

PATENT LICENSE AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made by and between **RAJDHANI PETROCHEMICALS PRIVATE LIMITED** (hereinafter referred to as "Licensor"), a Patentee having address at principal 6 Lalita Complex, Rasala Road, Navrangpura, Ahmedabad, Gujarat, India - 380009, and **GSP CROP SCIENCE PRIVATE LIMITED (NOW KNOWN AS GSP CROP SCIENCE LIMITED)** an Indian company with principal offices at 404, Lalita Complex, 352/3 Rasala Road Nr. Jain Temple, Navrangpura, Ahmedabad, Gujarat, India - 380009 (hereinafter referred to as "Licensee").

Background

WHEREAS, Licensor is the owner of all rights, titles, and interests in all registered Indian Patents and worldwide Registered Patents in the name of **RAJDHANI PETROCHEMICALS PRIVATE LIMITED** (which is hereinafter referred to as the "Licensed Patents");



WHEREAS, Licensee is in the business of providing innovative and effective crop protection solutions to enhance agricultural productivity while minimizing environmental impact.

WHEREAS, Licensor and Licensee desire to enter into a License agreement covering the Licensed Patents; and

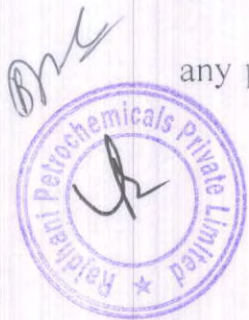
WHEREAS, Licensor has the right to grant an exclusive license to Licensee under the Licensed Patent and is willing to do so on the terms and conditions recited in this Agreement.


WHEREAS, the Parties entered into an Original Agreement dated 14th July, 2020 (the 'Original Agreement'). The parties now desire to enter into revised agreement effective from 01st October, 2024

The parties agree as follows:

1. DEFINITIONS

1.1 Licensed Patents. "Licensed Patents" as used in this Agreement shall mean claims derived from all the Registered Indian Patents and all the Registered Patents worldwide in the name of Licensor, and any patent issued in future from any divisional, patent of addition,





continuation and/or any patent of the Licensed Patents, including any foreign counterpart thereof.

1.2 Territory. "Territory" as used in this Agreement shall mean the India and its territories and any foreign country.

1.3 Effective Date. "Effective Date" shall mean the 01st October, 2024.


1.4 Term. "Term" as used in this Agreement shall mean the period beginning on the Effective Date and ending with the expiration of the Licensed Patent or the termination of this Agreement, whichever occurs first. This Agreement shall, if not terminated sooner, terminate at the end of the Term.

1.5 Licensed Product / process. "Licensed Product/ Process" as used in this Agreement shall mean certain visual display units made, used, imported, sold, or offered for sale by Licensee.



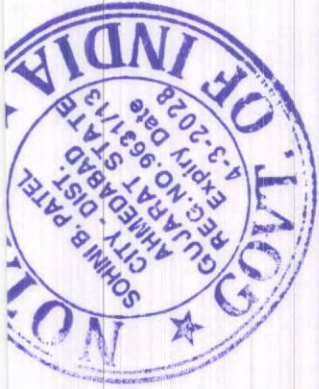
2. LICENSE





2.1 License Grant. Subject to the terms and conditions of this Agreement and the due performance by Licensee of Licensee's obligations under this Agreement and in reliance on Licensee's representations and warranties set forth in this Agreement, Licensors hereby grants to Licensee an exclusive license under the Licensed Patents for the Term in the Territory to make, use, import, offer to sell, and sell Licensed Products.

2.2 Basis. The foregoing license is granted solely under the Licensed Patent. No license under any other patents or intellectual property of Licensors is granted, either expressly or by implication.




2.3 Marking. During the Term of this Agreement, Licensee shall have exclusive rights of to make, use, import, offer to sell, and sell Licensed Product and Process form all Registered Indian Patents and all the Registered Patents worldwide in the name of Licensors.

3. PAYMENTS

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NOW, THEREFORE, for and in consideration of the sum of One Rupee (INR 1.00) to each of us in hand paid by said Licensee, and





other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said Licensor, have given exclusive rights to manufacture, produce, and market products using the licensed patent to licensee.

AND we hereby covenant that we have full right to convey the entire interest herein licensed, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said provisional/complete application and said corresponding patent application(s) and said Patent to said Licensee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said Licensee or to its nominee all known facts respecting said inventions or improvements, said provisional/complete application, said corresponding patent application(s) and said Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuation and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said Licensee, its

successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

4. INDEMNIFICATION

4.1 Licensee Indemnification. Licensee shall at all times during the term of this Agreement and thereafter indemnify, defend, and hold Licensor, its directors, officers, employees, and affiliates harmless against all claims, proceedings, demands, and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or out of any damage to property, or resulting from the production, manufacture, sale, use, lease, or advertisement of Licensed Products or arising from any obligation of Licensee under this Agreement.

