

Master Services Agreement

This Master Services Agreement (the "**Agreement**") is executed on July 10, 2024 as by and between Infocepts Technologies Private Limited, which expression shall, unless repugnant to or inconsistent with the context, mean and include any successors or assigns, with its Business Office at: First and Second Floor, SP InfoCity, Plot No 2 Sector 11, Dahegaon, MIHAN, Nagpur, Maharashtra, India, 441108 including its subsidiaries and Affiliates ("**Infocepts**") and Travel Food Services Pvt. Ltd. with its principal place of business at Shiv Sagar Estate, Block 1-A, 1st Floor, Worli Point,, Mumbai, Maharashtra, India, 400018 ("**Client**"). Infocepts and Client will collectively be referred as "**Parties**" and individually as a "**Party**".

Whereas Infocepts is engaged in the business of providing professional IT services in information management, business analytics, big data, business intelligence etc.

Whereas Client is engaged in the business of operating F&B outlets and lounges at airports, highways etc.;

And whereas, Client intends to engage Infocepts to perform certain Services (as defined below), and/or to deliver to Client related Deliverables (as defined below) and other materials as described in applicable Statement of Work.

1. DEFINITIONS

- 1.1. **Statement of Work.** (SOW) shall mean the document which contains the purpose, scope of Services, commercial terms and other engagement specific information/requirements, through which Client orders professional services from Infocepts and which is to be executed between Parties pursuant to the terms of the Agreement.
- 1.2. **Affiliate.** means, with respect to any entity, any other entity that owns or controls, is owned or controlled by, or is under common ownership or control with such entity.
- 1.3. **Associates.** means the resources, employees, consultants and subcontractors of Infocepts deployed on the Client's project for providing Services.
- 1.4. **Deliverables.** means deliveries including products, software, codes, drawings, and data, to be provided by the Infocepts as part of the Services under the applicable SOW. In case of Services performed on a milestone basis, Deliverables shall be specifically described in the SOW.
- 1.5. **Effective Date:** means July 10, 2024
- 1.6. **Force Majeure.** Means any event
 - (a) which adversely prevents the performance of any of the affected Party's obligations or part thereof under this Agreement;
 - (b) which occurs not due to the fault or negligence of the affected Party and/or could not have been prevented by the exercise of reasonable diligence by the affected Party;

- (c) which, having arisen, the affected Party could not have prevented or reasonably overcome with exercise of reasonable skill and care;
- (d) which is beyond the affected Party's control (but not including lack of financial resources or arrangements that a prudent and reasonable party performing obligations similar to the obligations under this Agreement would have foreseen); and
- (e) which such affected Party could not have foreseen and reasonably provided against before entering into the Agreement.

Subject to the requirements of the above being satisfied, a Force Majeure Event shall mean the following events in India:

- (a) acts of God, including natural catastrophes such as, typhoon, tsunami, tornado, earthquake, landslide; and/ or
- (b) terrorism, trade embargo, nuclear or chemical contamination/ damage; and/ or
- (c) any act of war (whether declared or undeclared) civil war, military action, blockade, insurrection, acts of public enemies or civil disturbance, in each case, occurring in India and if declared by relevant Government Authority; and/ or

1.7. **Platform** means data warehouse solution built on Azure Cloud using Data Bricks and PowerBi and such other platforms as defined in the SOW from time to time.

1.8. **Pre-Existing Proprietary Materials.** means intellectual property, data, materials, processes, methods or any other materials that are owned or licensed by Infocepts, and which may be used in the performance of the Services or delivering any Deliverable(s) hereunder and which is or was created (i) prior to the Effective Date of this Agreement, or (ii) independently from the Services provided hereunder, except any Pre-Existing Proprietary Materials included in the Services will be deemed to have been unconditional, unlimited, perpetual, transferable licensed to the Client, subject to full payment of consideration. Some of its examples are various methodologies developed by Infocepts, templates, checklists, data visualization catalogues/libraries, sample apps, and similar forms of intellectual property.

1.9. **Services.** means functions, activities, tasks, responsibilities etc. as described in the SOW performed by Infocepts for Client under this Agreement.

2. REPRESENTATIONS AND WARRANTIES

2.1. Each Party represents and warrants that:

- a. Such Party has the full corporate right, power and authority to enter into this Agreement, to perform the Services granted hereunder.
- b. the execution of this Agreement by such Party, and the performance by such Party of its obligations.

- c. and duties hereunder, do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound.
- d. when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and
- e. Such Party acknowledges that the other Party makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement.
- f. its Personnel and any other persons who are engaged in who are "associated" with other Party shall, at all times during the term of the Agreement comply with all applicable anti-bribery and corruption laws and regulations or any other applicable laws in the performance or purported performance of the Agreement and, in particular, shall not, either directly or indirectly, offer, promise, give, authorize the payment of or transfer a financial or other advantage to: (i) any public or government official in order to obtain or retain business and with the intention of influencing such official in their capacity as an official where such official is not permitted or required by written law to be influenced by the offer, promise or gift; or (ii) any other person with the intention of inducing or rewarding the improper performance of a function or activity.

2.2 Infocepts further represents and warrants that it:

- a. has and shall continue to keep valid, during the term of this Agreement, all the necessary authorizations, registrations, approvals, permissions and licenses to fulfil its obligations under this Agreement, and those authorizations are in full force and effect, and all conditions of each such authorizations, registrations, approvals, permissions and licenses have been complied with.
- b. shall not infringe any third-party intellectual property rights in connection with the software and the Platform on which Client program is being run and keep all time TFS indemnified and harmless against those third - party claims.
- c. Make available the Platform for such time period as agreed between the Parties and ensure that the Platform is free from any defects including but not limited to downtime etc.
- d. Once the data/ information is provided by Client, Infocepts shall protect such data/ information and any leakage or misuse of the data/ information by Infocepts, Client shall hold Infocepts liable and Infocepts shall make good the loss suffered by Infocepts.
- e. There is no IPR infringement and no IPR infringement in performance of Services by Infocepts.

