall also provide and maintain adequate insurance coverage as required by the applicable Laws and otherwise for all its employees who are deployed by Vendor for the purpose of performing the Service’s at Tea Cozi’s premises.
4. The parties represent that they do not engage in any prohibited labour practice including use of forced labour, child labour and are compliant with applicable laws with respect to right to establish and/or join trade unions and to bargain collectively.
5. The Vendor undertakes to obtain and keep valid throughout the term (including renewal, if any) hereof all licenses, permission, registrations and approvals as may be required under the applicable labour Laws to enable Vendor to render the Services as contemplated under this Agreement, including but not limited to the license under the Contract Labour (Abolition and Regulation) Act, 1970, obtaining/maintaining registration and codes/accounts under Provident Fund and Employee State Insurance related statutes.
6. It is clearly understood that this Agreement is only for supply of Products and Services. Vendor shall pay wages to its employees and other statutory benefits and make contributions as per applicable Laws, latest by 7th day of every month on a working day, during working hours, at the work premises and in presence of Tea Cozi’s representative who shall certify the amount paid as wages in the wage register. The Vendor shall simultaneously provide to its employees a wage slips in the prescribed format showing various components of wages.
7. The Vendor shall ensure that it does not engage any one for provision of Services in the premises of Tea Cozi which is in contravention of Child Labour (Prohibition and Regulation) Act, 1986, Inter State Migrant Workers Act or any other applicable Law, as amended from time to time.
8. Vendor undertakes to indemnify and keep Tea Cozi indemnified and harmless and fully compensated at all times from and against any Claims made by any employee/workmen, officers, directors etc. of Vendor.

**HEALTH, SAFETY & ENVIRONMENT**

1. Tea Cozi believes that human capital is our greatest strength and the health, safety and wellbeing of our employees and other stakeholders are an essential element of a successful and sustainable business. As a result, Vendor agrees that it shall ensure that it complies with the following health and safety provisions wherein the Services are being performed at Tea Cozi’s premises:
   1. **Occupational Safety:**

Workers/ employees exposure to hazardous activities including, but not limited to, electrical works, working near radio frequency waves, working near rotating machinery, civil works, hot works, driving, working at height or elevated platforms will be controlled by Vendor through proper design, engineering and administrative controls, preventative maintenance and safe work procedures/safe work method statements (including lockout/tag out), and ongoing occupational safety training. Where hazards cannot be adequately controlled by these means, Vendor will provide workers/employees with appropriate, well-maintained, personal protective equipment. Vendor will not discourage any workers/employees from raising safety concerns.

* 1. **Emergency Preparedness**

Vendor will identify and assess, emergency situations and events and minimize their impact by implementation of emergency plans and response procedures, including, by way of example only: (i) emergency reporting, (ii) employee notification and evacuation procedures, and (iii) worker/employee training and drills. Vendor shall be aware of and implement all emergency paraphernalia and exit paths available at site of work to ensure workers/employees safety in case of an emergency.

* 1. **Occupational Injury and Illness**

Vendor will ensure reporting of any occupational injury and illness, including: a) encouraging worker/employee reporting; b) classifying and recording injury and illness cases; c) providing necessary medical treatment; d) incident investigation and implementation of corrective actions to eliminate the root causes; and e) facilitating return of workers/employees to work, debriefing and post-traumatic stress procedures.

* 1. **Physically Demanding Work**

Vendor shall identify, evaluate and control worker/employee exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks. Vendor will provide its workers/employees with periodic training focused on safe material handling operations and ergonomics.

Vendor will respect internationally proclaimed human rights and shall avoid being complicit in human right abuses of any kind. Vendor will respect the personal dignity, privacy and rights of every individual employee/worker.

* 1. **Machine Safeguarding**

Vendor will evaluate all machinery (having rotating/moving parts) for safety hazards. Physical guards, interlocks and barriers will be provided and properly maintained by Vendor where machinery presents an injury hazard to workers/employees. Vendor will provide workers/employees with periodic training focused on safe use of power tools and machines.

1. Vendor, performing any work or Services under this Agreement on Tea Cozi's premises, shall also observe all fire prevention, security and safety rules and regulations, and other Tea Cozi ‘s rules and policies in force at the Tea Cozi’s premises.

**INSURANCE**

1. Insurance Requirements: The Vendor shall take all necessary insurance covers as required by law.
2. Policy Requirements: Each insurance policy shall name Tea Cozi as an additional insured on a primary and non-contributory basis. Such policies of insurance shall be underwritten by a reputed insurance company and provide thirty (30) days prior notice to Tea Cozi of cancellation or any material change in coverage. If any such liability policies are on a "claims made" basis, Vendor shall agree to maintain such coverage in force for three (3) years following the termination of this Agreement or to purchase adequate "tail liability" insurance upon the termination of this Agreement.

