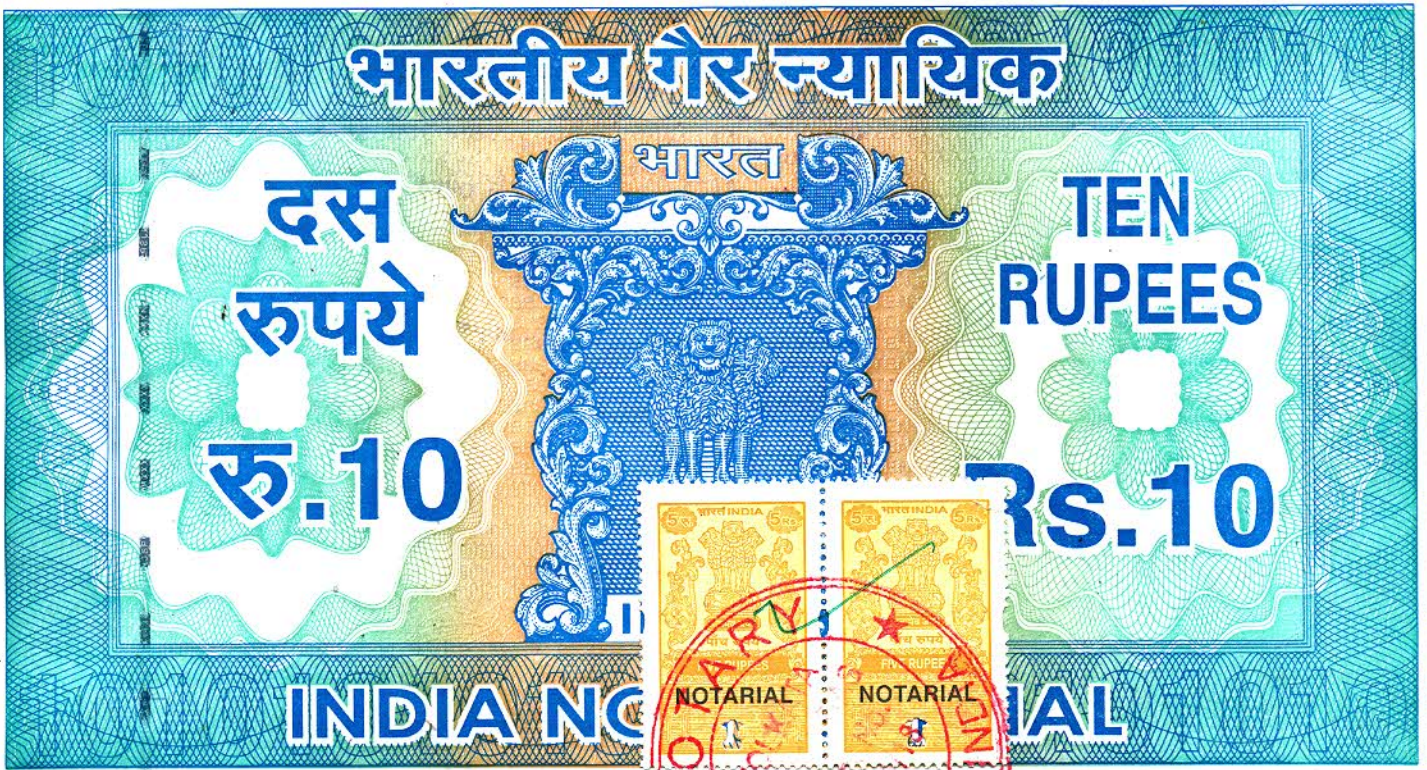




পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL 86AB 387127

TRADEMARK LICENSE & USER AGREEMENT

THIS TRADEMARK LICENSE & USER AGREEMENT made this 26th day of December, Two Thousand and Twenty Three BETWEEN SHRI KANISHK GOYAL, (PAN: AHHPG0612Q/ AADHAR No. 9848 2926 5733), son of Shri Ashok Goyal, aged about 35 years, presently residing at 2B, Lansdowne Place, Sarat Bose Road, P.O. Sarat Bose Road, P.S. Rabindra Sarobar, Kolkata, – 700 029, West Bengal, hereinafter referred to as the “LICENSOR” (which expression unless excluded by or repugnant to the subject or context thereof shall be deemed to mean and include its legal heirs of the ONE PART

