

**AGREEMENT FOR THE PROTECTION OF INTELLECTUAL PROPERTY
RIGHTS**

FOR THE

MANUFACTURING, DISTRIBUTION, AND PROTECTION OF DESIGN LABELS

Between

SWETA CHANCHAL (“Label Designer”)

And

[WHITELISTED E-COMMERCE PLATFORMS]

And

OMNIJACK (ARTIFICIAL INTELLIGENCE SOFTWARE PROVIDER)

And

[WAREHOUSE MANAGERS]

This manufacturing, distribution, and intellectual property rights protection agreement (“**Agreement**”) is executed on 26th January in Bhopal, Madhya Pradesh, India.

BY AND BETWEEN:

Sweta Chanchal (*hereinafter referred to as, Designer*), an acclaimed fashion Designer based in India, owner of the fashion design labels “Alankrit”, “Sushobhit”, and “Vibhushit” (*hereinafter referred to as, Cloth Labels*)

AND

----- (“**E-commerce Platforms**”)

AND

----- (“**OmniJack**”)

AND

----- (“**Warehouse Managers**”)

The **Designer, E-commerce Platforms, OmniJack, and Warehouse Managers** are hereinafter, where the context so permits, each referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. The Designer owns fashion Cloth Labels – “Alankrit”, “Sushobhit”, and “Vibhushit”, and shall collaborate with E-commerce Platforms, OmniJack, and Warehouse Managers to sell clothes, protect the Designer's intellectual property rights (*hereinafter to be referred to as, IPR*), and ensure secure digital transactions and operations.
- B. The E-commerce Platforms (*hereinafter referred to as, E-commerce Platforms*) are authorized to exclusively sell the Designer’s clothes under the Cloth Labels while they are responsible for ensuring the protection of the Designer’s IPR.
- C. OmniJack is an Artificial Intelligence Software Provider, which is responsible for employing Artificial Intelligence (*hereinafter referred to as, AI*) driven solutions to identify counterfeit or unauthorized sales related to the Cloth Labels and ensure prompt reporting to the Designer and E-commerce Platforms.
- D. The Warehouse Managers are responsible for secure production, storage, and distribution and to ensure no unauthorized replication or leakage of the Designer’s Cloth Labels.

NOW THEREFORE, the Parties, in consideration of the representations, promises, and other valuable considerations, agree as follows to formulate a single comprehensive digital contract:

1. DEFINITIONS

- 1.1 **CounterScan** refers to an advanced AI system that detects counterfeit designs and deepfakes.
- 1.2 **Force Majeure** refers to any unforeseeable events beyond the affected party's reasonable control, including but not limited to acts of nature, war, riots, strikes, governmental actions, pandemic, or any other legally recognized force majeure event in India.
- 1.3 **InsightFlow** refers to an AI software that provides a digital interface to the Designer for analysing production orders, and inventory status.
- 1.4 **LeXAI** refers to an AI system that streamlines and automates legal paperwork by managing and organising documentation, reducing time and errors. It also helps in reporting of IPR violations.
- 1.5 **Products** refer to clothes produced under the Cloth Labels.
- 1.6 **RouteOpt** refers to an advanced AI system that optimizes manufacturing and shipping processes by real-time tracking.
- 1.7 **SecurePay** refers to a payment gateway, which is a digital service that facilitates secure online transactions by transferring payment information between users.
- 1.8 **SecureStorage.AI** refers to an AI software integrated into the Warehouse's operations to safeguard the Designer's intellectual property.

2. EXECUTION AND TERMINATION

- 2.1 This Agreement shall take effect and remain in force from the date of its signing, unless terminated by mutual written consent of the Parties, following a forty-five-day written notice period. In the event of default or failure by any Party to exercise due diligence or comply with legal obligations, the non-defaulting Party/Parties reserve the right to terminate this Agreement.

3. OBJECTIVE

- 3.1 To safeguard the Designer's IPR in the Cloth Labels, while facilitating secure transactions and operations across all the digital spaces involved during the production, sale, transportation, distribution and advertisement of the Cloth Labels.

4. ROLES AND RESPONSIBILITIES

- 4.1 The Parties shall adhere to their respective obligations as specified by this clause.

4.2 Designer

- 4.2.1 The Designer shall provide an exclusive catalogue of the Cloth Labels to the E-commerce Platforms.
- 4.2.2 The Designer shall retain sole ownership of all the IPR related to the Cloth Labels and also hold the right to initiate legal actions to protect the Designer's IPR.