**REPRESENTATIONS & WARRNTIES**

1. Each of the Parties hereby warrants and represents to the other that: -
   1. it is not engaged in and is not aware of any pending or threatened litigation or governmental investigations or proceedings which may restrict or have a materially adverse effect on its ability to enter into this Agreement and to fulfil its obligations hereunder;
   2. it is entitled to enter into this Agreement and that there are no prior agreements, outstanding commitments or obligations (i) which disentitle it from executing this Agreement or any other agreement relating to or connected with the subject matter of this Agreement, or (ii) which would impede its ability to enter into this Agreement or any other agreements relating to or in connection with the subject matter of this Agreement and to fulfil its obligations hereunder;
   3. it has obtained all necessary approvals internally and taken all necessary action for the execution, delivery and performance of this Agreement and that such approvals or authorisations are in force and have not been superseded; and
   4. this Agreement, upon being effective, will constitute a valid and legally binding obligation enforceable against it in accordance with its terms, subject to bankruptcy, moratorium, and similar laws affecting the rights of creditors generally.
   5. It is in compliance with all applicable Laws and compliances as may be required under this Agreement.

**LIMITATION OF LIABILITY OF TEA COZI**

For supply of any Deliverables, the following is hereby clarified:

(a) Tea Cozi has not exercised any control over the designing, testing, manufacturing, packaging or labelling of Deliverables;

(b) Tea Cozi has not altered or modified the Deliverables, in any manner whatsoever;

(c) Tea Cozi has not made any express warranty of Deliverables which is independent of any express warranty made by the Vendors;

(d) Tea Cozi has exercised all reasonable care in assembling, inspecting or maintaining such Deliverables and has passed on the warnings or instructions regarding the dangers involved or proper usage of the Deliverables while selling such Deliverables (*if any, given by the Vendor*) and is not responsible to any Third Party for any loss or harm caused.

**CONFIDENTIALITY**

1. Vendor shall:
   1. treat all of the Confidential Information as absolutely secret and in the strictest confidence and to exercise the strictest degree of care in protecting the Confidential Information;
   2. not disclose or use or permit the disclosure or use of any of the Confidential Information during the term of this Agreement and for a period of 3 (three) years following the termination of this Agreement, except for the purposes expressly permitted under this Agreement;
   3. restrict disclosure of the Confidential Information solely to its employee(s) on a need to know basis and only to the extent necessary for each of them to perform their duties in connection with the Services, and not to disclose information to any other person (including any related or affiliated company, agent, consultant, sub-contractors, or representative of Vendor) without the prior written approval of Tea Cozi and any such Affiliate, agent, consultant or representative of Vendor which is approved by Tea Cozi as aforesaid shall be deemed an employee of Vendor for purposes hereof;
   4. inform its employees who may need to have access to the Confidential Information that all such Confidential Information should be kept strictly confidential and to assure that each such employee is bound by written confidentiality agreements (at least as protective as the terms hereof) prohibiting further disclosure of the Confidential Information whether during or after their employment with Vendor. In the event of any breach by any of the employees of Vendor of any undertakings as to non-disclosure of the Confidential Information, Vendor shall enforce such undertakings to the fullest extent of the law and at Vendor’s sole cost and expense;
   5. use the Confidential Information only in connection with carrying out the Services and not to reproduce the Confidential Information except to the extent necessary for such purpose.
2. The Vendor shall be fully responsible for any Loss suffered by Tea Cozi as a result of any breach of the confidentiality obligation or any clause of this Agreement by Vendor or its workers/employees. Without limiting any of the foregoing, Vendor shall comply with all laws with respect to the use and treatment of Confidential Information and personal data applicable to the Deliverables as well as Tea Cozi’s current policies in relation to data privacy and protection.
3. Depending on the nature of the Deliverables to be supplied by Vendor under this Agreement, Tea Cozi at its own discretion may require Vendor and/or its employees/workers to execute a non-disclosure agreement in the form as annexed herewith and marked as Annexure IV at the time of execution of this Agreement or any time thereafter.

**DATA PROTECTION**

1. Where any Tea Cozi’s data, information including Confidential Information (“**Data**”) is processed or accessed by Vendor, its workers/employees, agents, or sub‑contractors, which have been pre-approved of in writing by Tea Cozi under or in connection with this Agreement, Vendor shall, and shall procure that its workers/employees and pre-approved agents and sub-contractors shall:
   1. only process the Tea Cozi’s Data in accordance with instructions from Tea Cozi (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by Tea Cozi to Vendor from time to time);
   2. not otherwise modify, amend or alter the contents of the Tea Cozi’s Data or disclose or permit the disclosure of any of the Tea Cozi’s Data to any Third Party unless specifically authorized to do so in writing by Tea Cozi;
   3. implement and ensure that its workers/employees, pre-approved agents and sub-contractors implement appropriate technical and organizational measures to protect Tea Cozi’s Data against unauthorized or unlawful processing or access and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from unauthorized or unlawful processing or accidental loss, destruction or damage to Tea Cozi’s Data and to the nature of the Tea Cozi’s Data which is to be protected;
   4. keep all Tea Cozi’s Data and any analyses, profiles or documents derived therefrom separate from all other data and documentation of Vendor;

* 1. process the Tea Cozi’s Data in accordance with the applicable Laws (as applicable or as recommended by Tea Cozi) and not do or permit anything to be done which might cause Tea Cozi or its Affiliates in any way to be in breach of any applicable Laws;
  2. appoint and identify to Tea Cozi a named individual within Vendor to act as a point of contact for any inquiries from Tea Cozi relating to Tea Cozi’s Data;
  3. immediately upon the termination or expiry of the Agreement or on demand by Tea Cozi, either return, or delete from its systems, the Tea Cozi’s Data and any copies of it or of the information it contains and Vendor shall confirm in writing that this clause 47.7 has been complied with in full by itself and its workers/employees and all pre-approved agents and sub-contractors.

