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 Account Reference : NEWIMPACC (SV)/ up14008804/ GREATER NOIDA/ UP-GBN
 Unique Doc. Reference : SUBIN-UPUP1400880410706011085727V
 Purchased by : EPACK DURABLE LIMITED
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : EPACK DURABLE LIMITED
 Second Party : EPACK POLYMERS PRIVATE LIMITED
 Stamp Duty Paid By : EPACK DURABLE LIMITED
 Stamp Duty Amount(Rs.) : 1,000
 (One Thousand only)

सत्यमेव जयते



Please write or type below this line

IN-UP57834539270171V

THIS NON-JUDICIAL STAMP PAPER FORMS AN
 INTEGRAL PART OF TRADE MARK LICENSE
 AGREEMENT EXECUTED BY AND BETWEEN
 EPACK POLYMERS PRIVATE LIMITED AND
 EPACK DURABLE LIMITED DATED 29th JULY 2023.

Epac Polymers Private Limited

B 77 70th

Director

For Epac Durable Limited

Sanjay Singhania
 Director

JD 0030705081

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

TRADE MARK LICENSE AGREEMENT

This **TRADE MARK LICENSE AGREEMENT** ("Agreement") is made on this 29 day of July, 2023 ("Execution Date") and shall be effective from the Effective Date (*defined below*)

BY AND BETWEEN:

1. **EPACK POLYMERS PRIVATE LIMITED**, a company incorporated under the Companies Act 1956 and having its registered office at 61-B, Udyog Vihar Surajpur, Kasna Road, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh- 201306 (hereinafter referred to as "**Licensor**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the ONE PART

And

2. **EPACK DURABLE LIMITED**, a company incorporated under the Companies Act 2013 and having its registered office at 61-B, Udyog Vihar Surajpur, Kasna Road, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh- 201306 (hereinafter referred to as "**Licensee**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the OTHER PART.

WHEREAS:

- A. The Licensor is the proprietor of the Trade Marks (*defined below*) and marks consisting of the Trade Marks.
- B. The Licensee represents that it has the necessary skills, capabilities, and capacity to conduct the Business and is desirous of seeking a license from the Licensor for using the Trade Marks in relation to its Business as a product/service identification mark, and as part of its corporate name, trading style, corporate stationery, domain name and for all other official, promotional/publicity and advertising purposes (including for the material related to the Licensee's Initial Public Offer) for the Business in the Territory strictly following the Quality Control and Brand Usage Guidelines (*defined below*) ("**Purpose**").
- C. The Licensor, relying on the above representation, has agreed to provide and grant the Licensee the license to use the Trade Marks for the Purpose, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of, and subject to, the mutual covenants, agreements, terms and conditions herein contained the mutual benefits to be derived there from and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

EpacK Polymers Private Limited

B 27 7th

Director

For EpacK Durable Limited

Sanjay Singhania
Director

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Agreement the following words and expressions shall (except where the context otherwise requires) have the following meanings:

"Agreement" means this Trade Mark License Agreement, and shall include any mutually agreed modifications or amendments thereto made in writing after the Execution Date;

"Business" means the manufacturing, assembly, sourcing, trading, import and export of room air conditioners, commercial air conditioners, air conditioners components (such as heat exchangers, injection moulding components, sheet metal component, motors, printed circuit board assemblies and cross flow fans) and spare parts; manufacturing, assembly, sourcing, trading, import and export of small home appliances such as induction cooktops, juicer / mixer grinders, water dispensers, and their components (including printed circuit board assemblies).

"Effective Date" means July 29, 2023

"Execution Date" shall have the meaning ascribed to it in the introduction of the Agreement above;

"Fees" shall have the meaning ascribed to it in Clause 6.1;

"License" shall mean the license granted by the Licensor to the Licensee in respect of the Trade Marks as per the terms and conditions of this Agreement;

"Losses" means any and all direct damages, losses, liabilities, fines, fees, interest, penalties, charges, claims, costs, but it shall not include any indirect, consequential, punitive, incidental, exemplary or special loss, loss of profit, loss of goodwill or possible business.