3. PRIORITY OF DOCUMENTS

In the event of an inconsistency between the terms and conditions this Agreement and any SOW, the terms and conditions of the applicable SOW shall prevail. If the Client issues any purchase order or similar document, then the order of priority shall be: (1) SOW (2) this Agreement (3) Annexures to this Agreement and (4) Purchase Order or any similar other document.

4. SERVICES

- 4.1. Infocepts shall provide Services, and/or to deliver to Client related Deliverables and other materials to Client as specified in the applicable SOW.
- 4.2. Client's Affiliates may obtain Services from Infocepts or its Affiliate's under the terms of this Agreement by executing a separate SOW(s) for Services under the terms of this Agreement.
- 4.3. Parties reserve the right to introduce changes in the scope of Services, Deliverables, and time schedule at any time during the term of SOW(s). Any additional feature requirement that is not covered in the current scope of Services will be treated as change request and such change in the scope of Services, Deliverables, time schedule or any additional feature requirement shall be agreed upon in writing by the Parties as per the change management process provided in the SOW.
- 4.4. . Nothing in this Agreement shall preclude or limit InfoCepts from providing consulting services and/or developing materials for itself or other clients, irrespective of the possible similarity of structure, organization, and sequence to materials that InfoCepts delivers to Client pursuant to this Agreement and/ or SOW, provided InfoCepts follows its obligations regarding confidentiality as set forth herein in doing so and there is no conflict of interest.
- 4.5. In the event Infocepts is unable to complete and deliver the Services in the manner required by the Client and within the timelines communicated by the Client, for any reason whatsoever, the Client shall have the right arrange for the provision, completion and delivery of such Service from other third party vendors at the sole risk and cost of Infocepts without any liability on the Client.

5. PAYMENT PROVISIONS

The applicable fees, rates, structure, invoicing and payment term and other related commercial terms shall be as specifically stated in the applicable SOW.

The Purchase Price payable by Client to the Infocepts is net of statutory deductions as may be imposed or applicable from time to time. Infocepts shall ensure that all invoices raised by it as per the terms of this Agreement are GST compliant. Such tax invoices shall also be valid and in compliance with all the statutory rules or guidelines in relation to tax laws including GST Act, rules and regulations and / or other regulatory requirements etc for the time being in force. It is agreed and understood that if Infocepts fails to charge applicable taxes at the time of invoicing, Client shall not be held liable in any manner whatsoever to pay applicable taxes thereafter (including interest , penalty if any) and the same shall be borne by the Infocepts.

Infocepts shall raise invoice to Client clearly mentioning the HSN/SAC code for the goods/services provided. Infocepts shall discharge the GST liability and file GST returns in time, such that Client can claim the input tax credits. Infocepts, as the case may be, undertakes that a debit note/ supplementary invoice/credit note with appropriate references to the original invoice will be issued only in circumstances mutually agreed between the Parties.

Post supply of Goods/Services under this Agreement Infocepts will cooperate with Client and provide information that may be reasonably requested by Client in connection with claiming such credit of input tax under the GST Laws limited to tax invoice or debit note issued by Infocepts or such other taxpaying document(s) as may be required as proof of payment of such applicable GST under Applicable Law by Infocepts. Where, transactions in respect of which Client has claimed input tax credit are notified as unmatched vis-à-vis the corresponding disclosures made by Infocepts in his periodic returns, Infocepts would extend necessary assistance/corrective action including inter alia carrying out revision/ rectification of its returns, so that Client is able to claim input tax credit from GST authorities. Despite such corrective action by Infocepts, if Client is still not able to claim credit for any GST paid by Client to Infocepts, Infocepts shall indemnify Client in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such fault, omission or non-compliance. Client, at its discretion, may also withhold/recover such disputed amount from the pending payments of Client.

In the event of any change in GST Registration Number(s), either Party shall inform the other party forthwith of the same and promptly provide particulars of new GST Registration Number(s). In the event of cancellation of GST Registration Number(s), either Party shall inform the other party forthwith of the same. Other Party's decision regarding continuance of business dealings with the informing Party on the occurrence of such event will be final.

In consideration for supply of the Services, Client shall pay Infocepts purchase price after deduction of tax at source under the Tax Laws as may be in force from time to time or any other tax as applicable from time to time. Client shall be responsible for timely furnishing certificate of such tax deducted as submitted to relevant authorities, to enable Infocepts to avail benefit of such tax deducted by Client.

Each Party represents and warrants that it shall comply with the applicable GST laws and other tax laws. In case of any loss or damage suffered by a Party, by reason of any act or omission of the other Party, the Party in default shall indemnify the other Party for any such loss or damage.

The Parties would be responsible for their own tax assessments, audits, inquires, etc.

Both Parties agree to provide necessary documents, as may be required by statutory authorities from time to time, to prove the compliance with the applicable tax laws with respect to this Agreement including its obligations to deposit the necessary taxes with the authorities. Any interest, penalties or recoveries by any authority on account of default in statutory compliances by the respective party will be solely borne by the defaulting party on its own account.

6. RESPONSIBILITIES OF PARTIES

6.1 CLIENT'S RESPONSIBILITIES

- i. **Information Reliance.** Client will provide timely, accurate and complete information to Infocepts with respect to the purpose and scope of each SOW, Deliverables, and other requirements that may affect the SOW.

- ii. **Others.** Any third-party license or software as required to be procured specifically for the execution of Services, such third-party license shall be procured by Client at its own costs and shall strictly comply with its terms and conditions. Wherever required, Infocepts shall provide reasonable support to the Client for procurement of third party licenses.