4.2 Licensor Indemnification. Licensor shall at all times during the term of this Agreement and thereafter indemnify, defend, and hold Licensee and affiliates harmless against all claims, proceedings, demands, and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of any breach of



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any representation, warranty, or covenant expressly made by Licensor in this Agreement.

5. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement will be construed to constitute the parties as partners or joint venturers or constitute either party as agent of the other, nor will any similar relationship be deemed to exist between them. Neither party shall hold itself out contrary to the terms of this paragraph. Neither party shall become liable by reason of any representation, act, or omission of the other contrary to the provisions of this paragraph. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party, whether referred to in this Agreement or not.

6. ASSIGNMENT

Assignment. This Agreement, the rights granted to Licensee exclusive license and Licensor agrees to assign, transfer, any such rights in whole or in part, or delegate any of its duties or obligations under this Agreement.



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7. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

- a) This agreement shall be governed by and construed in accordance with the laws of India.
- b) In the event any party is in breach of any of the terms of this agreement, another party may serve written notice to require party on breach to cure such breach within thirty (30) days of receipt of such written notice thereof.
- c) In the case of any dispute or claim arising out of or in connection with or relating to this agreement, or breach (where such breach has not been cured by the party in breach within thirty (30) days of written notice thereof, termination or invalidity hereof, the parties shall attempt to first resolve such dispute or claim through discussions between senior executives of the parties, duly authorized to resolve such disputes.
- d) If the dispute is not resolved through such discussion within thirty (30) days after on party has served a written notice on the other party requesting the commencement of discussions, dispute or claim shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 ("**Arbitration Act**", as amended from




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time to time) as are in force at the purpose of such arbitration and as may be amended by the rest of this Clause 7. For the purpose of such arbitration, there shall be one (1) arbitrator who shall be mutually appointed by the parties. If parties fail to appoint an arbitrator within seven (7) days of a written notice being served, an arbitrator board consisting of three (3) arbitrators shall be constituted ("**Arbitration Board**") of which one (1) arbitrator shall be appointed by the Licensor, and the Licensee shall appoint one (1) arbitrator. The two (2) arbitrators shall then jointly appoint a third arbitrator, who serves as the umpire of the arbitration Board.

- e) All arbitration proceedings shall be conducted in the English language and the place of arbitration shall be in Ahmedabad.
- f) The arbitrators shall decide any such dispute or claim strictly in accordance with the governing law specified in clause (a) Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. Each party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this agreement.

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g) The cost and expenses of the arbitration, including the fees of the third arbitrator on the arbitration board, shall be borne equally by each party to the dispute or claim and each party shall pay its own fees, disbursement and other charges of its counsel and the arbitrators nominated by it, except as may be otherwise determined by arbitration board. The arbitration board would have power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.

h) Any award made by the arbitration board shall be final and binding on each of the parties that were parties to the dispute.

i) Subject to the other terms of this Clause, the courts in India shall have exclusive jurisdiction in respect of disputes arising out of agreement or otherwise between parties to this agreement and no other court shall have jurisdiction in respect of any dispute arising out of this agreement or otherwise between the parties to this agreement.

j) For the purposes of any patent infringement by third party, GSP CROP SCIENCE PRIVATE LIMITED (NOW KNOWN AS GSP CROP SCIENCE LIMITED) and RAJDHANI



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PETROCHEMICALS PRIVATE LIMITED, either jointly or individually, shall have the right to initiate legal proceedings.

8. NOTICES

Any notices, request, demands or other communication required or permitted to be given under this agreement (hereinafter referred to as the "NOTICE") shall be written in English and shall be delivered in any three (3) of the following modes of communication, these being: 1) deliveries by courier, or 2) email (in PDF format), or 3) transmitted by facsimile and properly addressed as follows:

In the case of notices to Licensor

Attention: RAJDHANI PETROCHEMICALS PRIVATE LIMITED

E mail: manishgarg@gspcrop.in, dipakpatel@gspcrop.in

Address: 6, Lalita Complex, Rasala Road, Navrangpura, Ahmedabad, Gujarat, India - 380009.

In the case of notices to Licensee

Attention: GSP CROP SCIENCE PRIVATE LIMITED
(NOW KNOWN AS GSP CROP SCIENCE LIMITED)

E mail: manishgarg@gspcrop.in, dipakpatel@gspcrop.in

Address: 404, Lalita Complex, 352/3 Rasala Road Nr. Jain Temple, Navrangpura, Ahmedabad, Gujarat, India - 380009.