1. Without prejudice to any other provision of this Agreement, Tea Cozi may, on reasonable notice, request a detailed written description of the technical and organizational methods employed by Vendor for the processing of Tea Cozi’s Data. Within ten (10) days of receipt by Vendor of Tea Cozi's written request (which shall include a detailed description of Tea Cozi's reasonable requirements), Vendor shall deliver a written report to Tea Cozi in sufficient detail that Tea Cozi can reasonably determine whether or not Tea Cozi’s Data is being or has been processed in compliance with the applicable Laws.

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**INTELLECTUAL PROPERTY OWNERSHIP**

1. Vendor acknowledges that any and all data, information including Confidential Information provided by or on behalf of Tea Cozi to Vendor pursuant to this Agreement and all Intellectual Property Rights therein shall continue, at all times, to belong to Tea Cozi, its Affiliates or their respective clients, customers, consultants, suppliers, or other representatives, as applicable and Vendor shall have no right, title or interest in or to any such information;
2. As between Tea Cozi and Vendor, Tea Cozi shall have exclusive ownership of any and all rights, title and interest including Intellectual Property Rights in and to all Deliverables, prepared by or on behalf of Vendor specifically for Tea Cozi.
3. Vendor agrees that any and all works produced by Vendor or caused by Vendor to have been produced hereunder for Tea Cozi, including, but not limited to, computer software, source or object code or other copyrightable materials, electronic recordings, printed matter, slides, processes, scripts, and other works fixed in a tangible medium ("**Works**"), shall be considered as work made in the course of the employment under a contract of service for Springboard as per section 17(c) of the Indian Copyrights Act, 1957 (as amended from time to time) and accordingly, all Intellectual Property Rights in and to such Works, and all protectable elements, contributions, enhancements, collective works thereof and derivative works thereto, shall belong exclusively to Tea Cozi. The Works shall not be used by Vendor except for the purposes of performing Vendor's obligations pursuant to this Agreement.
4. To the extent that ownership of any Work does not automatically vest in Tea Cozi either under applicable law or by virtue of this Agreement or otherwise, Vendor hereby irrevocably and perpetually assigns to Tea Cozi all Vendor's rights, title, and interest in and to Works, materials, and other items produced by Vendor or caused by Vendor to have been produced for Tea Cozi hereunder along with all Intellectual Property Rights therein. In this regard Vendor shall, at the request of Tea Cozi, take all actions and do all things to ensure that all rights, title and interest in the Works vest in Tea Cozi, including executing or causing to be executed any documents prepared by Tea Cozi confirmatory of the foregoing assignment and to assist Tea Cozi in registering the Works.
5. In the event that Vendor engages or otherwise uses any third party to prepare or assist in the preparation of the Works, Vendor shall have such third party execute a written agreement providing that all such Works are work made in the course of the employment under a contract of service for Vendor as per section 17(c) of the Indian Copyrights Act, 1957 (as amended from time to time). Such agreement shall also provide that, in the event the Works are deemed not to constitute "works made for hire" for Vendor, the third party irrevocably and perpetually transfers and assigns to Vendor all rights, title and interest in and to the Works and all protectable elements, contributions, enhancements, collective works thereof and derivative works thereto, including all Intellectual Property Rights therein, and agrees to take all actions and do all reasonable things necessary or desirable to ensure that all such rights, title and interest vest in Vendor. In accord with Clause 51 and 52 above, all such rights, title and interest in the Works shall then be assigned to Tea Cozi.
6. To the extent any Deliverable contains any third-party materials or material owned and developed by Vendor outside the Scope of this Agreement, Vendor shall identify such materials prior to the time the Services are performed or the Deliverables are developed and provide (or procure from such third party) in favour of Tea Cozi a perpetual, non-exclusive, royalty-free license to use, copy, modify and prepare derivative works out of such material.
7. The provisions of Clause 50 to 54 shall not apply on the Deliverables (or any part thereof) which are in the nature of Commercial Off-The-Shelf products, consumables and/or general services like housekeeping services, catering services, security services etc. Provided that, Vendor shall extend to Tea Cozi all the user licenses bundled with the Commercial Off-The-Shelf products supplied by Vendor to Tea Cozi.

# SECURITY

1. The Vendor shall comply, and shall procure that each of Vendor’s workers/employees shall comply, with: (i) the security policy and all other data protection policies of Tea Cozi as notified to Vendor; (ii) all applicable site‑specific security requirements relating to Tea Cozi’s premises; (iii) Vendor's own internal security standards; and (iv) Good Industry Practice.

1. Neither the Vendor nor its personnel shall use their own computer equipment, storage media, device or connect with Tea Cozi’s server systems to perform their obligations under this Agreement, while working in Tea Cozi’s premises without a specific permission in this regard from Tea Cozi. Tea Cozi shall supply computer equipment of Tea Cozi's choosing to Vendor's personnel to enable connection to Tea Cozi's systems and performance of their services when onsite. Such computer equipment shall be returned to Tea Cozi in fully useable condition (less normal wear and tear) immediately upon completion of the work. Vendor and its personnel shall follow all policies and procedures for the use of the computer equipment supplied, which shall be provided to Vendor in writing. In the event any permission is granted for use of Vendor’s computer equipment, storage media, devices, Tea Cozi reserves the right to scan the same for vulnerabilities to Tea Cozi's systems. When Vendor is performing services for Tea Cozi remotely, Vendor will use a Tea Cozi approved remote access method for connectivity to Tea Cozi’s systems for support.
2. The Vendor shall co‑operate with any investigation relating to security which is carried out by or on behalf of Tea Cozi, including providing any information or material in its possession or control and implementing new security measures, to the extent reasonably requested by Tea Cozi.
3. Each Party shall advise the other as soon as it is aware of any security breach or potential security breach which may affect the Services or Tea Cozi's reputation.
4. A breach of Clause 56 to 60 shall constitute an irremediable material breach of this Agreement.