6.2 INFOCEPT'S RESPONSIBILITIES

- i. Infocepts shall comply with of the applicable laws for the purposes of the performance of its obligations under this Agreement for the provision of the Services and shall procure and maintain all permits required to seamlessly provide the Services to the Client. Infocepts shall render the Services and obligations under this Agreement with utmost care and diligence and shall ensure to be of the highest quality and standards.
- ii. The employees of Infocepts engaged in relation to the Services shall be and shall remain the employees of Infocepts and Infocepts alone shall be responsible for payment of all the statutory dues in respect of them. Infocepts shall be solely responsible to pay the monthly salary/wages and all other benefits including the retrenchment compensation, notice pay, gratuity or bonus as payable as per the applicable laws to the personnel engaged by Infocepts for carrying out the execution of the Services. The Client shall not have any contractual responsibility towards any personnel employed or engaged by Infocepts for performing/providing Services to the Client. However, the Client may at its discretion have the right to request the Infocepts to replace any personnel employed or engaged by Infocepts, with or without reasons, and Infocepts shall comply with such request without fail.
- iii. Infocepts and its personnel engaged in performance of the obligations under this Agreement shall not at any time use the Intellectual Property Rights of the Client or the name and/or the trademark/logo of the Client without receiving prior written approval from the Client. Infocepts shall be responsible to and shall employ protections to ensure that there is no unauthorized use of Intellectual Property Rights of the Client by any of its personnel or any infringement of Intellectual Property Rights of the Client of any other third party or of the Client. In the event any personnel engaged by Infocepts breaches this provision, Infocepts shall defend, hold harmless and indemnify the Client against all losses, costs, expenses, claims, liabilities, liens, charges, proceedings, damages, compensation, including all attorney's fees, caused due to such breach of Infocepts personnel.
- iv. Any and all documents and other information, papers and any other data relating to the business activities of the Client, which shall be handed over to Infocepts by the Client for the purposes of this Agreement, or which come into the power, attention, possession or custody of Infocepts and /or its personnel, pursuant to or in connection with this Agreement, shall remain the sole and absolute property of the Client, and Infocepts shall neither have nor claim any charge, lien, right of retention, sale or set-off or other right title or interest therein or hereon for any reason whatsoever. Infocepts may share such information only for the purposes of the provision of the Services and not for any other reason without the prior

written approval of the Client. Infocepts and /or its personnel shall not at any time use or attempt to use the Client's logo, letterheads for any purpose, including the performance of this Agreement.

- v. Infocepts hereby represents that it shall provide its immediate support and assistance in the event of any disruption in the Services being provided by Infocepts. The manner and time frame for troubleshooting and the timelines for the resolution of the problems shall form part of the SOW.

7. PROPRIETARY MATERIALS

- 7.1. **Ownership.** Excluding any third-party products and Pre-Existing Proprietary Materials, all Deliverables and related intellectual property rights developed as a result of performance of obligations and Services set out hereunder shall be deemed transferred to Client and the Clients shall have the transferable, unlimited, unconditional, perpetual right to use these intellectual property rights for its own use upon receipt of full and final payment of fees by Infocepts pursuant to the applicable SOW.
- 7.2. **Pre-Existing Proprietary Materials.** In the course of performance hereunder, Infocepts may use (and may authorize Client personnel to use in the performance of this Agreement) certain Pre-Existing Proprietary Materials, tools and methodologies. Infocepts grants Client a non-exclusive, transferable, sub-licensable perpetual license to install, access and use the Pre-Existing Proprietary Material in conjunction with the Deliverables and Services. Any such Pre-Existing Proprietary Material shall be agreed upon and listed in the respective SOW alongwith the applicable terms and conditions, if any. Client shall not re-license reverse engineer, decompile or disassemble any Pre-Existing Proprietary Materials. Notwithstanding Section 7.1, Client shall not have or obtain any rights in such Pre-Existing Proprietary Materials other than (i) to use them as authorized by Infocepts from time to time, or (ii) pursuant to Infocepts' standard license for such materials
- 7.3. **Residuals.** "Residuals" means general know-how and skills developed by Associate(s) during the course of performance of the Services, provided that in no event shall Residuals include any of Deliverables or Confidential Information of the Client. Notwithstanding the terms of the Agreement, Infocepts is free to use Residuals for any purpose, including use in development, manufacture, promotion, sale and maintenance of its products and Services.

8. TERM AND TERMINATION

- 8.1. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated under the conditions of this Agreement.
- 8.2. **Termination for Convenience.** Either Party may terminate this Agreement or any SOW issued under this Agreement for convenience by giving ninety (90) days' notice in writing to the other Party.

8.3. **Termination for breach of Agreement.** Either Party can terminate the Agreement in case In the other Party breaches any provisions of this Agreement, or other any applicable law, and the breach remains uncured for a period of more than thirty (30) days.;

8.4. **Fees and Expenses.** Client agrees to pay all fees for Services rendered and expenses incurred by Infocepts up to the date of termination of the Agreement or SOW, within a period of 30 days from receiving the invoice.

8.5. **Consequences of termination:**

- i. On termination of this Agreement Infocepts shall deliver to the Client all documents and any/all data, equipment, material, etc., held by it for performance of the Services. Any consents, authorizations, approvals provided by the Client shall immediately cease to exist upon any termination under this Agreement. All obligations of the Client towards Infocepts and all rights of Infocepts shall cease upon the termination of this Agreement. Infocepts undertakes to make no further use of the Client's know-how, Intellectual Property Rights, belonging to the Client.
- ii. Any termination under this Agreement shall not prejudice any existing rights or claims which the Client may have against Infocepts and shall not relive Infocepts from completing any Services for which the Client already has made payments for or from any liability incurred by Infocepts before such termination. Failure by the Client to exercise its right of termination shall not be an abandonment of such right of termination in the future.
- iii. In case of termination due to a breach by Infocepts, any losses, claims, costs, damages, expenses, claims, liens, proceedings, charges, penalties, incurred by Client due to the breach of Infocepts shall be indemnified, defended and held harmless by Infocepts without any demand or demur, immediately, upon intimation by the Client. Upon termination, Infocepts shall only be entitled to receive payment only for the portion of the Services, completed and delivered to the Client by Infocepts, to the satisfaction of the Client and in accordance with the timelines instructed by the Client.

9. WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY AGREED OTHERWISE, INFOCEPTS DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY WITH RESPECT TO FITNESS FOR A PARTICULAR PURPOSE.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OR LOSS OF REVENUE OR BUSINESS PROFITS, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS OTHERWISE PROVIDED HEREIN, CLIENT AGREES THAT INFOCEPTS LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE)) HEREUNDER FOR DIRECT DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO INFOCEPTS FOR SERVICES UNDER THE APPLICABLE SOW DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ANY CLAIM OR DISPUTE AROSE, PROVIDED HOWEVER, NO LIMITATION OF LIABILITY OF INFOCEPTS SHALL BE APPLICABLE AND INFOCEPTS' LIABILITY SHALL BE UNCAPPED IN CASES OF ANY LIABILITY OF INFOCEPTS THAT ARISES DUE TO (A) BREACH OF APPLICABLE LAWS (B) BREACH OF CONFIDENTIALITY OBLIGATIONS (C) BREACH OF THIRD PARTY OR CLIENT IPR (D) FRAUD, GROSS MISCONDUCT OR WILLFUL NEGLIGENCE OR (E) DEATH, SICKNESS, DISEASE OR INJURY TO ANY PERSON OR DAMAGE TO OR TRESPASS AGAINST ANY PROPERTY OF ANY PERSON.

11. CONFIDENTIALITY

11.1. **Confidential Information.** Both Parties acknowledge that certain confidential and proprietary information may be disclosed by either Party (hereinafter sometimes referred to as the "Owner") to the other (hereinafter sometimes referred to as the "Recipient") in the course of this Agreement. "Confidential Information" is herein defined to mean and shall refer to any and all trade secrets, business secrets, know-how and other information not generally known to the public and any and all tangible embodiments thereof including, but not limited to, all financial information, drawings, computer software, designs, specifications, estimates, blueprints, plans, data, reports, processes, models, memoranda, notebooks, notes, sketches, artwork, mock-ups, letters, manuals, documents, leases, licenses, agreements, contracts, Client lists, employees, pricing policies, market analysis, market projections, expansion plans, sales methods, operations, technologies, organization, marketing, pricing, distribution, financing, and other business information, photographs, computer files, and copies of all or portions thereof which in any way are related to the business of Owner and/or its affiliated companies and subsidiaries, and specifically designated as proprietary, confidential or otherwise.

11.2. **Exceptions.** The Parties agree that information shall not be deemed to be Confidential Information, to the extent it is information:

- 11.2.1. which Recipient can show by legally sufficient evidence was in its possession prior to disclosure by Owner and free from any obligation to keep such information confidential; or
- 11.2.2. which becomes, or already is, generally available to the public in tangible form other than by acts or omissions of Recipient; or
- 11.2.3. which is lawfully obtained from a third party who is legally in possession of such information, has a right to reveal the same to Recipient, and did not obtain such information directly or indirectly from Owner through any wrongful actions or with any restrictions on disclosure; or

11.2.4. which is disclosed pursuant to any order or requirement of a court, administrative agency, or other governmental body (including, without limitation, the rules, and regulations of the Securities Exchange Commission); provided, that the Recipient shall provide Owner prompt, written notice thereof to enable the Owner to seek, at its sole cost and expense, a protective order or otherwise to prevent such disclosure.

11.3. **Obligations.** Both Parties represent to the other that any Confidential Information of the other that it receives in connection with this Agreement is the sole, exclusive and valuable property of the Owner and will be used solely in connection with this Agreement (the “Permitted Use”). If either Party receive any Confidential Information in connection with this Agreement, the Recipient will take all reasonable precautions to safeguard the Confidential Information and will hold such Confidential Information in strict confidence and will not reproduce such information without the Owner’s prior written consent and will not communicate such Confidential Information without the Owner’s prior written consent to any other person or entity during the term of this Agreement and for a period of two (2) years following the termination of this Agreement; provided that any of such Confidential Information may be disclosed to any of the employees, advisors, affiliates, subcontractors, agents and representatives in the course of business on need to know basis. In the event of the loss or disclosure of any Confidential Information, Recipient shall promptly notify Owner in writing and shall cooperate with Owner in attempting to recover such Confidential Information and prevent further disclosure.

11.4. Notwithstanding the disclosure of any Confidential Information by the Owner to the Recipient, the Owner shall retain title thereto and to all intellectual property and proprietary rights therein, and the Recipient shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. The Recipient shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Owner on any copy of the Confidential Information and shall faithfully reproduce any such mark or notice on all copies of such Confidential Information.

11.5. The Recipient shall promptly return all the Confidential Information or copies thereof which are in its possession to the Owner on demand or shall destroy the same in the manner so specified by the Owner.

12. NON- SOLICITATION OF ASSOCIATES

During the term of this Agreement and for a period of 2 years thereafter, either Party shall not, nor will they attempt to, directly or indirectly recruit, cause to be recruited, hire, employ, engage (whether as a contractor or otherwise), solicit or induce any personnel of the other Party to terminate his or her relationship with the other Party. Each Party shall not directly or indirectly recruit former personnel of the other Party without the prior written consent of the other Party, where former personnel shall mean a person who has ceased to work for such Party and a period of at least one year.

13. GENERAL TERMS

13.1. Force Majeure:

13.1.1. **Application:** Neither party is liable to the other for any failure to perform its obligations under this Agreement to the extent caused by Force Majeure, provided that the affected party:

- immediately notifies the other party and provides full information about the Force Majeure (such as, but not limited to, cause and reasonable estimate of time of the delay);
- uses best endeavors to overcome the Force Majeure; and
- continues to perform its obligations as far as practicable.

13.1.2. **Termination right:** If the Force Majeure persists for, or is expected to persist for longer than a duration of thirty (30) days, either Party may terminate this Agreement and/or applicable SOW.

13.2. **Governing Law.** The laws of India shall govern all questions concerning the construction, validity and interpretation of this Agreement and all matters arising out of or relating to this Agreement, without giving effect to its conflicts of laws or rules.