4.3 E-commerce Platforms

- 4.3.1 E-commerce Platforms shall have exclusive rights to publish the Designer's catalogue and sell the products and shall be entitled to sue websites for unauthorized sales, asserting their exclusive rights to sell the Designer's products.
- 4.3.2 E-commerce Platforms shall ensure the integrity of the Designer's IPR and guard against unauthorized use, duplication, or manipulation of the Cloth Labels.
- 4.3.3 E-commerce Platforms shall facilitate secure and transparent transactions for all purchases, adhering to Indian legal and taxation requirements.

4.4 Artificial Intelligence Software Provider (*hereinafter referred to as, 'OmniJack'*)

- 4.4.1 OmniJack shall continuously scan the internet for any form of unauthorized use of the Designer's Cloth Labels and shall promptly notify the Designer and E-commerce Platforms about their unauthorized use.

4.5 Warehouse Managers

- 4.5.1 The Warehouse Managers shall initiate production only upon receiving a valid order from the E-commerce Platforms and to ensure no finished products remain in storage without valid shipping instructions.
- 4.5.2 The Warehouse Managers shall ensure no surplus or unauthorized production occurs and shall deploy security measures to prevent unauthorized replication of the Designer's Cloth Labels.

5. TECHNOLOGY INTEGRATION

5.1 Technology Integration for Shipping:

- 5.1.1 The Parties shall integrate tracking devices and utilise robotics technology to ensure precise and secure packaging to reduce wear and tear during shipping.
- 5.1.2 **RouteOpt** will promptly alert for route deviations, delays, or potential risks during shipment, prioritising climate-controlled transport to safeguard the products.

5.2 Technology Integration for Compliance:

- 5.2.1 The Parties shall integrate **LexAI** to automate legal paperwork of shipping and data protection. It shall minimise the likelihood of government-related loss or delays due to confiscation and provide necessary details for resolution.

5.3 Technology Integration for Quality Assurance:

- 5.3.1 The Parties also agree to integrate **InsightFlow** for an automated feedback loop, engaging in real-time interactions with users to promptly address customer concerns and minimize returns from perceived poor quality or dissatisfaction.

5.3.2 The Parties agree to use smart cameras and scanners for real-time quality checks of the products' manufacturing process to minimise wastage and returns.

5.4 The Manufacturer shall bear all costs associated with utilising the integrated technologies outlined in **ANNEXURE-A**. Integration shall be achieved through collaboration with third-party providers responsible for requisite integration, and updates as elaborated in **ANNEXURE-A**.

5.5 The Parties commit to continuously monitor the effectiveness of these technological enhancements. Any additional technologies that emerge may be integrated if necessary.

6. PAYMENT

6.1 Unless otherwise agreed, all payments shall be made within thirty days of receipt of the order. The mode of payment shall be through the UPI ID or QR code shared between the Parties. If any amount is overdue, interest shall be applicable on such overdue amount at 7 % p.a.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All data rights, including but not limited to any information generated in the course of this Agreement, including all rights in formulae, designs, trademarks, trademark applications, trade names, confidential information, trade secrets, industrial designs, and know-how, shall remain the Designer's absolute property during and after the term of this Agreement.

7.2 Any offline sale or sale on unauthorized platforms constitutes IPR infringement, classified as illegal and actionable under laws provided in the **ANNEXURE-C**.

8. DATA PRIVACY AND CONFIDENTIALITY

8.1 The Parties shall implement robust security measures, including encryption, restricted access controls, and industry-standard practices, to safeguard the data from unauthorised access, disclosure, or alteration, thereby safeguarding their right to privacy. The Parties shall adhere to the relevant privacy laws as outlined in **ANNEXURE-C**.

8.2 All Parties involved in assisting to achieve the goals outlined in this Agreement, including third-party collaborators, hereby commit to maintaining strict confidentiality. Such obligations shall endure beyond the termination of this Agreement.

8.3 Any breach or suspected breach of privacy or confidentiality shall be immediately reported to the Designer, and all necessary measures shall be taken to mitigate and prevent the same.

8.4 Upon the termination of this Agreement, all Parties shall destroy any data obtained during the execution in a manner compliant with data protection laws as outlined in **ANNEXURE-C**.