"Party" means and refers to the Licensor and the Licensee individually and **"Parties"** means collectively the Licensor and the Licensee;

"Person" means any individual, sole proprietorship, unincorporated association, unincorporated organization, HUF, body corporate, corporation, company, partnership, unlimited or limited liability company, joint venture, Government Authority or trust or any other entity or organization;

"Purpose" shall have the meaning ascribed to it in the Recitals;

"Quality Control and Brand Usage Guidelines" means the quality control and brand usage guidelines (and as modified from time to time) provided by the Licensor to the Licensee from time to time;

"Term" shall have the meaning given to it in Section 10 of this Agreement;

"Territory" means the entire world;

EpacK Polymers Private Limited

B. J. J. 10th

Director

For EpacK Durable Limi

Sanjay Singhania
Director

“Third Party” means any Person not being a Party to this Agreement; and

“Trade Mark/s” means the marks EPACK (together with representations and reproductions thereof in any style and manner, including, but not limited to “EPACK”, “Epack”, or “EPack”) and



1.2 INTERPRETATION

- 1.2.1 In this Agreement words incorporating the masculine gender include the feminine and neuter genders as well, and words incorporating the singular number include the plural and vice versa.
- 1.2.2 Unless otherwise stated, references to Schedule are references to the Schedules to this Agreement. The Schedules form a part of this Agreement.
- 1.2.3 Section headings are for ease of reference only and do not affect the construction or interpretation of this Agreement.
- 1.2.4 Any reference herein to a particular Clause number (e.g., “Clause 2”), shall be deemed a reference to all Clauses of this Agreement that bear sub-numbers to the number of the referenced Clause (e.g., Clause 2.1, 2.1.1, etc.).
- 1.2.5 The terms “this Agreement”, “herein”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof.
- 1.2.6 Unless otherwise specified, “days” means calendar days.
- 1.2.7 Any use of the term “including” in this Agreement shall be construed as if followed by the phrase “without limitation” or “but not limited to”.
- 1.2.8 The term “assign”, “assignable”, “transfer”, “transferable” and words of similar purport shall include without limitation to sell, gift, give, rent, transfer any interest in trust, mortgage, alienate, hypothecate, pledge, encumber, grant a security interest in.

2. GRANT OF LICENSE

- 2.1 On and from the Effective Date and subject to any limitations and other terms and conditions of this Agreement, the Licensor hereby grants a non-exclusive, non-assignable, non-sub-licensable, non-transferable, revocable license to the Licensee to use the Trade Marks in relation to the Purpose in the Territory for the Term of this Agreement.
- 2.2 The rights granted by the Licensor to the Licensee under this Agreement are personal in character and therefore the Licensee is not permitted without the prior consent in writing by the Licensor, to assign, transfer or grant any sub-license to, or otherwise dispose of the whole or any part of its right, title and interest to and in respect of this Agreement to any Third Party. Notwithstanding anything to the contrary contained in this Agreement, the Licensee is

EpacK Polymers Private Limited

B 77 70th

Director

For EpacK Durable Limited

Sanjay Singhania

Director

permitted to permit its subsidiary EPACK Components Private Limited to use the Trade Marks, subject to the terms and conditions of this Agreement.

- 2.3 The Trade Marks licensed hereunder are specifically licensed for use in relation to the Purpose in the Territory.
- 2.4 It is acknowledged that the use of Trade Marks shall be strictly in accordance with the Quality Control and Brand Usage Guidelines.
- 2.5 The Parties agree that this Agreement will not, in any way restrict or limit the Licensor's use of the Trade Marks in respect of any business and the Licensee agrees that nothing in this Agreement shall prevent or restrict the use of the Trade Marks by any Third Party deriving rights from the Licensor in respect of any business or as part of the corporate name, business name or domain name of any company, including in the Territory.