13.3. **Dispute Resolution.** The Parties shall attempt in good faith and in a timely manner to resolve all differences or disputes arising out of this Agreement by way of negotiation. If the matter is not resolved, either party may, by giving a written notice, refer the matter to a meeting of the Parties' appropriate authorized personnel. Such meeting will be held within 10 business days following the giving of the written notice. If the foregoing procedures fail to resolve the Dispute within ten (10) working days of referral for mutual consultation, and if the value of such Dispute is more than Rupees One Crore, such Dispute shall be referred to and finally settled by arbitration in accordance with laws of India as set forth below:

- A. The arbitration proceedings shall be conducted in English. The seat and venue of the arbitration shall be Pune, India.
- B. The arbitral court shall comprise of a single arbitrator appointed under the provisions of the Arbitration and Conciliation Act, 1996.
- C. All costs and expenses (including the counsels' fees) in relation to such arbitration proceedings shall be borne by the Client or Infocepts respectively.
- D. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable for the procedure of arbitration.

E. The award rendered by the arbitral court shall be final and binding on the Parties and judgment thereon may be entered in any Court of competent jurisdiction.

Any disputes of value less than Rupees One Crore arising in connection with this Agreement shall be referred to the courts as mentioned in the Agreement.

13.4. **Notice.** All notices, including notices of address change, required to be sent under this Agreement shall be in writing and shall be deemed to have been given when mailed by electronic mail, first class mail, express courier or hand delivered to the relevant address listed below or the address stated in any applicable notice of change of address.

Notice to Client

Attention:	Mr. Gaurav Dewan
Title:	Director
Address:	Shiv Sagar Estate, Block 1-A, 1st Floor, Worli Point,, Mumbai, Maharashtra, India,400018
Email id:	gaurav.dewan@travelfoodservices.com

Notice to Infocepts

Attention:	Shashank Garg
Title:	Managing Director
Address:	First and Second Floor, SP InfoCity, Plot No 2 Sector 11, Dahegaon, MIHAN, Nagpur, Maharashtra, India, 441108
Email id:	sgarg@infocepts.com, CC to cslegal@infocepts.com

13.5. **Announcement of Association.** Subject to prior approval of the other Party (which shall not be withheld unreasonably) Parties may announce this association through press release, social media and/or some other manner as deemed mutually suitable. Subject to prior approval of the other Party (which shall not be withheld unreasonably) Parties shall have right to use each other's name and logo in marketing materials such as website, presentations and proposals.

13.6. **Assignment.** Infocepts shall not assign or otherwise transfer or create any charge, lien or encumbrance over this Agreement, in whole or in part, to any third party without the written approval of the Client. The Client has the right to assign or otherwise transfer or create any charge, lien or encumbrance over this Agreement in whole or in part, to any of its lenders, affiliates or to any other entity without the need to obtain any approval or consent of Infocepts.

13.7. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in force and such provision shall be interpreted to extend only to such a scope as to which it may be enforceable.

13.8. **Waiver.** The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

13.9. **Relationship between the Parties.** The relation between the Parties shall be that of principal and independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party is, nor will either Party hold itself out to be, vested with any power or right to bind the other Party contractually or act on behalf of the other Party as a broker, agent or otherwise.

13.10. **Entire Agreement; Amendment; Construction.** This Agreement constitutes the complete agreement between the Parties and supersedes all prior agreements and representations, written or oral, concerning the subject matter of this Agreement. No change to this Agreement shall be binding unless made in writing. This Agreement together with statement of works, change orders, annexures, addendums, amendments made thereunder shall together be construed as complete agreement between the Parties.

13.11. **Indemnity**

13.11.1 Infocepts agrees that it shall, unconditionally and irrevocably, as a continuing obligation on an after-tax basis, to protect, indemnify, defend and hold harmless the Client (including its officers, representatives, employees, agents, assigns and survivors) in full from and against, and to pay on demand an amount equal to, any and all losses, claims, liens, demands, reasonable attorneys' fees, damages, liabilities, costs, expenses, obligations, causes of action, interest, penalties, legal costs or suits (calculated on a full indemnity basis) caused by, arising out of, in relation to, in connection with, or as a consequence of:

- i. physical damage to or physical destruction of property, or death of or bodily injury to any person, including any claim made against the Client by a third party for death, personal injury or damage to property arising out of, or in connection with the Services to the extent that the defect in the services is attributable to the acts or omissions of Infocepts or its personnel;
- ii. any wilful misconduct or gross negligence of Infocepts or any of their representatives, which results in a breach by Infocepts of any of its obligations hereunder;
- iii. any breach of the representations and warranties of Infocepts set out under this Agreement;

- iv. Infocepts' failure to comply with applicable law including the failure to make payment of applicable taxes and duties, breach of applicable anti-bribery and anti-corruption laws in India and the Anti-Bribery and Anti-Corruption representation provided by Infocepts under this Agreement;
- v. any infringement or misappropriation of the Intellectual property Rights or other proprietary rights of the Client or a third party;
- vi. caused by, arise out of, or are connected in any way with any claim arising from the performance of this Agreement, or in relation to any contractors, sub-contractors, suppliers, manufacturers, or any other employee, personnel or agent of the Client engaged in any manner with the Services; due to gross negligence, fraud, misrepresentation, willful misconduct by Infocepts;
- vii. any claim made against the Client by a third party arising out of, or in connection with, the Services to be rendered by Infocepts to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement;
- viii. any claim made against the Client by a third party (including, for the avoidance of doubt, arising out of, or in connection with, any change to the rate of GST (including any composite rate of GST) applied to the Services.

13.11.2 Notwithstanding anything to the contrary set out in this Agreement: (i) the Client and Infocepts shall together participate in any defence and settlement directly or through counsel of their collective choice, and (ii) Infocepts will not settle or compromise any claim on terms that would diminish the rights provided to the Client or increase the obligations assumed by the Client under this Agreement, without the prior written consent of the Client.

13.11.3 Independent Remedy

The indemnification rights of the Client under this Agreement are independent of, and in addition to, such other rights and remedies as the Client may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution, or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

14. Anti-Corruption and Anti-Bribery Representation and Code of Conduct

14.1 Infocepts shall at all times during the term of the Agreement comply with all applicable anti-bribery and corruption laws and regulations of India or any other applicable laws in the performance or purported performance of the Agreement and, in particular, shall not, either directly or indirectly, offer, promise, give, authorize the payment of or transfer a financial or other advantage to: (i) any public or government official in order to obtain or retain business and with the intention of influencing such official in their capacity as an official where such official is not permitted or

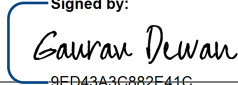

required by written law to be influenced by the offer, promise or gift; or (ii) any other person with the intention of inducing or rewarding the improper performance of a function or activity.