9. INDEPENDENCE AND INDEMNIFICATION

9.1 The Designer, E-commerce Platforms, OmniJack and Warehouse Managers explicitly agree that their engagements and transactions are independent of any partnership, association, joint venture, or counterpart relationship with each other and are solely limited to the scope defined within this Agreement.

9.2 The Designer shall not be held responsible for the independent actions, omissions, or liabilities arising from the activities of E-commerce Platforms, OmniJack or Warehouse Managers in their individual capacities.

10. FORCE MAJEURE

10.1 If a Force Majeure event occurs, the affected Party's obligations shall be temporarily suspended, except for shipments of products already in transit, which must be accepted and paid for. The affected Party must promptly notify all other Parties in writing, detailing the event's nature, impact, and expected duration. The Parties shall collaborate in good faith to minimize the impact and resume operations promptly. If the event persists, timelines may be mutually extended in proportion to its duration. In case of prolonged hindrance, any Party may terminate the Agreement with written notice, without affecting obligations accrued prior to termination.

11. DISPUTE RESOLUTION

11.1 Any dispute arising out of or in connection with this Agreement shall be resolved through arbitration, in accordance with Indian law and provisions specified in **ANNEXURE-C, Clause 10**.

12. MISCELLANEOUS

12.1 This Agreement may be amended, modified, or supplemented only through mutual written consent and agreement by all Parties. Any amendments shall be documented in writing and duly signed by authorised representatives of the Parties.

12.2 The Designer, E-commerce Platforms, OmniJack and Warehouse Managers shall endeavour to contribute positively to society, considering environmental sustainability, community welfare, and ethical business practices as integral components of their operations.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hand on the day and year first hereinabove written.

DIGITALLY SIGNED

by

SWETA CHANCHAL

DIGITALLY SIGNED

for and on behalf of

E-commerce Platforms

through its authorised signatory

Name:

Designation:

DIGITALLY SIGNED

for and on behalf of

OmniJack

through its authorised signatory

Name:

Designation:

DIGITALLY SIGNED

for and on behalf of

Warehouse Managers

through its authorised signatory

Name:

Designation:

ANNEXURE A
**TECHNOLOGY INTEGRATION AND INTELLECTUAL PROPERTY RIGHTS
PROTECTION**

1. Implementation:

- 1.1 The Parties herein acknowledge and unanimously agree to implement innovative technologies, namely AI, Data Science, and devices with advanced technology, to revolutionise and optimise various facets of the clothes supply chain operations as per the clauses of this **ANNEXURE**. This integration aims to enhance efficiency, accuracy, and compliance with Indian legal requirements concerning the Designer clothes manufacturing and distribution processes.
- 1.2 All the systems will be digitally interconnected, allowing for real-time monitoring, alerting, and enforcement of intellectual property rights violations. By integrating advanced technologies such as AI software for counterfeit detection, IoT-based tracking, and blockchain for transaction verification, the Parties aim to create a highly secure and efficient operational framework that fosters trust, reduces manual errors, and enhances the overall security of the Designer's intellectual property.

2. Utilization of Artificial Intelligence:

- 2.1 The Parties shall deploy AI-driven algorithms and systems, namely **CounterScanAI**, **InsightFlowAI**, **LeXAI**, **SecureStorage.AI**, **RouteOpt**, and **SecurePay** to enhance the efficiency of the business.
- 2.2 **CounterScan AI** is an AI-powered software acting as a vigilant guardian for the Designer's IPR. Using machine learning it continuously scans the internet and identifies any unauthorized listings, deepfakes or sales of the Designer's products on non-whitelisted platforms.
- 2.3 **CounterScan AI** instantly notifies the Designer and E-commerce Platforms of any of the above infringements. This proactive monitoring will not only prevent the distribution of counterfeit products but also empower legal actions to be swiftly taken against infringing parties. It analyses product images, descriptions, and even metadata to ensure authenticity, blocking any suspicious listings from going live.
- 2.4 **CounterScanAI** embeds invisible watermarks or unique identifiers in the Designer's product images and designs. These are hard to detect or remove without compromising the design's quality.
- 2.5 **CounterScanAI** actively monitors competitors and large E-commerce Platforms (e.g., Amazon, eBay, Flipkart, Mytra) for identical or similar designs. It uses tools like

Brandwatch, Mention, or Hootsuite to track how designs are being shared or modified on social media.