**INDEMNITY & CLAIM PROCESS**

1. Vendor (“**Indemnifying Party**”) hereby agrees to defend, indemnify and save harmless Tea Cozi, its officers, directors, employees, agents, Affiliates and officers, directors, employees, agents of its Affiliates (“**Indemnified Parties**”) against any Loss arising from or in connection with any Claim relating to or arising out of any (a) inaccuracy in or breach of the warranties provided by Vendor; or (b) Claims made by Third Parties relating to any act, omission or negligence of the Indemnifying Party, its officers, directors, workers, employees, agents, representatives, servants and sub-contractors in relation of the performance of its obligations under this Agreement including any claim for infringement of Intellectual Property Rights; (c) non-performance of the covenants and obligations of the Indemnifying Party under this Agreement (d) any fraud or wilful misconduct of the Indemnifying Party or its officers, directors, workers, employees, agents, representatives, servants and sub-contractors, or (e) non-compliance of Indemnifying Party with the provisions of applicable Laws so far as it relates to the conduct of its business or performance of its obligation under this Agreement, (f) non-compliance of Indemnifying Party with the provisions under the Consumer Protection Act, 2019 and (g) deficiency in the Services provided by Vendor under this Agreement, or (h) defect in the Products supplied by Vendor under this Agreement, or (i) non-payment of salaries/wages, statutory benefits, contractual dues etc. by Vendor to its officers, directors, workers, employees, agents, representatives, servants and sub-contractors, or (j) death, bodily injury or accidents of any director, officer, worker, employee, servant, representative, agent or sub-contractor of Vendor.
2. Indemnifying Party shall defend, indemnify and hold Indemnified Party harmless against any Loss as and when incurred by the Indemnified Party, arising out of or in connection with any Claim by or on behalf of Indemnifying Party or its officers directors, workers, employees, agents, representatives, servants and sub-contractors or any other personnel or employee of Vendor with respect to the existence of an employment relationship between such persons and Tea Cozi or any Claim for payment of wages, statutory contributions, taxes or social benefits to any such persons.
3. A Claim, other than a Third Party Claim (as defined below), may be made by an Indemnified Party by giving a notice of the Claim to the Indemnifying Party within a reasonable period from the date when the Claim arises. The notice of such Claim shall contain a description of the basis for such Claim and the calculation of the amount claimed (to the extent reasonably practicable) and shall give the Indemnifying Party, a period of 30 (thirty) days to make good the Loss incurred by Indemnified Party. Indemnified Party shall within the said 30 (thirty) days make the indemnification payments to the Indemnified Party without any descent or demur.
4. If any Third Party notifies the Indemnified Party in writing any Claim (a “**Third Party Claim**”), the Indemnified Party shall: (a) provide prompt written notice to the Indemnifying Party of such Third Party Claim as to which indemnification applies; and (b) provide reasonable cooperation in the defence or settlement of any Third Party Claim at the expense of the indemnifying Party. The indemnifying Party shall have the sole right to control the defence or settlement of any such Third Party Claim; provided that the indemnifying Party shall not have the right to settle any criminal action, suit or proceeding, and provided further that any settlement permitted hereunder shall not impose any financial or other obligation on the Indemnified Party, impair any right of the Indemnified Party, or contain any stipulation, omission or acknowledgement of wrongdoing on the part of the Indemnified Party. Even though the Indemnifying Party is entitled to conduct the defence of the Third Party Claim in accordance with this Clause 65, the Indemnified Parties may retain separate co-counsel at its sole cost and expense and advise the Indemnifying Party in the defence of the Third Party Claim, on the principle that the entire defence, conduct, negotiation and settlement of such Third Party Claim will be in the control of the Indemnifying Party and its advisors.
5. In the event that the Indemnifying Party does not exercise its right to defend, conduct, negotiate and settle the Third Party Claim, and the Indemnified Parties also do not wish to defend, conduct, negotiate or settle the Third Party Claim, then the Indemnifying Party shall pay an amount equal to the Loss from the Third Party Claim to the Indemnified Parties within 30 (thirty) days from the date of the notice from the Indemnified Parties. However, in the event that the Indemnifying Party or Indemnified Parties exercise their right to defend, conduct, negotiate or settle against the Third Party Claim, then the Indemnifying Party shall pay an amount equal to the Loss from the Third Party Claim to the Indemnified Parties within 30 (thirty) days from the date of receipt of a final order from a court of competent jurisdiction. The defence, conduct, negotiation and settlement of a Third Party Claim, by the Indemnifying Party would be on the principle that, at no point in time during such defence, would the Indemnified Parties be required to make any payments to a Third Party or any government/judicial authority and if such payments have to be made as is required under applicable Law or pursuant to a court order to carry on the conduct of the defence of the Third Party Claim, then the Indemnifying Party shall make the payment of such amounts to the relevant Third Party or government/judicial authority or to the Indemnified Parties, as the case may be, at least three (3) Business Days prior to the date that the Indemnified Parties are required to make such payment to the relevant Third Party or government/judicial authority. If the Indemnifying Party fails to provide such amounts to the Indemnified Parties as set out above, then the Indemnified Parties shall be entitled to and may proceed to compromise and / or settle the Claim with the claimant without the prior written consent of the Indemnifying Party and thereupon the Indemnified Parties shall be entitled to be indemnified by the Indemnifying Party for such Claim within 30 (thirty) days of such settlement.