3. OWNERSHIP OF THE TRADE MARKS

- 3.1 It is understood that the Licensee shall not acquire and shall not claim (whether before or during the Term hereof or at any time thereafter) to have acquired any title in and to the Trade Marks, adverse to the Licensor by virtue of the rights hereby granted to the Licensee or through use by the Licensee of the Trade Marks pursuant hereto, it being the intention of the Parties that all use of the Trade Mark by the Licensee, whether before or during the Term hereof or at any time thereafter, shall inure to the benefit of the Licensor and that all title and property in the Trade Marks shall continue at all times to vest solely and absolutely in the Licensor.
- 3.2 Should any use of the Trade Marks result in the Licensee acquiring or becoming entitled to any property rights or other rights, the Licensee agrees that all such rights and the goodwill resulting there from shall automatically stand assigned, free of charge, in favour of the Licensor and the Licensee further agrees that, at a time and in a manner designated by the Licensor, the Licensee shall execute all such documents, as may be required to confirm in the Licensor any right, title and interest in, to and under the Trade Marks, or any of them, that might arise out of the Licensee's use of the Trade Marks.
- 3.3 The Licensee further acknowledges that it holds no ownership in the Trade Marks and that it will not, during the Term hereof or at any time thereafter act (whether directly or indirectly) in any manner which affects: the Licensor's proprietorship, exclusivity and distinctiveness of the Trade Marks; or the goodwill and reputation of the Licensor.

4. MARKINGS

The Licensee shall cause to appear on or within all packaging material, containers, advertising, promotional or other materials bearing Trade Marks, appropriate notices as may be stipulated by the Licensor from time to time in relation to the Licensor's ownership of the Trade Marks.

EpacK Polymers Private Limited

Raj Rath

Director

For EpacK Durable Limited

Sanjay Singhania

Director

5. QUALITY OF PRODUCTS AND MANNER OF USE OF THE TRADE MARK

- 5.1 The Licensee shall use the Trade Marks always strictly in accordance with the Quality Control and Brand Usage Guidelines hereof and shall not use the Trade Marks in any manner that could impair, dilute or tend to impair or adversely affect the distinctive character, image, value, goodwill and reputation thereof within or outside the Territory or could deceive or cause confusion either in the trade or to the public or adversely affect the validity of same in any other way (including in any advertising, on the internet, etc).
- 5.2 The Licensee agrees that the Trade Marks shall only be used in relation to the Business and shall not use on or in connection with any other products/services.
- 5.3 The Licensor may require the Licensee to: (i) permit the Licensor's representatives to visit the facilities, and (ii) submit layouts and/or drafts of usage of the Trade Marks on products/services, packaging and promotional material, for examining the adherence to Quality Control and Brand Usage Guidelines. The Licensee shall provide such materials free of charge and shall promptly make any changes with mutual agreement with Licensor .
- 5.4 As instructed by the Licensor or its representative, the Licensee shall cease or modify any use of the Trade Marks as made by the Licensee that the Licensor or its representative confirms not to be in compliance with the Quality Control and Brand Usage Guidelines. If the Licensor modifies the Quality Control and Brand Usage Guidelines and such guidelines require a modification to the usage, the Licensor and the Licensee will agree on a period of time for phasing out such usage bearing the Trade Marks.
- 5.5 The aforesaid restrictions and limitations are an integral part of the terms of this Agreement and essential for the protection of the brand, reputation and goodwill of the Trade Marks.

6. FEES

- 6.1 The fees payable for the services provided by the Licensor to the Licensee shall be a lump sum payment of INR 100,000 (Indian Rupees One Lakh Only) per 12 months, under this Agreement subject to deduction of applicable taxes. Fees for the FY 2023-24 shall be payable, in complete i.e. INR 100,000 (Indian Rupees One Lakh Only), within 30 days from the date of execution of this agreement and for subsequent years, the same shall be paid in advance by 31st March of each subsequent year. In the event the Term of the Agreement is further extended then the fees payable shall be subject to further increase to an amount as is expressly agreed upon by the Parties.
- 6.2 The fees payable hereunder shall be exclusive of all taxes and other compulsory payments that apply or that may apply on the above fees. The Licensee shall bear all costs and expenses incurred by the Licensee in connection with its obligations hereunder in its capacity as the Licensee. The Licensee shall bear the service tax, value added tax, income taxes on Licensee's income and other similar taxes or levies with respect to Licensee's income.

EpacK Polymers Private Limited

B 77 70th

Director

For EpacK Durable Limited

Sanjay Singhania

Director

7. PROTECTION OF TRADE MARKS

- 7.1 The Licensee shall immediately inform the Licensor, or any other person appointed thereby, about any violation or threatened violation of the Trade Marks or of any passing off or of any act or thing which might vitiate or prejudice the rights of the Licensor in and to the Trade Marks, which it may become aware of and shall provide assistance to the Licensor upon request to determine the nature, the origin, the duration and extent of such violation.
- 7.2 The Licensor shall unilaterally decide on a strategy to determine any action to be taken with regard to the aforementioned violation or threatened violation and to undertake at the expense of the Licensor any suitable action, including litigation, to enjoin or correct such violations. The Licensee shall provide the Licensor, directly or indirectly, with any assistance that may be reasonably required.