2.6 **InsightFlow AI** is a technological solution provided to the Designer and E-commerce Platforms to manage product listings, production orders, and inventory status on E-commerce Platforms. Additionally, it facilitates the reporting of IPR violations. It uses Reverse Image Search using tools like Google Images, TinEye, or other specialized software to find copies of designs used elsewhere.

2.7 **LeXAI** is an advanced AI system that streamlines and automates legal paperwork by managing and organising documentation, reducing time and errors.

2.8 **RouteOpt** is an advanced AI system that optimizes manufacturing and shipping processes by real-time tracking. This tool allows voice, gesture, and manual inputs to facilitate seamless operation. It automates real-time user interactions, promptly addresses customer concerns, and reduces returns due to dissatisfaction.

2.9 **RouteOpt** sends immediate notifications to all the relevant parties in case of deviations from the prescribed timeline.

2.10 **SecurePay** is an AI system which authenticates transactions, detects fraudulent activities, encrypts sensitive data, and monitors suspicious activities in real-time to ensure secure payment processing.

2.11 **SecureStorage.AI** is an AI software integrated into the Warehouse's operations to safeguard the Designer's intellectual property. It stores designs on a blockchain, each design gets a timestamped and tamper-proof record.

3. **Smart Device Integration:** The Parties hereby commit to the comprehensive implementation of an array of Smart Devices equipped with advanced voice and gesture recognition capabilities. These Smart Devices shall encompass a diverse range, including but not limited to Internet of Things (*hereinafter referred to as*, IoT) Sensors and Trackers, Voice-Enabled Assistants, Gesture-Controlled Interfaces, RFID/NFC Tags, and Smart Cameras and Scanners.

3.1 **IoT Sensors and Trackers:** These devices shall provide real-time data on the location, condition, and movement of products throughout the supply chain, enabling precise tracking and monitoring.

3.2 **Voice-Enabled Assistants:** Voice-enabled assistants will be integrated into the operational systems of both the warehouse and E-commerce Platforms. These assistants will allow warehouse Managers and platform operators to execute tasks hands-free, from processing orders to updating inventory levels, all while ensuring accuracy. By

responding to natural language commands, these assistants will enable quick and efficient management of the supply chain, reducing the chances of error and improving operational speed.

3.3 Gesture-Controlled Interfaces: Gesture-controlled interfaces will be employed within the warehouse to enhance the efficiency of order processing and inventory management. Warehouse personnel will be able to navigate digital systems, check inventory levels, and process orders with simple hand gestures, minimizing physical contact and speeding up the workflow. This technology will ensure seamless and secure handling of the Designer's products, reducing the chances of errors or unauthorized access.

3.4 Smart Cameras and Scanners: Smart cameras and barcode scanners will be used for secure monitoring during the manufacturing, storage, and shipping processes. Equipped with advanced image recognition software, these devices will identify products and validate their authenticity at every step. They will also capture high-resolution images for documentation and prevent the risk of counterfeiting by ensuring that only approved items are processed and shipped.

4. Continuous Technological Advancements and Adaptation:

4.1 The Parties agree to continuously enhance and update the technological infrastructure to adapt to emerging trends and threats in the digital and physical spaces. This includes regular updates to the AI algorithms, IoT systems, and security protocols to stay ahead of counterfeiters and unauthorized sellers. Additionally, advancements in blockchain technology will be explored to further enhance transparency and traceability of all transactions related to the Designer's products, ensuring long-term protection of intellectual property rights.

5. Command-Based Operation and Functionality:

5.1 Command-based systems, including voice and gesture controls, will be employed across the operational environment to streamline functions such as order placement, inventory management, and transaction processing. These systems will be integrated with the broader infrastructure, allowing all parties to execute commands quickly and efficiently, with minimal risk of errors. The use of smart devices and AI will enable each Party to operate in a seamless, hands-free manner, enhancing both productivity and security.

6. Data Security and Confidentiality Measures:

6.1 To ensure the confidentiality and integrity of all data associated with the Designer's intellectual property, transactions, and customer information, the Parties will implement state-of-the-art encryption technologies. All data exchanged between the E-commerce

Platforms, warehouse, AI systems, and any third-party service providers will be encrypted in transit and at rest. Access to sensitive information will be strictly controlled using multi-factor authentication and role-based access protocols, ensuring that only authorized personnel can view or modify critical data.