AND

TENTY PRIVATE LIMITED (formerly known as TENTY MARKETING COMPANY PRIVATE LIMITED) (PAN: AABCT2082R), a Company incorporated under the Companies Act, 1956, having its registered office at Unit No. 8B, 8th Floor, 23, Circus Avenue, Kolkata- 700 017, P.O. Circus Avenue P.S. Beniapur, represented by its Authorised

TENTY PRIVATE LIMITED

Kanishk Goyal
PADMA DAS
NOTARY
Regn. No.-13771/18
C.M.M's Court
Kolkata- 700 001

Chandra Sheela Chel
Authorised Signatory

01 JAN 2024

No. 20122 Date. 30 SEP 2023
Sold To. TPN+8 Pvt Ltd
Address. 23 Cine Avenue KOL-17
Rs. Paschim Midnapur Daspur A.D.S.R Office
Licence No. 2/96
Licence Stamp Vendor
Pradip Das
Signature



TMET

ASUS

Representative Shri Chandra Shekhar Khaitan (PAN : AGYPK0454G, Aadhar No.: 7360 6052 3434), son of Mohan Lal Khaitan, aged about 54 years, residing at Flat No. A/2-301, Mangalam Park, Behala, Kolkata, - 700 034, West Bengal, hereinafter referred to as the "**LICENSEE**" (which expression unless excluded by or repugnant to the subject or context thereof shall be deemed to mean and include its successor or successors-in-interest and/or assigns) of the **OTHER PART**:

Whereas the Licensors and the Licensee are herein after individually referred to as the Party and collectively referred to as Parties hereunder.

Whereas the Licensors are the exclusive owners of the trademark **TENTY**, the application number of which is detailed in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **TRADEMARK/ PROPERTY**.

Whereas the Licensee is engaged in the business of manufacturing of plastic products of diversified range.

Whereas the Licensors upon the request of the Licensee has agreed to grant right in the property including the technical knowhow, technology, business processes, manufacturing processes, expertise in the manufacture and marketing, licenses, trade dress, business slogans, to the Licensee, for the right to manufacture, market, distribute and sell plastic products under the brand name **TENTY**.

NOW THEREFORE, IN CONSIDERATION FOR THE MUTUAL CONVENANTS AND PROMISES HEREINAFETR SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS:

DEFINITION:

In this agreement the following words and expressions shall mean the following :

1. "Territory" – Means the Indian Territory and worldwide
2. "Property" – means the intellectual properties comprising of registered or unregistered used or unused trademark, trade designs, copyrights, business slogans including technical knowhow, technology, business processes, manufacturing processes, expertise in the manufacture and marketing licenses as enumerated in the **First Schedule** attached hereto and includes all variants of such intellectual properties and the trademarks registered / applied for in the name of the Licensors together with the goodwill attached hereto.

Kamilla Das
KAMILLA DAS
NOTARY
Regn. No.-13771/18
C.M.M's Court
Kolkata-700 001

TENTY PRIVATE LIMITED
Chandra Shekhar Khaitan
Authorised Signatory
01 JAN 2024

3. Licensed Products : means each of the products in the Licensed categories bearing the property. The Licensed Products are set out in the **Second Schedule** hereunder.

4. Affiliate : means any person or entity that directly or indirectly controls, is controlled by or is under common control with either of the Party to this Agreement.

5. Law- means all applicable laws, bylaws, rules, regulations ordinances, protocols, codes, guidance, policies, notification, directions or any other official directions issued by the Governmental authorities.

