

Legal Pack Guide and Activation Checklist

COTO management, counsel and prospective stakeholders | English | v1.0 | 28 October 2026

DRAFT FOR LEGAL REVIEW. Not adopted, executed or accepted by publication. Complete the parties, schedules and required local review before use.

1. What this pack does

This is an English-first proposed contract framework for COTO's invited business pilot. It is not evidence of executed agreements, legal incorporation, a completed independent legal review or acceptance by any stakeholder. Public download creates no subscription, sale, employment, investment or payment authority. All agreements remain drafts until completed and properly adopted/executed. COTO's confirmed contracting entity is a prerequisite; do not use a proposed unincorporated subsidiary as if it already exists.

2. Which document each stakeholder uses

01 Platform Participation Agreement: the operator and each participating business, with common access, responsibilities and dispute terms.

02 Seller and Exporter Agreement: manufacturers, exporters, distributors and approved sellers, alongside 01 and any services order.

03 Buyer and Importer Agreement: importers, retailers and institutional buyers, alongside 01 and any services order.

04 Weaver and Producer Group Agreement: the actual producer/group and payor/operator, localized for labour status, language, remuneration and grievance rights. Never rely on a coordinator's signature without valid authority.

05 International Carpet Sale Agreement: directly between the named seller and buyer for each trade, including goods, volume/location, USD calculation, delivery, title, inspection, remedies and law/forum.

06 Subscription and Professional Services Order: explicitly scoped and priced subscriptions, research, market-entry or future enabled services; no invented tariffs, auto-renewal or investment rights.

07 Service Partner Agreement: logistics, inspection, research and technology SOWs; specialist carrier/insurance/regulator-provider contracts remain necessary.

08 Mutual Confidentiality Agreement: investor/adviser/partner due diligence and other confidential discussions; it is not a share subscription, investment offering or promised return.

09 Content, Design and Brand Licence: asset-specific ownership and permissions, including separate maker publicity permissions and stock-media restrictions.

10 Data Processing Addendum: controller-to-processor instructions and safeguards, completed vendor/transfer/retention schedule; independent-controller sharing needs a different instrument.

11 Draft Privacy Notice: informational disclosure to be completed and adopted after factual/legal review; it is not a signed agreement or blanket consent.

12 Responsible Sourcing and Grievance Code: operational standards and remediation expectations, contractual only when incorporated into an executed agreement.

13 USD Payment and Reconciliation Schedule: bank/provider roles and invoice/receipt reconciliation for a specified sale; crypto remains disabled.

3. Complete and review before use

Confirm operator incorporation, registered details and signing authority; participant and producer authority; the exact documents/versions; enabled service list; volumes and countries; goods/quality; USD fees/totals; lawful wage arrangements; delivery/risk/title; evidence, inspection and remedy periods; confidential-data handling; vendor/transfer/retention schedules; and governing law and enforceable dispute route. Proposed liability caps and periods are negotiating positions requiring review, not approved commercial policy. Delaware law is proposed only for the operator B2B relationship; it does not automatically govern a goods sale, worker relationship or mandatory local obligations.

Appoint and resource the privacy/grievance/incident contacts, verify business@amnayacorp.com is monitored, provide local-language understanding for producers and obtain separate rights for images/designs. Legal counsel in the operator's and relevant trading/production jurisdictions should review the finalized pack before execution. Specialist employment, privacy, sanctions, customs, financial-provider and securities advice may be needed for those actual activities; do not activate them merely because a template mentions them.

4. Signing and version control

Use a completed PDF or appropriate signature service, store the agreed copy and attachments, verify authority/intent, provide each party a copy and retain the acceptance evidence under an approved schedule. The current COTO account approval is not a certified signature service. These public documents contain no acceptance checkbox or signature action. No new backend acceptance or legal enforcement workflow is being activated by their upload. Adopt a versioned agreement-acceptance process before relying on website terms as a contract. Amendments require actual agreement; future edits must not silently replace an accepted version.

5. Technology and payment limits

The invited API, private database and Cognito sign-in are configured. Some invoice/receipt/fulfilment functions are API-only. Blockchain worker/public anchoring, crypto, bank collection, escrow, bidding and AI assistance are not active. Evidence fingerprints do not establish truth, ethical production, ownership or delivery. No claim of universal verification, an exclusive ethical-carpet platform or partnership with Jaipur Rugs is authorized. A payment attestation is separate from confirmed bank receipt and goods acceptance.

6. Research references and review record

Drafting reference points include Delaware's electronic-transactions framework, UNCITRAL's CISG overview, ICC guidance on Incoterms versus title/payment, CBP forced-labour guidance, OFAC's compliance framework, FTC evidence-based claim guidance and India's official data-protection materials. These sources inform issue spotting; they do not approve this pack or supply all applicable law. Keep the source register supplied with this pack. Research date: 28 October 2026. Review record: operator []; US counsel []; production-country counsel []; destination-country review []; privacy/transfer review []; operational owner []; approved version/effective date [].

Primary reference register

[Delaware electronic transactions](#)

[ICC Incoterms: title and sale terms](#)

[OFAC compliance framework](#)

[India official DPDP materials](#)

[UNCITRAL CISG overview](#)

[CBP forced-labour operational guidance](#)

[FTC advertising and marketing](#)