6.2 Warehouse Managers and E-commerce Platforms shall be required to ensure all employees, contractors, and vendors involved in the production and handling process sign Non-Disclosure Agreements.

6.3 Access Control: The warehouse Managers shall implement a "need-to-know" policy. Only authorized personnel should have access to the designs or materials.

6.4 Segregated Areas: The warehouse Managers shall store sensitive designs or prototypes in restricted-access zones within the warehouse.

6.5 Device Policy: The warehouse Managers shall ban personal smartphones, cameras, and other recording devices in sensitive areas.

6.6 CCTV Cameras: Warehouse Managers shall install surveillance cameras in critical areas to monitor handling and storage activities.

6.7 Secure Packaging: The warehouse Managers shall use tamper-evident seals and packaging for materials containing sensitive designs.

6.8 Limit Outsourcing: If feasible, the Warehouse Managers shall keep production and handling processes in-house to reduce the risk of leaks through third-party vendors and shall work only with vetted and reliable manufacturing or logistics partners.

6.9 E-commerce Platforms shall encrypt digital versions of the designs and control access through password-protected systems or secure cloud platforms and shall use invisible watermarks to track digital copies and identify unauthorized sharing.

7. Training and Support:

7.1 The Parties will provide ongoing training and support to all personnel involved in the execution of this agreement. This training will cover the effective use of the technological systems, including the AI software, smart devices, and security measures in place. Furthermore, technical support will be available around the clock to address any issues or concerns that may arise during the course of operations. This will ensure that all systems run smoothly and that the Designer's IPR remains protected at all times.

8. Legal Compliance:

8.1 The technological initiatives and operations outlined herein shall meticulously abide by the legislative norms and regulatory frameworks governing technological integrations, data utilisation, and commercial transactions within the jurisdiction of India.

ANNEXURE-B
DUE DILIGENCE

A. DESIGNER

1. **Responsibilities:** The Designer commits to perform due diligence in creating Cloth Labels and ensuring compliance with all legal, environmental, and taxation norms pertaining to the registration of designs under the applicable legislations in accordance with the ANNEXURE-C.
2. **Risk Mitigation and Quality Assurance:** The Designer shall review the AI-driven quality control mechanisms deployed by the Warehouse Managers and E-commerce Platforms to monitor the production, distribution, advertisement and sales of products. These mechanisms shall detect potential counterfeits or alterations in real time. Regular reviews will evaluate the AI system's efficiency in safeguarding IPR and ensuring product authenticity.
3. **Monitoring and Inspection:** The Designer shall review the implementation of strict inspection protocols at all stages of the production and distribution chain to prevent IPR violations or unauthorized replication. These protocols shall include periodic batch testing for design integrity, randomised inspections of inventory stored at warehouses and the use of blockchain-based digital tracking for tracing product authenticity from production to end-customer delivery.
4. **Feedback Loop:** The Designer, in collaboration with E-commerce Platforms, Warehouse Managers, and OmniJack shall integrate **InsightFlow** to establish an automated feedback loop. Feedback gathered will drive continuous improvement initiatives to address quality issues, enhance product features, and align with market demands efficiently, ensuring customer satisfaction.

B. E-COMMERCE PLATFORMS

5. **Responsibilities:** E-commerce Platforms shall exclusively host and sell the Designer's products, ensuring all listings comply with the quality standards of the Indian fashion industry. They must maintain accurate, real-time inventory updates and promptly address counterfeit or infringing listings. Platforms shall actively collaborate with the Designer and OmniJack to detect and resolve IPR violations while ensuring adherence to applicable laws as defined in the ANNEXURE-C.
6. **Risk Mitigation and Quality Assurance:** Platforms shall integrate **RouteOpt** to optimize shipping routes and delivery timelines and **SecurePay** to authenticate transactions, encrypt

sensitive data, detect fraud, and ensure secure payment processing in real time. Regular security checks and audits must be conducted to identify and mitigate operational risks, safeguarding platform integrity and protecting customer data.

7. **Feedback Loop and Continuous Improvement:** Platforms shall utilize **InsightFlow** to gather real-time customer feedback on product quality, shipping, and service experience, sharing these insights with the Designer and Warehouse Managers. Feedback shall be analysed to address quality concerns, enhance supply chain efficiency, and drive continuous improvement initiatives, ensuring operational excellence and customer satisfaction.