8. REPRESENTATIONS AND WARRANTIES

8.1 Each Party represents and warrants to the other Party that:

- 8.1.1 it is a company duly incorporated and existing under the laws of India, and have full legal capacity, power and authority to enter into and execute this Agreement.
- 8.1.2 neither the signing nor the delivery of this Agreement, nor the consummation of the transactions contemplated herein, will conflict with or, result in the breach of, or constitute a default under, any of the provisions of any corporate restrictions or any agreement or instrument to which it is party or by which it is bound.

8.2 The Licensee acknowledges, represents and warrants that:

- 8.2.1 it has the necessary skills, capabilities, and capacity to conduct the Business;
- 8.2.2 this Agreement does not grant any rights other than those expressly provided for by this Agreement;
- 8.2.3 no other representations of any kind were made by the Licensor in connection with or to induce execution of this Agreement, save as stated expressly in this Agreement; and no representation has been made by the Licensor and relied upon by the Licensee as to the future expenses, sales volume or potential profitability, earnings or income from the Licensee' conduct of Business under the Trade Marks;
- 8.2.4 prior to executing this Agreement, the Licensee had the full and fair opportunity to examine on its own in order to independently evaluate the Business risks associated with entering into this Agreement;
- 8.2.5 this Agreement does not grant any other rights other than those expressly provided for by this Agreement, and the Licensee is obtaining no right or interest in any part of the Trade Marks including any goodwill associated with it, other than the limited right to use the Trade Mark for the Purpose, in accordance with terms of this Agreement;

EpacK Polymers Private Limited

B. J. J. J.

Director

For EpacK Dyrable Limited
Sanjay Singhania
Director

8.2.6 no representation or statement has been made by the Licensor and relied upon by the Licensee regarding the Licensor's ability to procure any required license or permit under applicable law that may be necessary to the Licensee for using the Trade Marks for the Purpose.

9. INDEMNITY

9.1 Each Party (the "Indemnifying Party") shall indemnify the other Party (the "Indemnified Party") for any Losses in relation to breach of its obligations, representations, and warranties under this Agreement.

9.2 **Indemnification Procedure:** The Indemnified Party shall:

9.2.1 promptly and upon becoming aware, notify the Indemnifying Party of any claim or proceeding, or threatened (in writing) claim or proceeding, which could lead to a Loss;

9.2.2 permit the Indemnifying Party to take full care and control of the conduct, defense and settlement of such claim or proceeding; provided, however, that the Indemnifying Party shall not compromise or otherwise settle any such claim or proceeding without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed;

9.2.3 reasonably assist at the cost of the Indemnifying Party in the investigation and defense of such claim or proceeding; and

9.2.4 take all reasonable steps to mitigate any Loss in respect of any such claim or proceeding.

10. TERM OF THE AGREEMENT

This Agreement shall come into force on the Effective Date, and shall continue to remain in force for 25 years from the Effective Date unless terminated earlier in accordance with Clause 11 (*Termination*) of this Agreement.

11. TERMINATION

11.1 The Agreement shall be terminated at any time:

11.1.1 by mutual written agreement between the Licensor and the Licensee;

11.1.2 by the Licensor by giving notice to the Licensee in the event of material breach (particularly clauses 2,3,4,5,6, 8.1, 8.2) or default in performance of any of the obligations by the Licensee and where such breach or default has not been corrected by the Licensee within forty five (45) days after written notice from the Licensor specifying the nature of the material breach or default then the Licensor shall be entitled to terminate this Agreement immediately and without any further notice; or

11.1.3 by either the Licensor or the Licensee in the case of the other becoming insolvent or is declared bankrupt or goes into liquidation, voluntary or compulsory, except for the