6. Person – means an individual / proprietary/ partnership firm or a body corporate.

7. Governmental Authority – means any government authority, statutory authority government department, agency, commission, Board, tribunal, court, other law/ rule/ regulation making entity.

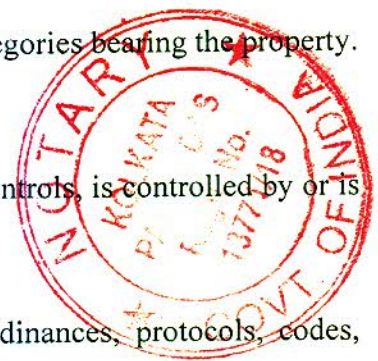
GRANT OF LICENSE:

The Licenser hereby grants to the Licensee, license to use the property to manufacture, distribute, market and sell the Licensed products in the territory. It is clarified that this is a non transferable, non- sub-licensable, license to use in the Territory the property, solely for the licensed products and with Packaging materials and advertising materials therefor. This agreement shall not in any way limit or restrict the right of the Licenser to use, promote, license or otherwise exploit the mark in any manner whatsoever. The Licensee shall co-operate with the licenser and shall not do any act or permit any act or thing to be done or caried out in derogation of any of the rights of the Licenser in the property, either during the term of this agreement or thereafter.

The Licensee acknowledges and agrees that the rights granted to and obtained by it as a result of or in connection with this agreement are license / user rights only and nothing contained in this agreement constitutes or shall be construed to be an assignment of any or all of Licenser's rights in the Property.

QUALITY CONTROL AND STANDARD

Licensee represents and warrants that the licensed products and related materials manufactured, sold, distributed and promoted at all times shall be of high standard and quality, so as to protect and enhance the marks and the goodwill pertaining thereto. The Licensee shall also be entitled to import the products and affix the property on the same (including packaging boxes) so long as such products are in conformity with the quality standards. The Licenser shall have all access to inspect the quality standards of the products as per its requirement and as desired by it. The Licensee shall ensure that the property received as license pursuant to this agreement, shall be kept



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Regn. No.-13771/18
Kolkata-700 001

Farukh Hossain

Chandra Sheela Chakraborty

TENTY PRIVATE LIMITED

Authorised Signatory

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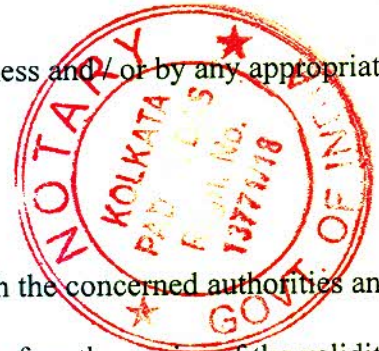
confidential except to the extent required in normal course of business and/or by any appropriate authority.

RIGHT IN THE PROPERTY

The Licensor shall renew all the registered property hereunder with the concerned authorities and make payments of renewal fees and all other incidental expenses before the expiry of the validity of the property in the name of the licensor. The licensor shall keep the Licensee informed about its action hereunder. If for any reasons the Licensor fails to make an application for renewal of the property hereunder then the Licensee shall be at the liberty to renew the same. The Licensee will make payment of appropriate renewal/ extension fees and incur all other incidental expenses which will be adjusted against the License fees payable to the Licensor. However, the Licensee acknowledges that the property is the exclusive property of the Licensor and it will not assert any claim of ownership in the said property. Any application by the Licensee for renewal of the property shall not give it any ownership right towards the property. The Licensor may develop new property during the subsistence of this agreement. In the event the licensor develops any such property, it shall make the applications at its own costs and in its own name. The Licensor can develop the property under the same class even with different product description i.e. the product description apart from the Licensed product hereunder. The Licensor shall not be at any obligation to license the said property to the licensee.