C. ARTIFICIAL INTELLIGENCE SOFTWARE PROVIDER

8. Responsibilities

The AI software provider shall deliver and maintain advanced tools to monitor online platforms for counterfeit designs and unauthorized sales. They must ensure timely detection, reporting, and resolution of IPRS violations and share actionable insights with the Designer and E-commerce Platforms. The provider shall also ensure seamless integration of its systems with all parties involved to enhance operational efficiency.

9. Risk Mitigation and Quality Assurance

The provider shall deploy **CounterScan** to monitor for counterfeit designs and unauthorized listings in real time, while **LeXAI** will streamline legal documentation by automating paperwork, reducing errors, and ensuring compliance. Regular updates and security audits will be conducted to maintain system integrity and operational accuracy.

10. **Training and Support:** The provider shall offer training sessions to all parties on utilizing tools that are deployed to ensure an efficient system. These sessions will include personalized content delivery, real-time feedback, and resources to address operational queries, ensuring optimal functionality and user proficiency.

D. WAREHOUSE OWNER/ MANAGERS

11. **Responsibilities:** Warehouse Managers shall ensure secure storage, handling, and shipping of the Designer's products, initiating production and fulfilment only upon receiving valid orders. They must safeguard the Designer's intellectual property by preventing unauthorized replication, access, or leakage of designs during the storage and handling processes, adhering strictly to the agreed-upon protocols.
12. **Risk Mitigation and Quality Assurance:** The Warehouse Managers shall integrate **SecureStorage.AI** to protect the Designer's intellectual property by monitoring storage

facilities, detecting unauthorized access attempts, and ensuring compliance with security protocols. Periodic inspections and AI-driven audits will be conducted to minimize risks, ensure secure handling, and maintain the integrity of the products throughout the supply chain.

- 13. Feedback Loop and Continuous Improvement:** The warehouse shall use **InsightFlow** to establish a feedback mechanism, collecting insights from E-commerce Platforms, the Designer, and customers to identify operational inefficiencies and address quality concerns. Feedback will drive improvements in storage practices, order handling, and security measures to meet market demands and enhance overall customer satisfaction.

E. COLLECTIVE DUE DILIGENCE

- 14. Risk Mitigation and Quality Assurance:** The Parties shall conduct periodic risk assessments to identify potential risks associated with shipping, storage, and other operational stages related to the Designer's products. Data collected through AI systems like *CounterScan*, *RouteOpt*, and *SecureStorage.AI* will be utilized to effectively analyse and address these risks. Mitigation plans will be designed based on this analysis, ensuring that proactive measures are implemented to minimize disruptions, safeguard intellectual property, and maintain the integrity of the supply chain.

15. Training and Knowledge Sharing:

15.1 The Parties agree to share industry insights, market trends, and product information to facilitate better decision-making and improved customer satisfaction. Collaborative forums will be established periodically through digital platforms where all Parties can exchange experiences, best practices, and ideas for improving the efficiency and effectiveness of the Designer's operations. Real-time information exchange through these AI-powered platforms will enable continuous improvement across all stages of the Designer's supply chain, from production to delivery.

15.2 Before sharing any data with third parties, the Parties will conduct due diligence to ensure that the third party meets the data protection standards as mandated under **ANNEXURE-C**.

15.3 Record Keeping and Reporting:

15.3.1 The Parties shall maintain accurate records of transactions, including orders, shipments, quality complaints, and inventory levels, using *LeXAI* to generate and automate documentation. These records will be preserved in compliance with regulatory requirements in accordance with **ANNEXURE-C**.

15.3.2 The Parties will submit periodic reports detailing sales figures, inventory status, quality issues, and feedback received. These reports will be generated through the AI applications and submitted within the agreed timelines to ensure that any arising issues are promptly addressed and resolved to facilitate effective decision-making and ongoing monitoring of the supply chain