- 14.2 Infocepts shall implement and at all times maintain suitable policies and procedures designed to prevent any activity, practice or conduct relating to the Agreement that would constitute an offence under any applicable Anti-Bribery Laws and shall procure that all of its staff/personnel shall at all times comply with all such policies and procedures.
- 14.3 Infocepts shall provide the Client with all reasonable assistance to enable the Client to comply with all Anti-Bribery Laws, including informing the Client of any request by a third party for payment of a bribe in connection with the Services.
- 14.4 Infocepts shall disclose to the Client in writing, immediately on it becoming aware of the same, full details of any fact, matter, event or circumstance which does or might constitute a breach of this clause 14. Any failure by Infocepts to perform its obligations under, or procure compliance shall be deemed to be a material breach of the Agreement by Infocepts, such breach being incapable of remedy and giving the Client right to terminate the Agreement in accordance with this Agreement.
- 14.5 Without prejudice to the foregoing provisions of this clause 14, Infocepts unconditionally and irrevocably agrees, as a continuing obligation on an after-tax basis, to indemnify the Client in full against, and to pay on demand an amount equal to, any loss which the Client and their respective directors, officers, employees, successors and assigns may incur at any time or from time to time (whether by way of damages, settlement, costs or otherwise) and all costs and expenses (including legal fees and together with any applicable GST) in respect of, or as a result of, any actual or alleged bribery or breach of this clause by Infocepts or any of its Personnel or any other person engaged by it in the performance, or purported performance, of its obligations under the Agreement.

14.6 Code of Conduct

The Client's customers, landlords and customers demand quality products and service at all times. Client also understands that when people are treated with respect, work in decent conditions and earn fair rates of pay, both they and their companies benefit from increased commitment and productivity and expect the same commitment from our business partners including Infocepts. The Code of Conduct therefore outlines the minimum requirements placed on the Client's service providers of goods and services concerning their responsibilities towards their stakeholders and the environment. The code of conduct can be found in Annexure III of this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SIGNATURES			
For and on behalf of Travel Food Services Pvt. Ltd.		For and on behalf of Infocepts Technologies Private Limited	
Signature:	Signed by:  <small>9ED43A3C882E41C...</small>	Signature:	DocuSigned by:  <small>3265D6B5B9DB4FD...</small>
Name:	Mr. Gaurav Dewan	Name:	Patrick Finan
Title:	Director	Title:	Chief Revenue Officer
Date:	July 10, 2024	Date:	July 10, 2024

Annexure A

Infocepts Information Security Exhibit

1. Information Security Program

Infocepts maintains a written 'Infocepts Comprehensive Security Controls' ("ICSC") document which contains security standards and security controls for carrying out business delivery. Infocepts is ISO/IEC 27001:2013 certified, hence the information security policy is aligned with the certification standards. The ICSC document contains the comprehensive security controls implemented by Infocepts and outline the key parameters on confidentiality, integrity, and availability of information.

2. Organization of Information Security

Infocepts has appointed dedicated professionals responsible to handle information security & data privacy. A Chief Information Security Officer, Deputy Chief Information Security Officer and a Data Protection Officer is appointed by Infocepts.

CISO (Chief Information Security Officer)	Prasad Pujari prasad.pujari@InfoCepts.com Mobile Number - +91 9371460893
Deputy CISO/ Information Security Manager	Nikhil Prasad Nikhil.prasad@InfoCepts.com Mobile Number - +91 9881211125
Data Protection Officer	Swapnaj Gadbail swapnaj.gadbail@InfoCepts.com Mobile Number - + 91 9096345679

3. Security Measures

Infocepts has implemented, administrative, technical, and physical measures designed to preserve the confidentiality, integrity, and accessibility of Client data, that conform to best practices that Infocepts then applies to its own processing environment and generally recognized industry standards. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes, and updates to operating systems and applications as provided by Infocepts or open-source support.

4. Human Resource Security

- a. **Training and Awareness Program:** Infocepts conducts training and awareness programs for all personnel. An annual refresher training is conducted apart from the hiring, separation, and personnel management processes for Infocepts personnel.
- b. **Disciplinary Process:** All personnel require to comply with the Infocepts Code of Ethical Business Conduct and the appropriate management action is taken if there is a misuse of authority by any personnel.
- c. **Background Verification/Employee Screening:** Infocepts conducts background verification while hiring personnel. The status for such reports can made available upon request on a case-to-case

basis. The background verification will validate information regarding Employment, Educational Qualification, Criminal records, etc.

5. Asset Management

Infocepts ensures that any assets associated with information and information processing facilities will be identified and managed over the lifecycle. Acceptable use of assets will be defined and shared with the personnel. Infocepts has defined process to ensure that all employees, contractors, external party, return the assets upon termination of the employment/engagement. Personnel use Virtual Private Network ("VPN") or Virtual Desktop Infrastructure ("VDI") or asset (laptop, tab, desktop etc.) provided by the Client to access Client application(s) (Including data) hosted at Client infrastructure to ensure that all processing would be done within Client environment. Infocepts shall not store any Client information or data within Infocepts environment or local to the assets unless approved by Client for business reason.

6. Access Control

- a. **User ID(s):** Infocepts ensures accountability for information and resource access with respect to User ID(s) by implementing the following:
1. Authorize and Manage User IDs and passwords for Infocepts personnel under Infocepts management. These unique ID shall be used by personnel to connect to Infocepts environment.
 2. Provide access on a need-to-know (least privilege) principle while creating User IDs.
 3. Intimate Client and disable User IDs within a specified period from separation of personnel from the business engagement.
 4. Perform quarterly reconciliation of access rights by physical security and Information Technology Team.
 5. Disable User ID for non-active associates in system for more than 60 days. (e.g. – maternity leaves, sabbatical leave etc.)
- b. **Password(s):** Infocepts to ensure password security has created detailed and documented internal policies containing aspects such as Password protection method, identification of Invalid logon attempts, Password(s) Resetting, etc.
- c. A multi-factor authentication mechanism is implemented at an organizational level at Infocepts.