USE OF THE PROPERTY BY THE LICENSEE

All products manufactured / marketed / distributed / sold by the licensee under this agreement must bear the appropriate property. The Licensee shall apply such property to the said Licensed products in the form and manner specified by the licensor. The licensee may allow manufacturers of the products or business associates from and through whom it is sourcing such products directly or indirectly to use the property solely for and on its behalf. It is clarified that such use of the property by the manufacturers or business associates from and through whom the Licensee is procuring the products solely in the nature of outsourcing will only be as an authorized manufacturer and is not to be construed as use of the property by such manufacturers or business associates as a license holder. For the sake of transparency the Licensee shall keep the Licensor informed about the manufactures of the products or business associates from and through whom the licensee is sourcing the products.



01 JAN 2024

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Kolkata-700 001

01 JAN 2024

Samir Roy

TENTY PRIVATE LIMITED
Chandra Shekhar Ghosh

Authorised Signatory

ROYALTY AND PAYMENT

The Licensee shall in consideration of the grant of this license pay to the Licensor Royalty of 3% of the Turnover from Licensed products net of Goods and Service Taxes which shall be computed on quarterly basis. The Royalty payment shall be done on quarterly basis and shall be subject to deduction of tax at source as per applicable laws. Any alteration in the rate of royalty shall be mutually agreed upon by the licensor and the licensee in writing.

RECORDS AND ACCOUNTS

The licensee shall keep in its possession or under its control complete and accurate records in regard to the quantity of the licensed products that are sold pursuant to the rights granted by this agreement and data covering all transactions. Such complete records shall be made available to the licensor and / or its agents for inspection as and when desired by the Licensor.

INFRINGEMENT;

Third party infringement : The Licensee shall report to the Licensor in writing any apparent unauthorized use of the marks, infringements, imitations or other acts of unfair competition of third parties relating to the property that comes to its attention in any manner whatsoever. The Licensee shall be entitled to take whatever action it deems necessary in connection with the above and shall notify the licensor of the said action taken by it. The licensee shall bear all costs and expenses associated for conducting any action against any third party and any recovery or compensation due to infringement by wrongful use of the property by third party that may be awarded as a result of such action, including but not limited to any settlement that may be reached shall also belong to the Licensee. In the case Licensee fails to take any action the Licensor may take any action as per its discretion and in that instance the entire cost / expenses shall be borne by the licensee and any recovery or compensation that may be awarded shall belong to the Licensor only.

Infringement against the Licensee – If legal action is commenced or is threatened to be taken against the Licensee for its unauthorized use the Licensee shall promptly notify the same to the Licensor in writing. The Licensee at their expense shall be at the obligation to take whatever steps necessary to protect and defend itself against such claim, suit or demand. The licensee shall keep the Licensor indemnified against all loss, costs or expenses if any incurred by the licensor as a result of such action.

Yamshikha Singh

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NOTARY
Regn. No.-13771/18
C.M.M's Court
Kolkata-700 001
TENTY PRIVATE LIMITED
Chanda Shubha Mukherjee
Authorised Signatory

INDEMNIFICATION

The licensee hereby agrees to indemnify, defend and hold harmless the Licensor from and against any and all claims, demands, suits, actions, judgements, judicial orders, obligations, damages, assessments, penalties, liabilities, expenses, losses and costs of any kind or nature, made or assessed against incurred or suffered by the Licensor directly or indirectly.

ADVERTISING AND PROMOTION :

The Licensee shall use the property in the promotion of the business in conformity with the local laws, rules and regulations. Licensee shall spend on Trade promotions in the best interest of the Property and the Licensor. The licensor may also take up promotional activities and shall keep the licensee informed of such activities, if any undertaken by the Licensor. Any sample products distributed for the purpose of Advertising and promotion shall not be considered for calculation of royalty payable to the Licensor.

TERM AND TERMINATION.

Term: Unless terminated earlier pursuant to the terms of this Agreement, the period of this Agreement shall commence on the Effective Date being 01st January, 2024 and shall continue for a period of 5 years from the effective date. The Licensee can terminate the agreement by serving one month notice of its intention to the licensor.