Epacak Polymers Private Limited

B 72 7th

Director

For Epacak Durable Limited

Sanjay Dufinghania

Director

purpose of amalgamation or reconstruction, effective immediately upon written notice to the other Party, or if a receiver is appointed for the business or assets of either the Licensor or the Licensee, then the other Party hereto at its option may thereupon terminate the Term of this Agreement by notice effective from the date thereof; or

- 11.1.4 if the shareholding of promoters and members of promoter group of Licensee, as on the Execution Date, falls below 26% in the Licensee on a fully diluted basis.
- 11.2 It is expressly agreed and understood by the Parties hereto that in the event of termination pursuant to the terms and conditions of this Agreement, the Party electing to terminate the Agreement shall incur no liability to the other Party hereto for damages arising from the rightful exercise of the right to terminate this Agreement. Any termination of this Agreement as provided herein shall take effect without any court pronouncement.
- 11.3 Under no circumstances will any Party be released from the liability or obligation accrued prior to the date of termination, and the Party in breach shall in all events remain liable for the consequences of that breach.
- 11.4 In the event of termination of this Agreement:
- 11.4.1 the Licensee shall forthwith cease and desist from using the Trade Marks in any manner whatsoever as per mutual agreement between the parties;
- 11.4.2 the Licensee shall stop referring to itself as a licensee of the Licensor and of the Trade Marks whether current or past, in any way whatsoever;
- 11.4.3 eliminate any reference to the Trade Marks in its corporate material, commercial documents, tariffs, letterheads, invoices; and
- 11.4.4 notwithstanding the termination of the Term, the terms of this Agreement which by their operation or effect are intended to survive shall survive (including Clause 3) and continue to bind the Licensee thereafter to such extent and for so long as may be necessary to give effect to the rights and obligations embodied herein or therein.

12. NOTICES

- 12.1 Any notice to be given by one Party to the other Party in connection with this Agreement shall be in writing in English and signed by or on behalf of the Party giving it. It shall be delivered by hand, email, registered post or courier using an internationally recognised courier company (and marked for the attention of the person) specified in Clause 12.3 in relation to each Party.
- 12.2 A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of sending email i.e. when the sending of the email is recorded on the sender's computer/electronic device (unless the sender receives a message from its internet service provider or the recipient's mail server indicating unsuccessful transmission) if delivered by email. Where delivery occurs outside working hours (i.e. 9am to 6pm), notice shall be deemed to have been

EpacK Polymers Private Limited

B 77 7th

Director

For EpacK Durable Limited

Saniya Singhania

Director

received at the start of working hours on the next following business day (i.e. a business day in India on which banks are open for general commercial business).

12.3 The addresses and email of the parties for the purpose of Clause 12.1 are:

Licensor	Address:	Email:
For the attention of: Mr. Bajrang Bothra, Director EPACK Polymers Private Limited	61-B, Udyog Vihar Surajpur, Kasna Road, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh- 201306	bajjrangbothra@epack.in

Licensee	Address:	Email:
For the attention of: Mr. Ajay DD Singhania, MD & CEO EPACK Durable Limited	61-B, Udyog Vihar Surajpur, Kasna Road, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh- 201306	ajay@epack.in

12.4 Each Party undertakes to notify the other Party by notice served in accordance with this Clause 12 if the address, email and/or person specified in Clause 12.3 is no longer the appropriate address, email and/or person for the services of notices.

13. DISPUTES AND ARBITRATION

13.1 It is specifically agreed that in case of any dispute, controversy, claim or breach arising out of or in relation to this Agreement (including any dispute as to the existence and/or validity hereof) the Parties shall seek to resolve such controversy, claim or breach by amicable arrangement and compromise, and only if the Parties fail to resolve the same by amicable arrangement and compromise within thirty (30) days after commencement of discussions, or such longer period as the Parties agree to in writing, either Party may resort to arbitration. All remedies of the Licensor under this Agreement, at law or in equity are cumulative, and none shall be considered the exclusive remedy of the Licensor.

13.2 Once the dispute is referred to arbitration, each of the Parties shall appoint one arbitrator each, and the so elected two arbitrators shall nominate the Presiding Officer. The said arbitral Tribunal consisting of three arbitrators shall conduct arbitral proceedings in India in accordance with and subject to the provision of the Arbitration & Conciliation Act, 1996, or any other enactment or statutory modification thereof for the time being in force. The award rendered shall be final and

Epacak Polymers Private Limited

Bajrang Bothra

Director

For Epacak Durable Limited

Sanjay DD Singhania

Director

binding upon the Parties. Unless otherwise determined by the arbitrator(s), the Parties shall bear their own costs of arbitration. The language of the arbitration shall be English and the venue shall be Greater Noida.