**DISPUTE RESOLUTION**

1. It is agreed and understood by and between the parties that they shall carry out this Agreement in the spirit of mutual co-operation and good faith and in case of any dispute or controversies, try to resolve and solve the same amicably between themselves. In the event of any dispute or difference arising between the parties, relating to or connected with this Agreement or claims pertaining thereto or as to the meaning or constructions of the terms and conditions contained herein or application thereof during the term of this Agreement or after the termination thereof, cannot be amicably resolved, as aforesaid, then the same shall be referred to the arbitration of an independent sole arbitrator (possibly a retired High Court Judge) to be appointed by the chief executive officer of Tea Cozi. In the event of any disagreement over such appointment, the appointment of the Sole Arbitrator can be sought as per the provisions of Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be carried on in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the place of Arbitration shall be Delhi. The decision of the arbitrator shall be final and binding on the parties. The Courts in Delhi alone shall have exclusive jurisdiction to try any matter arising out of this Agreement or arbitration proceeding hereunder.

**General**

1. The parties hereto acknowledge, agree and declare that Vendor and Tea Cozi are independent contracting entities which have entered into a confidential contractual relationship through this Agreement. The Parties acknowledge that this Agreement does not constitute either a partnership or a joint venture or a master and servant relationship or a principal and agent relationship between the parties hereto. Under no circumstances shall any employee, worker, agent, personnel, servant or sub-contractor of Vendor be deemed to be an employee of Tea Cozi for any purpose whatsoever, nor shall they have any right/claim against Tea Cozi.
2. It shall be the responsibility of Vendor to have the antecedents of all those deployed in the premises checked thoroughly prior to such deployment.
3. The Vendor shall ensure that it does not engage any Person for deployment in the premises of Tea Cozi which is in contravention of Child Labour (Prohibition and Regulation) Act, 1986, as amended from time to time.
4. Neither party shall be liable for any delay in or failure to perform any of their respective obligations under or arising out of this Agreement if the delay or failure results from any of force majeure events, which renders it impossible for parties to fulfil their obligations under this Agreement. Without limiting the generality of the foregoing, such causes include acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, wars or war operations, acts of terrorists, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by the party ("**Force Majeure Event**"). If a party relies on any of the foregoing as a reason or failure, default or delay in performance, it shall give to the other party prompt written notice of the facts that constitute such Force Majeure Event, when it arose, and when it is expected to cease.
5. In the event of any Loss caused to Tea Cozi on account of any lapses on the part of Vendor, entire Loss shall be borne by Vendor. The Vendor shall do and perform all such security services, acts, matters and things connected with the administration, superintendence and conduct of the Services, as per the directions issued by Tea Cozi from time to time. The Vendor shall not assign or transfer to any third party, any rights or obligations hereunder, without the prior written consent of Tea Cozi.
6. The Vendor may not use any of Tea Cozi's names, marks or logos without express advance written permission from Tea Cozi. By way of non-limiting example, Vendor will not directly or indirectly identify Tea Cozi in press releases, customer lists or promotional materials of Vendor without prior express written consent of Tea Cozi.
7. Any notice to be given by either party hereunder shall be addressed to the other at the last known business address and delivered by hand and acknowledgment obtained or dispatched by Registered Post with A.D.
8. The waiver of any term, condition, or provision of this Agreement by Tea Cozi or Vendor must be in writing. No such waiver shall be construed as a waiver of any other term, condition, or provision except as provided in writing, nor as a waiver of any subsequent breach of the same term, condition, or provision.
9. The Vendor shall bind itself and its directors, officers, workers, employees, agents, representatives, servants, sub-contractors, etc. to maintain in strict confidence this Agreement and any Confidential Information, material or data, provided by Tea Cozi.
10. This Agreement with Vendor is on a non-exclusive basis and at all times Tea Cozi shall be free to avail/procure the Deliverables from any other person/agency.
11. The Vendor shall not assign, sub-contract or otherwise transfer any of their rights or obligations under this Agreement or any PO to any Third Party without prior written consent of ­­Tea Cozi. Tea Cozi shall have the right to assign this Agreement (or any part thereof), including all rights and obligations hereunder, either by way of novation or otherwise, to any Third Party, without the consent of the Vendor; provided that if such a consent from Vendor is required as per applicable Law, then Vendor shall give such consent, without any demur or protest.
12. This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
13. Without prejudice to any rights of Tea Cozi under this Agreement, any changes in the scope/obligations of Vendor under this Agreement shall be made only in a writing executed by authorized representatives of both Parties. Vendor will not be obligated to work on a change until the Parties agree in writing upon its scope, price and/or schedule impact.
14. All indemnities set forth herein, including, without limitation to Clause 62, shall survive the termination of this Agreement. In addition, each representation and warranty made or deemed to be made pursuant hereto shall survive the making of such representation and warranty, and Tea Cozi shall not be deemed to have waived, by reason of making any purchase order for Deliverables.
15. If any provision of this Agreement is in conflict with any applicable Law or is determined by proper governmental or other legal authority to be illegal or unenforceable, then such provision will be deemed inoperative to the extent that it may conflict therewith or be illegal or unenforceable without invalidating the remaining provisions hereof, and each provision not so affected will be enforced to the fullest extent provided by law.
16. Such provisions of this Agreement, which generally by their nature can survive after termination or expiration of any similar agreement, shall survive any termination or expiration of this Agreement, including but not limited to the provisions relating to confidentiality, indemnity, liability, insurance, privacy and compliance with laws.
17. This Agreement shall be governed by, and construed in accordance with, the laws of India without regard to principles of conflict of laws. The parties hereto consent to and agree to submit to the exclusive jurisdiction of the courts of Delhi, India for any action or proceeding arising under or by reason of this Agreement and to the venue of such action or proceeding in such courts.