Termination : The parties hereto may terminate this Agreement at any time with mutual consent in writing.

Termination by Licensor: Licensor may immediately terminate this Agreement without need of judicial notice or court action by written notice to Licensee if: i. Licensee admits in writing its inability to pay its debts as they become due, commences or is the subject of any proceeding under law relating to any bankruptcy, arrangement, insolvency, or readjustments of its debt.; ii. Licensee materially breaches any provision of this Agreement and such breach remains uncured till thirty (30) days after the date of Licensor's written notice thereof. iii In case the government authority finds the licensed products to be inappropriate. iv. In case the Licensee is ordered to withdraw its products, discontinue its products by any government agency, regulatory body or the like. v. For any other reasons for which the licensor deems necessary that termination of this agreement is the only solution for protection of his property hereunder.

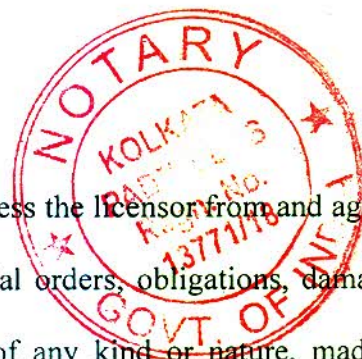
Upon termination the Licensee shall liquidate/ dispose of all its licensed products, advertising materials, designs, artwork and all other equipment, document, information bearing the property

Sanjeev Roy

01 JAN 2024

CHANDRA SHEKHAR WADGAONKAR
CHANDRA SHEKHAR WADGAONKAR

Authorised Signatory



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NOTARY
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C.M.M's Court
Kolkata-700 001

01 JAN 2024

of the Licensor within 3 months from the date of termination as defined above. The Licensee shall return to the Licensor all confidential information pertaining to the property in its possession if any in whatever form and all copies thereof and make no further use thereof. The Licensee hereby agrees to enter into all necessary documents for cancellation of the License.

SEVERABILITY

If any of the terms or provisions of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, this fact shall not invalidate the rest of this agreement which shall remain in full force and effect as if such invalid or unenforceable term or provision had not been the part of this agreement.

MISCELLANEOUS

Force Majeure – The terms and conditions mutually agreed to by both the parties in this agreement shall be subject to “Force Majeure”.

The duties and obligations of each of the Parties to this Agreement shall be suspended during such time when the performance by either party is prevented or impeded because of war, hostilities, revolution, civil commotion, epidemic, accident, fire, wind, flood or because of any law & order proclamation regulation, ordinance of any Government or any sub-division thereof or because of any act of God or any other case whether of a similar or dissimilar nature beyond the reasonable control of the parties affected.

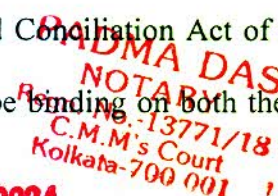
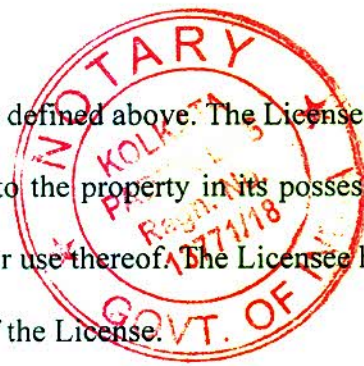
In event of occurrence of any Force Majeure event, it would be the obligation on part of the Licensee to serve a notice in writing informing the Licensor, of occurrence of Force Majeure event, along with sufficient proof that it is impossible for it to carry out its performance under this Agreement. Should one or both the parties be prevented from fulfilling their obligation by a state of Force Majeure continuously for a period of one month, both the parties agree to consult each other regarding the future execution of this Agreement. That Force Majeure to be settled with mutual discussion and deliberation.