F. OBLIGATIONS OF THE DESIGNER AND E-COMMERCE PLATFORMS

<u>OBLIGATIONS OF THE DESIGNER</u>	<u>OBLIGATIONS OF THE E-COMMERCE PLATFORMS</u>
1. The Designer shall provide accurate and detailed descriptions, images, and specifications for Cloth Labels.	1. The E-commerce Platforms shall ensure that the Designer's catalogue is exclusively listed and products are sold as per the terms of this Agreement.
2. The Designer shall ensure all products are properly branded and labelled with the relevant trademarks to establish authenticity.	2. The E-commerce Platforms shall implement advanced software and security measures to prevent unauthorized duplication, downloads, or manipulation of the Designer's designs.
3. The Designer shall review the listings on the E-commerce Platforms at intervals of a period of two months each to identify unauthorized modifications or inaccuracies.	3. The E-commerce Platforms shall notify the Designer promptly of any suspected intellectual property infringements or unauthorized use of the designs.
4. The Designer shall cooperate with the E-commerce Platforms in cases of suspected intellectual property	4. The E-commerce Platforms shall ensure that all design-related data provided by the Designer is stored and

infringements, including providing necessary documentation and assistance for legal action.	handled securely to prevent unauthorized access or breaches.
5. The Designer shall share all design-related data and materials with the E-commerce Platforms through secure channels and shall provide explicit terms defining the scope of the E-commerce Platforms' rights to market, display, and sell the designs.	5. The E-commerce Platforms shall display the Designer's products with accuracy and fidelity, with no unauthorized alterations or misrepresentations.
	6. The E-commerce Platforms shall actively monitor the market to detect unauthorized sales of the Designer's products and take prompt action, including initiating legal proceedings, where necessary.

G. RESTRICTIONS ON THE DESIGNER AND E-COMMERCE PLATFORMS

<u>RESTRICTIONS ON THE DESIGNER</u>	<u>RESTRICTIONS ON THE E-COMMERCE PLATFORMS</u>
1. The Designer shall not disclose unprotected or draft designs to the E-commerce Platforms or third parties without prior agreement or adequate protection including watermarking.	1. The E-commerce Platforms shall not modify product descriptions, images, or branding of the Designer's catalogue without prior written consent.
2. The Designer shall not enter into agreements with competing platforms	2. The E-commerce Platforms shall not permit third-party sellers to list or sell

that conflict with the exclusivity granted under this Agreement.	the Designer's products without the Designer's explicit written authorization.
	3. The E-commerce Platforms shall not disregard customer complaints or disputes related to the Designer's products that could impact the Designer's reputation.
	4. The E-commerce Platforms shall not disclose or share the Designer's product data, designs, or proprietary information with any third parties without prior written approval, except as necessary for fulfilling obligations under this Agreement.

ANNEXURE- C
LEGAL COMPLIANCE

1. Intellectual Property Rights:

- 1.1 The Designer shall register every design created by her under the Designs Act, 2000 and shall renew it in accordance with this act.
- 1.2 The Designer shall register her labels “Alankrit”, “Sushobhit”, and “Vibhushit” as having one trademark or different trademarks under the Trademarks Act, 1999 and shall renew it in accordance with this act.
- 1.3 If any unauthorized legal person infringes upon the IPR of any of the parties then, such party shall challenge such act in accordance with the provisions of the Information Technology Act, 2000, Trade Marks Act, 1999, the Consumer Protection (E-Commerce) Rules, 2020 and any other applicable laws.
- 1.4 If any entity registered in the United States of America infringes upon the rights of the Designer or E-commerce Platforms, then the E-commerce Platforms shall be obligated to send a notice under the Digital Millennium Copyright Act, 1988 to such company.
- 1.5 The parties shall comply with the Trade-Related Aspects of Intellectual Property Rights (TRIPS) agreement of the World Trade Organization.

2. Manufacturing Compliance: The Warehouse Managers shall ensure compliance with all responsibilities arising out of the procurement of raw materials, factory operation, product manufacturing, and taxation.

2.1 Environmental Compliance:

- 2.1.1 The Warehouse Managers shall comply with all applicable environmental laws and regulations, including but not limited to:
 - a) The Air (Prevention and Control of Pollution) Act, 1981
 - b) The Water (Prevention and Control of Pollution) Act, 1974
 - c) The Environment (Protection) Act, 1986
 - d) The Hazardous Waste (Management, Handling & Transboundary Movement) Rules, 2016
 - e) The Solid Waste Management Rules, 2016
- 2.1.2 The Warehouse Managers shall obtain all necessary environmental permits and authorizations from the State Pollution Control Board of the particular state where the warehouse and manufacturing plant is situated before commencement of work.

2.1.3 The Warehouse Managers shall implement and maintain effective pollution control measures to minimize air and water emissions and to manage hazardous and solid waste in accordance with applicable regulations.

2.1.4 The Warehouse Managers shall regularly monitor and report its environmental performance to the respective State Pollution Control Board.