7. Cryptography

Infocepts uses AES 256-bit encryption when data is "In Transit or at rest".

8. Physical and Environmental Security

Infocepts shall manage physical security infrastructure and controls for Infocepts datacenters, offshore development centers ("ODC"), server rooms, Air Handling Unit room and other protected

areas etc. at Infocepts facilities. Additionally, Infocepts has implemented the following security measures:

All the access points are biometric enabled to ensure access to authorized personnel only.

1. List of authorized personnel having access to such physical area gets reconciled on a quarterly basis.
2. 24x7 CCTV monitoring is provisioned for all entry and exit points and the record shall be retained for at least 30 days.

9. Operations Security

Infocepts adheres to the following operational security measures:

1. Manages and govern all required information security controls to ensure Client information is secured as per a detailed and documented "Information Security Policy".
2. Captures system security logs of Infocepts managed systems at Infocepts facilities, where technically feasible for activities requiring privileged access.
3. Manages patch management process as per documented Infocepts security standards.
4. Perform Transmission Control Protocol/Internet Protocol ("TCP/IP") vulnerability scanning for Infocepts managed servers and devices at Infocepts facilities on defined frequency.
5. Has documented operating procedure with a list of documented policies and Standard Operating Procedures ("SOP") maintained at Infocepts.
6. All changes to Infocepts managed devices will be as per Infocepts documented "Change Management" process.
7. Infocepts on a broad organization wide level will implement certain essential security controls such as: next generation antivirus, Enterprise Email Security, URL and Web Gateway security measures and Endpoint Management for Mobile Devices.
8. Infocepts on a continuous basis will undertake a managed threat detection and response activity. Further a continual vulnerability assessment and management activity will be implemented across the organization.
9. A 'Data Leak Prevention' system will be implemented and maintained by Infocepts.

10. Communications Security

Infocepts adheres to the following communications security measures:

1. Captures system security logs of Infocepts managed systems at Infocepts facilities, subject to technical feasibility, of activities requiring privileged access and retain log records for a period of 90 days

2. Implement logical isolation with separate VLANs and access to each VLAN is controlled through access control lists specifically prepared for the Client, only the ports required for necessary communications are allowed through the access control lists.
3. "Filter Rules Firewall": Filter rules define the types of traffic that will be allowed to flow through the firewall environment. The details of these filters will vary from installation to installation and are expected to be subject to change. Please note due to security reasons, shared environment firewall rules cannot be customized to specific Client requirements, nor can they be made available for review.
4. ODC level set up has detailed policies implemented for segregation of infrastructure.

11. Supplier Relationship

Infocepts performs periodic "Third Party Risk Assessment" based on ISO/IEC 27001:2013 standard to review the compliance of any supplier before being engaged for any deliverables.

12. Information Security Incident Management

Infocepts adheres to the following Information Security Incident Management measures:

1. Dedicated e-mail ID for reporting any type of incidents or events – infosec@Infocepts.com
2. Uses an escalation matrix for information security incident and data privacy as mentioned in below table.
3. Shall Inform the Client of any major security identified on Infocepts managed systems used for service delivery to the Client post conducting initial Investigations.
4. Make decisions on actions to resolve security incidents involving Infocepts network, Infocepts systems, Infocepts personnel or Infocepts data, including, if appropriate, collection of evidence.
5. Infocepts maintains a detailed documented policy for Information Security Incident Management.

Escalation matrix	
Deputy CISO/ Information Security Manager (Level 1)	Nikhil Prasad Nikhil.prasad@InfoCepts.com Mobile Number - +91 9881211125
CISO (Level 2)	Prasad Pujari prasad.pujari@InfoCepts.com Mobile Number - +91 9371460893
Data Protection Officer (Privacy Related)	Swapnaj Gadbail DPO@InfoCepts.com Mobile Number - + 91 9096345679

13. Information Security Aspect of Business Continuity Management

Infocepts has developed a business continuity plan in alignment with ISO 22301:2018. Infocepts will provide recovery on a commercially reasonable effort basis. Additionally, wherever the services not being performed from dual site of Infocepts, the Client site will be treated as fall back site to continue the operations.

14. Compliance

Infocepts performs periodic system security reviews of managed systems to facilities and validate compliance with the legal and contractual obligations related to information security. Data privacy impact assessment if explicitly requested must done to identify any PII and to put controls as applicable. Infocepts maintains ISO/IEC 27001:2013 standard compliance.

15. Client Obligations

Infocepts shall comply with the provisions set out in this 'Infocepts Information Security Exhibit' and the ICSC document, the Client has reciprocal obligations as follows:

1. The Client shall assess and communicate all the information security related requirements based on the Client's business objective, assessment of risks, assessment of applicable laws and contractual obligations. The Client agrees and warrants that all the obligations and security measures set out in this 'Infocepts Information Security Exhibit' are adequate and meet all the requirements of the Client. Any and all additional requirements shall be subject to mutual agreement.
2. The Client shall provide a designated point of contact for handling Information Security & Data Privacy.

If the designated point of contact as provided below is replaced, the Client shall notify Infocepts Officer (CISO, Deputy CISO and DPO) promptly (no later than twenty-four (24) hours).

