

## **General Terms and Conditions**

**(As applicable to the Agreement with consultants)**

### **1. DEFINITIONS**

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

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

**Company** shall mean **Trident Limited** or "**Trident**" having its Registered Office at Trident Group, Sanghera - 148 101, Barnala, Punjab

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

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

### **2. Applicability**

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

### **3. LIABILITY/DAMAGES**

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

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

### **4. INDEMNIFICATION**

The consultant agree to indemnify the Company, its employees, officers, from and against all actions, suits, claims, damages, proceedings, investigations, liabilities or judgments (Collectively

claims) and any and all losses, damages, costs, charges and expenses (Collectively losses and including all costs, expenses and fees connected with investigation, preparation, and defending of any claim) of whatever nature and whatever jurisdiction and which referred to this contract or role of the consultant in connection with this Contract. The consultant shall fully indemnify the Company against any losses, claim, damages or liability on account of its role under this contract. For the purpose of this clause consultant includes his agents, associates, employees, servants, sub-contractors.

#### **5. THIRD PARTY LIABILITY**

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

#### **6. CONFIDENTIALITY AND SECURITY**

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

The obligations shall not apply to information which:

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

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

Without prejudice to any existing contractual arrangements between the Parties, the Consultant shall treat all personal data of Company as strictly confidential and it shall inform all its employees, agents and/or approved sub-processors engaged in processing the personal data of the Company of the confidential nature of the personal data. The Consultant shall ensure that all such persons or parties have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality, or are under an appropriate statutory obligation of confidentiality. The Consultant shall implement appropriate technical and organizational measures to ensure a level of security of the processing of personal data appropriate to the risk. These measures shall include as appropriate:

- (a) Measures to ensure that the personal data can be accessed only by authorized personnel for the defined purposes and as per the Scope as agreed in Service Agreement signed between the parties
- (b) The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
- (c) A process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of personal data
- (d) Measures to identify vulnerabilities regarding processing of personal data in systems which are used to provide services to Company

#### **Right to Audit**

At the request of Company, the Consultant, shall demonstrate the measures it has taken pursuant and shall allow Company to audit and test such measures. The Consultant shall cooperate with such audits carried out by or on behalf of Company and shall grant Company's auditors' reasonable access to any premises and devices involved with the Processing of the personal data. The Consultant shall provide Company and/or Company's auditors with access to any information relating to the Processing of the Personal data as may be reasonably required by Company to ascertain the Consultant's compliance with this Agreements.

#### **Retention and Destruction of personal data**

The Consultant shall retain the personal data in line with Company's retention policy. Upon termination of this Agreements, upon Company's written request, or upon fulfillment of all purposes agreed in the context of the Services whereby no further processing is required, the Consultant shall, at the discretion of Company, either delete, destroy or return all personal data to Company and destroy or return any existing copies.

### **Data Transfers**

The Consultant shall immediately notify Company of any (planned) permanent or temporary transfers of personal data to a country outside of India and shall only perform such a (planned) transfer after obtaining authorization from Company, which may be refused at its own discretion.

### **Information Obligations and Incident Management**

When the Consultant becomes aware of an incident that impacts the processing of personal data that is under the purview of services agreement, it shall notify Company about the incident within 72 hours, shall at all times cooperate with Company, and shall follow Company's instructions with regard to such incidents, in order to enable Company to perform a thorough investigation into the incident, to formulate a correct response.

### **Contracting with Sub-Processors**

The Consultant shall not subcontract any of its Service-related activities consisting of (partly) of the processing of the personal data or requiring personal data to be processed by any third party without the prior written authorization of Company. The Consultant shall ensure that the sub-processor is bound by the same data protection obligations as of the Consultant under this Agreements, shall supervise compliance thereof, and must impose on its sub-processors the obligation to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of Agreements. Company may request the Consultant to either audit third-party sub processor or provide confirmation that such an audit has occurred to ensure compliance with its obligations imposed by the Consultant in conformity with this Agreement.

## **7. RELATIONSHIP BETWEEN THE CONSULTANT AND THE COMPANY**

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

## **8. SEVERABILITY**

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

## **9. FORCE MAEJURE**

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

## **10. ASSIGNMENT**

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

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

## **11. AMENDMENT**

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

## **12. TERMINATION**

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

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

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

### **13. NOTICES**

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

### **14. CONFLICT OF INTEREST**

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

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

### **15. PROPRIETARY AND RELATED RIGHTS**

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

### **16. WAIVER OF RIGHTS**

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

### **17. PREVENTION OF BRIBERY**

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

## **18. PROHIBITION OF INSIDER TRADING**

The Consultant or his relatives, associates, employees, agents and/ or sub- consultants shall not trade, directly or indirectly, in the shares of the Company during the currency of this agreement or during six months post expiry of this agreement.

## **19. Entire Agreement:**

This Agreement (including the applicable Undertaking document agreed by the Consultant) constitutes the entire agreement between the parties with regard to the subject matter contained herein and supersedes all contracts, agreements, promises, oral or written communications, clickwraps, and understandings between the Company and the Consultant with regard to the subject matter hereof, made prior to the execution of this Contract. Any amendment to this Agreement shall be mutually agreed and executed by both parties in writing.

## **20. Limitations**

Notwithstanding anything contained under the Agreement (including the CONS GTC), the liability of the Company arising out of the Agreement shall always be subject to the Articles of Association (“AOA”) of the Company including the limitations as contained in Article 189 of the AOA of the Company (available on the website of the Company at [https://assets.tridentindia.com/MOA\\_AOA\\_Trident\\_Limited\\_2023\\_08\\_12\\_cac439e848.pdf](https://assets.tridentindia.com/MOA_AOA_Trident_Limited_2023_08_12_cac439e848.pdf))

Notwithstanding anything contained in the Articles of Association or otherwise, the indemnity obligations, if any, of Trident shall not exceed the value of Agreement.

## **21. Governing Law**

The Agreement shall be governed by the applicable laws of India. The Parties shall follow the dispute resolution mechanism as provided in Article 189 of the AOA of the Company.