ANTI BRIBERY & ANTI CORRUPTION

1. Tea Cozi is committed to conducting its business ethically and lawfully. To that end, Tea Cozi expects that Vendor also will conduct its business ethically and lawfully; and accordingly, Vendor hereby acknowledges, declares and agrees that:
   1. It shall, at all times, comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption and will not take any action or fail to take any action that would cause Tea Cozi or any of its Affiliates or its customers / clients to fail to comply with any applicable anti-corruption legislation including the Prevention of Corruption Act, 1988; Foreign Corrupt Practices Act of 1977, as amended from time to time; (“ABAC Policy”)
   2. This Agreement was awarded to it in a fair and transparent selection process.
   3. Throughout the term of the Agreement, Vendor shall maintain in place its own policies and procedures to ensure compliance with the provisions of this Section and will enforce them where appropriate;
   4. It shall comply with ABAC Policy of Tea Cozi as applicable to an employee of Tea Cozi, and that no gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by Vendor or any of directors, senior executives, offices or other employees (whether permanent, fixed-term or temporary), consultants, service providers or agents (such personnel, collectively, “Executive(s)”) of Vendor to any Tea Cozi’s executive or members of their immediate families with a view toward securing a favourable treatment from Tea Cozi. If Tea Cozi has cause to believe that Vendor or any executive of Vendor has violated the provisions of this Section or behaved unethically or unlawfully under, or in connection with, this Agreement, Tea Cozi shall terminate this Agreement immediately with no further obligations to Vendor and shall further blacklist Vendor and its Affiliates.
   5. It will promptly report through an email to Tea Cozi or to the local compliance or HR manager of Tea Cozi, any request or demand for any undue financial or other advantage of any kind, received by it or its executive from any Tea Cozi’s employee or executive in connection with the performance of this Agreement or any other transaction with Tea Cozi in violation of the ABAC Policy.
   6. It will immediately notify Tea Cozi, in writing, if a government or public official becomes an officer or employee of Vendor organization or acquires a direct or indirect shareholding interest in Vendors organization. Vendor warrants and represents that as of the Effective Date, there are no government or public officials who are officers, employees or direct or indirect owners of Vendor organization.
   7. It will ensure that any person associated with Vendor (including but not limited to any pre-approved sub-contractor), in providing Deliverables in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Vendor under this Agreement and that Vendor shall be fully responsible for the non-observance and/or non-performance by such persons of the provisions of this Agreement generally, and this Clause 85 specifically.
   8. Vendor will conduct its dealings in an ethical manner and in accordance with the highest business standards and comply with all applicable laws. Vendor will ensure that its officers, directors, workers, employees, servants, consultants, representatives, agents and sub-contractors shall not, directly or indirectly, give, offer or promise any money and/or gift and/or illegal gratification and/or exert or utilize unlawful influence on public and private person(s) to induce or reward an improper performance of a function and/or obtain or retain business. Vendor shall ensure that its terms of engagement of any person or entity associated with Tea Cozi in delivering Deliverables in connection with this Agreement shall impose terms and conditions equivalent to those imposed under this Agreement and also ensure due compliance thereof.

IN WITNESS WHEREOF the parties hereto have duly caused these presents to be executed on the day, month and year first above written.

SIGNED AND DELIVERED by the ]

Within named Tea Cozi ]

through its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ]

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in the presence of: ]

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SIGNED AND DELIVERED by the ]

Within named Vendor ]

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through its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ]

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in the presence of: ]

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**ANNEXURE – I**

**(LIST OF SERVICES/GOODS)**

SIGNED AND DELIVERED by the ]

Within named Tea Cozi ]

through its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ]

in the presence of: ]

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SIGNED AND DELIVERED by the ]

Within named Vendor ]

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through its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ]

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in the presence of: ]

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**ANNEXURE –II**

### (Charges & Payment Terms)

SIGNED AND DELIVERED by the ]

Within named \_\_\_\_\_\_\_\_\_\_\_\_\_ ]

through its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ]

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in the presence of: ]

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SIGNED AND DELIVERED by the ]

Within named Vendor ]

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through its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ]

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in the presence of: ]