Information Security & Data Privacy, Point of Contact	(Insert name) Email-id - (Insert e-mail id) Mobile Number – (Insert contact number)
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3. **Training and Awareness Program:** The Client shall provide any specific security training and training material required to be undertaken by Infocepts resources as a part of the Client onboarding process. The Client must ensure that Infocepts is updated with any changes in the training and or awareness program.
4. **Disciplinary Process:** The Client shall provide its code of ethics, or any such document related to business conduct or ethics to Infocepts.
5. **Asset Management:** The Client shall communicate any special data handling instructions, such as if certain data must be handled by specific virtual networks. Further, the Client must enable the required security controls on the data from their end.
6. **Access control:**

- a. The Client shall govern, authorize, and manage User ID(s) and password(s) required by Infocepts to perform the service(s), to access servers & applications ensure the need-to-know (least privilege) principle.
 - b. The Client shall administer logical access, User ID(s) and passwords for Client controlled operating systems, application(s), network infrastructure devices, databases and other Client controlled software tools and systems.
 - c. Client shall disable User IDs within twenty-four (24) hours upon notification of separation from Infocepts.
 - d. Client shall periodically review the access granted to Infocepts and communicate any corrections and changes.
7. **Cryptography:** Client shall inform Infocepts if any specific encryption parameters/setting is required for specific data sets.
 8. **Physical and Environmental Security:** The Client shall help with the timely approval for identified Infocepts associates going to perform services as per the onboarding process.
 9. **Operations Security:** The Client shall provide any additional resources that may be required to perform modifications to Client owned infrastructure from a security perspective.
 10. **Communications Security:** The Client shall manage the network infrastructure at Client managed facilities and provide any additional resources required to perform modifications from a security perspective.
 11. **Information Security Incident Management:** The Client shall be responsible for determining if any security incident has resulted in a privacy breach and/or may affect Infocepts managed systems or networks. The Client shall make decisions, take actions, and assist Infocepts to resolve any security incidents. The Client shall provide an escalation matrix and inform Infocepts of any changes within twenty-four (24) hours of the change:

Escalation matrix	
(insert designation) (Level 1)	(Insert name) Email-id - (Insert e-mail id) Mobile Number – (Insert contact number)
(insert designation) (Level 2)	(Insert name) Email-id - (Insert e-mail id) Mobile Number – (Insert contact number)
(insert designation) (Privacy Related)	(Insert name) Email-id - (Insert e-mail id) Mobile Number – (Insert contact number)

Annexure B

ETHICAL TRADE CODE OF CONDUCT AND HUMAN RIGHTS POLICY

1. The Client demands quality products and service at all times, and also expects the business partners to ensure that those products are produced ethically and sustainably. The Client understand that when people are treated with respect, work in decent conditions and earn fair rates of pay, both they and their companies benefit from increased commitment and productivity.
2. This Code of Conduct therefore outlines the minimum requirements placed on the Client's business partners concerning their responsibilities towards their stakeholders and the environment. Client defines their stakeholders as their employees, and also any employees of their sub-contractors. Client reserves the right to reasonably change the requirements of this Code of Conduct as necessary to keep up with relevant legislation and to reflect our sustainability targets and ambitions.

3. **Key Principles**

- (i) **Workforce rights**

The people working for the Client's business partners are to be treated with respect, and their health, safety and basic human rights must be protected and promoted. Each business partner must strive to comply with the Ethical Trading Initiative base code (detailed below), which the Client has adopted as our international standard, and with all relevant local and national laws and regulations.

- (ii) **Modern slavery**

The Client does not tolerate any form of slavery, forced labour or human trafficking within or business or our supply chain. The Client expects our business partners to have satisfactory processes for managing the risks associated with modern slavery within their business. All business partners are required to inform the Client immediately should they become aware of any actual or suspected slavery, forced labour or human trafficking in their business transaction or Services in respect of any products, services or component parts supplied to or services provided to the Client.

- (iii) **Environmental standards**

The Client's business partners must act in accordance with the applicable statutory and international standards regarding environmental protection. The Client also encourage our business partners to:

- ☐ Monitor, measure and minimize environmental pollution and work to improve environmental performance where possible;
- ☐ Use manufacturing processes that:
 - are energy and resource efficient
 - contain minimal use of virgin or rare materials

- maximise use of post-consumer materials where possible
 - are non-polluting
 - recycle materials where appropriate
 - ☑ Report on these impacts and activities
- (iv)** Sub-contracting business partners who use subcontractors are responsible to ensure that any subcontractors are aware of the standards set out in this Code of Conduct or have an equivalent policy in place.

(v) Auditing and continual improvement

To ensure adherence and continual improvement against this agreement, the Client reserves the right to visit and assess our business partners' operations when it is deemed appropriate. The Client expects our business partner to support this process fully and also to encourage their own business partners to work to these principles. This policy will be reviewed by the Board on an annual basis.

ETHICAL TRADE CODE OF CONDUCT

THE ETHICAL TRADING INITIATIVE BASE CODE

4. EMPLOYMENT IS FREELY CHOSEN

- (i) There is no forced, bonded or involuntary prison labour.
- (ii) Workers are not required to lodge 'deposits' or their identity papers with their employer and are free to leave their employer after reasonable notice.

5. FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

- (i) Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- (ii) The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- (iii) Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- (iv) Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

6. WORKING CONDITIONS ARE SAFE AND HYGIENIC

- (i) A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work,

by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

- (ii) Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- (iii) Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- (iv) Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- (v) The company observing the code shall assign responsibility for health and safety to a senior management representative.

7. CHILD LABOUR SHALL NOT BE USED

- (i) There shall be no new recruitment of child labour.
- (ii) Client shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child; "child" and "child labour" being defined in the appendices.
- (iii) Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- (iv) These policies and procedures shall conform to the provisions of the relevant ILO standards.

8. LIVING WAGES ARE PAID

- (i) Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- (ii) All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- (iii) Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

9. WORKING HOURS ARE NOT EXCESSIVE

- (i) Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.
- (ii) In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

10. NO DISCRIMINATION IS PRACTISED

- (i) There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

11. REGULAR EMPLOYMENT IS PROVIDED

- (i) To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.
- (ii) Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

12. NO HARSH OR INHUMANE TREATMENT IS ALLOWED

- (i) Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

The provisions of this code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this code are expected to comply with national and other applicable law and, where the provisions of law and this Base Code address the same subject to apply that provision which affords the greater protection.

APPENDIX : Definitions

Child: Any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 138, the lower will apply.

Young Person: Any worker over the age of a child as defined above and under the age of 18.

Child Labour: Any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.