Arbitration – In the event of any claim, controversy or dispute arising out of this contract, the same shall be attempted to be solved by mutual discussion. In case, the mutual discussions fail, such claim, dispute or controversy will be essentially referred to Arbitration by a sole Arbitrator appointed by the licensor as per the provisions of Arbitration and Conciliation Act of 1996, as amended from time to time. The decision of the Arbitrator shall be binding on both the parties.

The venue of the arbitration sitting shall be in Kolkata, India only.

Samuel Boyd

Chandra Shekhar Wadkar
TENTY PRIVATE LIMITED
Authorised Signatory



01 JAN 2024

The Agreement shall be governed by Indian Laws and shall be subject to exclusive jurisdiction of Courts in Kolkata.

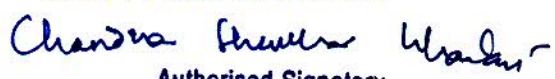
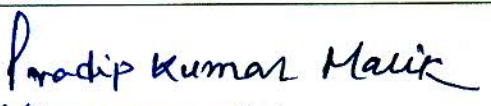
Modification / Amendment – Any clause/part of clauses of this agreement may be modified only by mutual consent in writing.

Notices - All communications between the Licensor and the licensee under this agreement shall be sent to the office address or any such other address as may be indicated by one party to the other in writing.

Waiver – No waiver by either party of any breach or default by the other party shall constitute a waiver of the provisions of this agreement with respect to any subsequent breach thereof.

This agreement shall supersede all the previous agreement and that the parties hereby declare themselves to be fully competent to enter into this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE ON FIRST WRITTEN ABOVE.

By Licensor  Signature : Name : Kanishk Goyal Address : 2B, Lansdowne Place, Sarat Bose Road, P.O. Sarat Bose Road, P.S. Rabindra Sarobar, Kolkata,- 700 029, West Bengal Aadhar No. 9848 2926 5733	By Licensee For Tenty Private Limited TENTY PRIVATE LIMITED  Authorized Signatory Authorized Signatory Name : Chandra Shekhar Khaitan Address : Unit No. 8B, 8th Floor, 23, Circus Avenue, Kolkata- 700 017 Aadhar No. 7360 6052 3434
Witness :  Santiagar (N), Hanskhali, P.O. D.S. Lane, Howrah-711009.	Witness  Wk. Khagragache, Pro. Barumali, Dist Hooghly, Pin- 712407

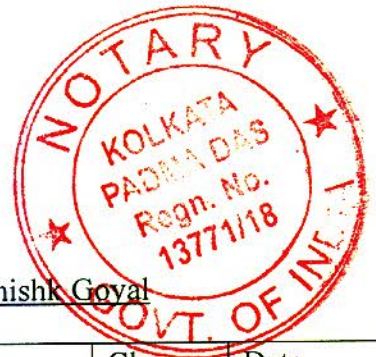
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01 JAN 2024

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FIRST SCHEDULE

Details of Property belonging to the Licensor – Mr. Kanishk Goyal



Sl. No.	Mark	Type (Word/ Label)	Products	Registration Number	Class	Date of Renewal
1	Tenty	Word	containers, not of metal, for storage or transport; packaging containers of plastic included in class 20	5139424	20	20-09-2031
2		Logo	containers, not of metal, for storage or transport; packaging containers of plastic included in class 20	5139428	20	20-09-2031

SECOND SCHEDULE

Licensed products

Sl. No	Licensed Products
(i)	Plastic storage / transportation containers
(ii)	Packaging containers & other plastic Materials falling under the goods description giving under First Schedule

Kanishk Goyal

TENTY PRIVATE LIMITED

Chandra Shukla Mishra
Authorised Signatory

Identified by me

[Signature]
Advocate



ATTESTED SIGNATURE ONLY
BEFORE ME ON IDENTIFICATION

PADMA DAS
NOTARY
Regn. No.-13771/18
C.M.M's Court
Kolkata-700 001

[Signature]
PADMA DAS
NOTARY

01 JAN 2024

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