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**ANNEXURE – III**

### (Defaults, Consequences and Liquidated Damages)

SIGNED AND DELIVERED by the ]

Within named Tea Cozi ]

through its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ]

in the presence of: ]

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SIGNED AND DELIVERED by the ]

Within named Vendor ]

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through its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ]

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in the presence of: ]

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**ANNEXURE –IV**

**NON DISCLOSURE AGREEMENT**

**THIS AGREEMENT** (the “NDA”) is entered into on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_(“**Effective Date**”) by and between\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** having its office at \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Vendor”, which expression shall, unless repugnant to the context hereof, mean and include its successors and permitted assigns), and **JazzMyHome**, a proprietorship having its office at A131, Vishal Enclave New Delhi 110027 (hereinafter referred to as **“**Tea Cozi**”**, which expression shall, unless repugnant to the context hereof, mean and include its successors and assigns).

**WHEREAS,** Tea Cozi has retained or may retain Vendor for the purpose of providing Tea Cozi with services and or the provision of goods, which may include, without limitation, analysis of information, evaluation of technology, development of deliverables and preparation of reports (which may be used both internally at Tea Cozi and submitted by Tea Cozi to third parties) for Tea Cozi (collectively, the “Deliverables”);

**WHEREAS,** in order to enable Vendor to provide the Deliverables, Tea Cozi has and may in the future disclose to Vendor confidential commercial and technical information of Tea Cozi, customers of Tea Cozi, vendors of Tea Cozi and others which, if disclosed to third parties, would expose \_\_\_\_\_\_\_\_\_\_\_\_\_ to risk and severely undermine Tea Cozi’s market position and competitiveness and otherwise damage Tea Cozi’s reputation; and

**WHEREAS,** Vendor has agreed that all information disclosed by Tea Cozi to Vendor, whether proprietary information of Tea Cozi or of its actual or prospective third-party service providers, vendors, business associates or customers, or whether or not specifically identified as confidential, will be kept confidential by Vendor and will not be disclosed to any third party without Tea Cozi’s prior written consent;

**NOW THEREFORE,** the parties hereby agree as follows:

”Information” is defined to mean any and all information communicated in writing, orally, by electronic or magnetic or any other media, by visual observation or by any other means, whether or not labelled as confidential, which is disclosed or otherwise provided by or on behalf or at the request of Tea Cozi or any Tea Cozi affiliated company, or any actual or prospective third-party service provider, vendor, business associate, counterpart, customer or potential customer of Tea Cozi, to Vendor, or to Vendor’s directors, officers, workers, servants, agents, sub-contractors, employees, representatives or related or affiliated companies. Without limiting the generality of the foregoing, “Information” shall be deemed to include but not be limited to any and all discoveries, ideas, concepts, documents, specifications, designs, software, marketing plans, equipment, data, methods, techniques, notes, customer information, financial information, projections, accounting or financial reports or data, business plans, analyses, forecasts, projections, processes and procedures, systems, computer programs, algorithms, software source documents, products, services, product or service development plans or product strategies, provider information, pricing, contract terms, intellectual property, trade secrets and know-how (whether or not such know-how can be patented or copyrighted). “Information” shall also be deemed to include (i) the Deliverables and (ii) all reports, analyses, studies, developments or other materials, whether prepared by Tea Cozi, Vendor or by others, that contain or are based upon any Information or that are prepared in connection with the Deliverables or otherwise in connection with the performance of services by Vendor to, for or on behalf of Tea Cozi. For the avoidance of doubt, “Information” shall include proprietary information of Tea Cozi that is observed, seen or heard while working or present at any \_\_\_\_\_\_\_\_\_\_\_\_\_ facility or at the facility of any Tea Cozi affiliate or any third party service provider, vendor, business associate, counterpart, customer or potential customer of Tea Cozi.

1. The existence and terms of this NDA, any other agreement between Tea Cozi and Vendor and the fact that the Deliverables are being provided shall be deemed Information and shall not be disclosed without the prior written consent of Tea Cozi.
2. Vendor agrees:
3. to treat all of the Information as absolutely secret and in the strictest confidence and to exercise the strictest degree of care in protecting the Information;
4. not to disclose or use or permit the disclosure or use of any of the Information for any purpose other than as expressly permitted under this NDA;
5. to restrict disclosure of the Information solely to its employee(s) (the ”Employees”) on a need to know basis and only to the extent necessary for each of them to perform their duties in connection with the Deliverable, and not to disclose information to any other person (including any related or affiliated company, agent, consultant, sub-service provider, or representative of Vendor) without the prior written agreement of Tea Cozi and any such affiliated company, agent, consultant or representative of Vendor which is agreed by Tea Cozi as aforesaid shall be deemed an Employee of Vendor for purposes hereof;
6. to inform those Employees who may need to have access to the Information that all such Information should be kept strictly confidential and to assure that each such Employee is bound by written confidentiality agreements (at least as protective as the terms hereof) prohibiting further disclosure of the Information whether during or after their employment with Vendor. In the event of any breach by any of the Employees of any undertakings as to non-disclosure of the Information, Vendor shall enforce such undertakings to the fullest extent of the law and at Vendor’s sole cost and expense;
7. to use the Information only in connection with supply of Deliverables and not to reproduce the Information except to the extent necessary for such purpose.
8. Information shall at all times be deemed the property of Tea Cozi and, within fifteen (15) days of delivery of a written request from Tea Cozi, Vendor shall return to Tea Cozi all Information or, subject to Tea Cozi’s specific written instructions, destroy any or all of such Information including any copies thereof.
9. Vendor shall not be obliged to keep confidential any Information which, as shown by documentary evidence:

a) was previously known to Vendor free of any obligation to keep it confidential and provided that upon disclosure thereof Vendor shall have brought such fact to the attention of \_\_\_\_\_\_\_\_\_\_\_\_\_ and shall have provided to \_\_\_\_\_\_\_\_\_\_\_\_\_ documentary evidence that such Information was in fact previously known to Vendor;

b) is or becomes publicly available by means other than unauthorized disclosure or by a breach of this NDA or any other agreement; or

c) is received from a third party whose disclosure does not violate any confidentiality obligation; or

d) is required to be disclosed pursuant to applicable Law or a court order, provided Vendor promptly notifies Tea Cozi in writing prior to such disclosure and uses all possible efforts to obtain a protective order and to otherwise limit such disclosure to the extent legally possible. Vendor warrants that it is not aware of any existing legal obligation to disclose information to any third party, including any government authority.

If only a portion of any Information falls under any of the above subsections, then only that portion of the Information shall be excluded from the restrictions imposed by this NDA.

5. Tea Cozi retains the right, in its sole discretion, to determine whether to disclose Information to Vendor, and disclosure of Information of any nature shall not obligate Tea Cozi to disclose any further Information. Vendor agrees that no obligation of any kind whatsoever with respect to entering into or otherwise completing any commercial transaction or arrangement is implied by virtue of this NDA. Vendor acknowledges and agrees that Tea Cozi will provide all Information on an “as is” basis, without any warranty whatsoever, whether express or implied, regarding its accuracy, completeness, non-infringement or otherwise.

6. All rights, title and interest in the Information remain vested in Tea Cozi and/or the relevant third-party. Nothing contained in this NDA shall be construed as granting or conferring to Vendor any rights by license or otherwise in any Information, or under any trademark, patent, copyright, mask work or any other intellectual property right in respect of the Information. Vendor agrees that any development and services performed by Vendor in the past for Tea Cozi and all future development and services (including, without limitation, the Deliverables) shall be considered “works made for hire” and all intellectual and industrial property rights and Information, whether or not subject to statutory protection, in or arising from such developments and/or services (including, without limitation, the right to create other works and products derivative therefrom) shall belong exclusively to Tea Cozi. Vendor shall assign to Tea Cozi all proprietary information related to such developments and services and all rights of ownership in such developments and services and all derivative works thereof, and all intellectual and industrial property rights therein, including without limitation all rights, if any, under patent, copyright, trademark, trade secret and other applicable law. Vendor hereby agrees to give Tea Cozi and any person designated by Tea Cozi all assistance reasonably required to perfect such rights. Vendor shall not assign, transfer, convey, license or otherwise dispose of, wholly or partially, any of its rights and obligations under this NDA except with the prior written consent of Tea Cozi.

7. This NDA shall be governed by, and construed in accordance with, the laws of India without regard to principles of conflict of laws. The parties hereto consent to and agree to submit to the exclusive jurisdiction of the courts of Delhi, India for any action or proceeding arising under or by reason of this NDA and to the venue of such action or proceeding in such courts.

1. This NDA shall become effective as of the date first written above (“Effective Date”). However, Vendor specifically agrees that this NDA shall cover all Information disclosed by or on behalf of Tea Cozi to Vendor whether before or after the Effective Date.
2. Vendor agrees that its obligations to maintain confidentiality under this NDA shall survive the termination or expiration of this NDA without any limitation of time.
3. Since unauthorized disclosure or use of Information will diminish the value of the proprietary interests that are the subject of this NDA, if Vendor breaches any of its obligations hereunder, Tea Cozi will, in addition to any other available remedies, be entitled to immediate equitable relief in any court of competent jurisdiction to protect its interests therein, including but not limited to injunctive relief.
4. This NDA (a) in conjunction with the Agreement constitute the entire understanding between the parties with respect to Information, (b) supersedes all prior agreements between the parties with respect the confidentiality obligations of Vendor to Tea Cozi regarding the Information, and (c) shall be binding upon Vendor with respect to any and all Information received by Vendor prior to and during the term of both the NDA and the Agreement. No amendment or modification of this NDA shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.
5. No failure or delay on the part of the parties hereto to exercise any right, power, or remedy under this NDA shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any rights, power or remedy operate as a waiver. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies provided by law.
6. Any notices under this NDA shall be in writing and shall be sufficiently communicated if delivered in person or by courier service, sent by facsimile (followed by the mailing of a hard copy by regular mail) or by registered mail, to the recipient at its address appearing above. Notices shall be deemed to have been received if delivered in person, on the same day; if sent by facsimile, 24 hours after transmission; or if sent by registered mail, five (5) days after deposit into the mail system.

Each party represents that it has caused this NDA dated as of the date first written above to be executed on its behalf by a representative empowered to bind that party with respect to the undertakings and obligations contained herein.

SIGNED AND DELIVERED by the ]

Within named Tea Cozi ]

through its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ]

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in the presence of: ]

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SIGNED AND DELIVERED by the ]

Within named Vendor ]

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through its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ]

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in the presence of: ]

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