2.2 Forest and Wildlife Conservation:

2.2.1 The Warehouse Managers shall comply with the Forest (Conservation) Act, 1980 and similar legislation applicable to a particular state where the warehouse and manufacturing plant is situated. And shall not engage in any activities that cause deforestation or harm to wildlife habitats.

2.2.2 The Warehouse Managers shall source raw materials, such as fabric, from legal and sustainable sources.

2.2.3 The Warehouse Managers shall implement measures to protect wildlife and minimize its impact on the environment.

3. Storage Compliance: The Warehouse Managers shall ensure compliance with all responsibilities arising out of the storage of products at warehouses, as stipulated by the Warehousing (Development and Regulation) Act, 2007 and any other related guidelines, and the circulation of clothes through different modes of transport namely, road, rail, and air.

4. Shipping Compliance: The Parties shall ensure accurate and complete documentation, including invoices, packing lists, and shipping manifests, complying with customs and trade regulations. All shipments from the factory location to different parts of India shall adhere to the documentation requirements as stipulated by the Multimodal Transportation of Goods Act, 1993, the Customs Act, 1962 and any other relevant international regulation in addition to the prevailing regulations in India.

5. Data Protection:

5.1 The Parties acknowledge the significance of data protection and privacy and commit to complying with the applicable laws, including the Digital Personal Data Protection Act, 2023, and any subsequent rules framed by the Central Government, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and the relevant sections under the Information Technology Act, 2000, Digital Personal Data Protection Rules 2025, and any rules framed thereafter.

5.1.1 The Parties shall ensure that all data collection, processing, and storage activities conducted under this Agreement adhere to the principles of legality, fairness, and transparency. Personal data shall be collected for specified, explicit, and legitimate purposes, and only the necessary data relevant to the objectives outlined in this Agreement shall be processed.

5.1.2 The Parties shall implement reasonable security practices and procedures to protect the collected data from unauthorised access, disclosure, alteration, and destruction. Measures shall be in accordance with the requirements specified under the applicable data protection laws and rules.

5.2 The Parties shall implement and maintain the necessary controls and practices specified in ISO/IEC 27001:2022 to ensure the confidentiality, integrity, and availability of information and data processed under this Agreement.

5.3 In instances where the Parties engage third parties to handle or process data on their behalf, they shall ensure that the third parties comply with robust data protection measures as outlined in this Clause. The Parties shall contractually bind third parties to adhere to the applicable data protection laws, regulations, and the standards specified in this **ANNEXURE**.

5.4 In the event of a data breach, the affected Party shall promptly notify the other Parties, outlining the nature of the breach, the categories of data affected, and the remedial measures taken. Such notifications shall be made in accordance with the timelines prescribed by the applicable laws.

6. AI-related Compliance: All the parties shall ensure compliance with the AI-related guidelines or policies passed by the government of India to regulate their respective domain of functioning. The parties shall comply with Principles of Responsible AI released by the NITI Aayog in February 2021, Government Advisory on AI and Large Language Models issued Ministry of Electronics and Information Security in March 2024 and any rules, guidelines or policy framed thereafter.

7. Consumer Protection: All the parties shall ensure compliance with the Consumer Protection Act, 2019 and Consumer Protection (E-Commerce) Rules, 2020

8. Regulatory Updates: The Parties shall stay updated, communicate, and timely implement all relevant regulatory updates and changes affecting the shipping, and data protection outlined in this **ANNEXURE**. This includes, but is not limited to, updates in national and international laws, regulations, and industry standards pertaining to the aforementioned.

- 9. Liability for Non-Compliance:** If any Party fails to comply with any of the legal compliances outlined in this ANNEXURE, the affected Party shall hold the defaulting Party liable for any legal liabilities that may arise. This includes, but is not limited to, fines, penalties, and legal actions initiated by the relevant authorities.
- 10. Dispute Resolution:** In the event of any dispute between the Parties arising out of or in connection with this Agreement, it shall be governed by and construed in accordance with the substantive laws of India. The dispute shall first be referred to arbitration with the seat in Bhopal, Madhya Pradesh, under the arbitration laws of India. The Tribunal shall consist of one arbitrator appointed by mutual agreement between the parties. The parties shall bear their own costs, including legal fees unless determined otherwise by the arbitral tribunal.
- 11. Governing Law:** This ANNEXURE shall be governed in accordance with the laws of the Republic of India.