14. APPLICABLE LAW

This Agreement shall be construed in accordance with Indian law and, subject to Clause 13, shall be under exclusive jurisdiction of courts of Greater Noida provided however that such exclusive jurisdiction shall not preclude Parties from enforcing an award of the tribunal or order of the courts of Greater Noida.

15. GENERAL

- 15.1 The parties agree that all previous usage of the Trademark by Licensee upto the date of execution of this agreement, stands ratified by the Licensor.
- 15.2 Other than the express representations and warranties set forth in this Agreement, the Parties make no representations or warranties, express or implied, to each other with respect to their respective performance of this Agreement and the Parties each hereby disclaim all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.
- 15.3 The Licensee shall not assign this Agreement nor delegate any of its duties/obligations hereunder, in whole or in part, without the prior written consent of the Licensor.
- 15.4 The rights provided under this Agreement are cumulative and not exclusive of any other rights, powers and remedies provided by applicable law or otherwise. The Parties hereby agree that a Party shall be entitled, in addition to all other remedies available at law or in equity, to equitable remedies, including injunctive relief and specific performance, in the event of any breach of this Agreement, with mutual agreement.
- 15.5 No variation or modification of this Agreement or waiver of any of the terms of provisions hereof shall be deemed valid unless in writing and signed by both Parties.
- 15.6 It is expressly understood and agreed that nothing in this Agreement shall in any way be construed to create the relation of principal and agent, employer and employee or partners or a joint venture between the parties hereto.
- 15.7 If any of the provisions of this Agreement is found by the court to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.
- 15.8 Waiver by either Party of any breach of any provision, promise, covenant or condition of this Agreement or the failure of either Party to require strict performance of any provisions of this Agreement, shall not constitute a waiver of any additional breach of any provisions of this Agreement.

EpacK Polymers Private Limited
B 77 Noida

Director

For EpacK Polymers Private Limited
Sanjay Singhania

Director

- 15.9 Any expenses in connection with the stamping and registration of this Agreement shall be borne by the Licensee.
- 15.10 This Agreement and the documents referred to herein or contemplated thereby contain the entire agreement and understanding of the Parties in connection with the subject matter hereof. The recitals and preamble appearing at the beginning of this Agreement are incorporated into its terms and conditions in full by this reference thereto.
- 15.11 Each Party shall, execute (or procure the execution of) such further documents as may be required by law or be necessary to implement and give effect to this Agreement. If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, the Parties agree to meet and explore alternative solutions depending upon the new circumstances but keeping in view the spirit and core objectives of this Agreement.
- 15.12 This Agreement may be executed in any number of counterparts each of which, when executed by one or more Parties hereto, shall constitute an original document but all of which shall together constitute one and the same instrument. This Agreement may be executed by facsimile signature or delivery of pdfs by email.

[Schedules to follow]

EpacK Polymers Private Limited

R. J. J. J.

Director

For EpacK Polymers Private Limited
Sanjay Singhania
Director

IN WITNESS WHEREOF, this Agreement has been duly executed between the Parties and is intended to be and is hereby delivered on the date first above written.

Signed and delivered for and on behalf of **EPACK POLYMERS PRIVATE LIMITED** duly represented through its authorised representatives

EpacK Polymers Private Limited

By : B. J. J. J. J.

Name : Director

Title : Authorised Signatory

[This signature page forms a part of the Trade Mark License Agreement entered into by and amongst EPACK POLYMERS PRIVATE LIMITED. and EPACK DURABLE LIMITED; the remainder of this page has been intentionally left blank]

Signed and delivered for and on behalf of **EPACK DURABLE LIMITED** duly represented through its authorised representative

By: sania ^{ghania}
For **EPACK DURABLE LIMITED**

Name : **Director**

Title : Authorised Signatory

[This signature page forms a part of the Trade Mark License Agreement entered into by and amongst EPACK POLYMERS PRIVATE LIMITED and EPACK DURABLE LIMITED; the remainder of this page has been intentionally left blank]