9. MISCELLANEOUS

a) Entire Agreement







This agreement and each document referred to in it constitute the entire agreement, and supersede any previous agreement between the parties, relating to the subject matter of this agreement.

b) Amendment

Any provision of this agreement may be amended or waived if, and only if such amendment or waiver, by the party against whom the waiver is to be effective.

c) Specific Performance

This agreement shall be specifically enforceable at the instance of any party. The parties agree that a non-defaulting party will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this agreement and the remedies at law in respect of such breach will be inadequate and that such non-defaulting party shall be entitled to seek specific performance against the defaulting party for performance of its obligations under this agreement in addition to any and all other legal or equitable remedies available to it.

d) No Agency



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This agreement is a contract on a principle-to-principle basis. Neither party is an agent of the other. This agreement does not constitute any partnership or joint venture between the parties. Licensor is not authorized to act on behalf of Licensee purporting to bind the Licensee. Licensee is not authorized to act on behalf of Licensor purporting to bind the Licensor.

e) **Independent Rights**

Each of the rights of the parties hereto under this agreement are independent, cumulative and without prejudice to all other available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the party, whether under this agreement or otherwise.

f) **Counterpart**

This agreement may be executed in any number of originals or counterparts, each in like form and all of which when taken together shall constitute one and the same document, and any party may execute this agreement by signing any 1(one) or more such originals or counterparts.

g) **Waiver**





No omission or delay on the part of any in requiring a due and punctual fulfillment by the any other party of its obligations hereunder shall be deemed to constitute a waiver of any such party's right to require such due and punctual fulfillment and in any event shall not constitute or be construed as a continuing waiver and/or as a waiver of other or subsequent breaches of the same or other (similar or otherwise) obligations of such other party hereunder or as a waiver of any remedy. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

h) Severability

In case of one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such holding shall be construed by limiting such provision to such extent as would be possible to reflect the intent, purpose and economic effect of such, or, if such is not possible, by deleting such provisions from this agreement.

i) Costs and Expenses

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Each party will bear its own legal costs and expenses of and incidental to the preparation of this agreement dated 20th November 2024.

j) **Third party Licensing:**

In case of the licensor willing to license the said patents to third party, prior consent of licensee shall be taken. Any license agreement with third party made without prior consent of licensee, shall be held void-ab-initio.

k) **Annexure**

List of all the Indian Patent Applications, Registered Patents and Patents registered or applied worldwide in the name of the Licensor, subject to this agreement is enclosed herein Annexure A.



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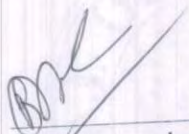
THE PARTIES AGREE TO THE TERMS OF THIS AGREEMENT ABOVE AND HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES.

For and on behalf of [Licensor]

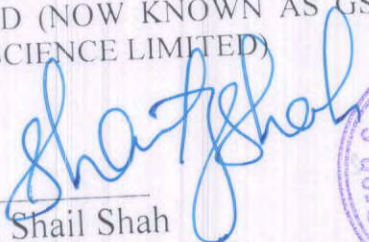
For and on behalf of [Licensee]

RAJDHANI PETROCHEMICALS PRIVATE LIMITED

GSP CROP SCIENCE PRIVATE LIMITED (NOW KNOWN AS GSP CROP SCIENCE LIMITED)

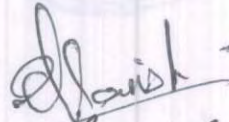
By: 
Name: Bhavesh Shah
Title: Director
Date: 20/11/2024

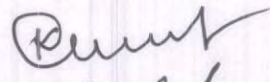


By: 
Name: Shail Shah
Title: Executive Director
Finance & CFO
Date: 20/11/2024

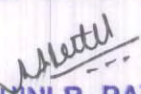


Witnesses:


Name: Harish
Title: Authorized signatory
Date: 20/11/2024


Name: K D Patel
Title: Dm - legal & CS
Date: 20/11/2024

SIGNED BEFORE ME


SOHINI B. PATEL
NOTARY
GOVT. OF INDIA

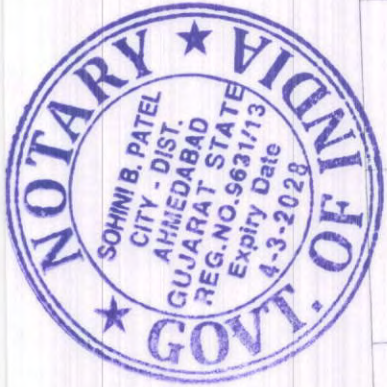
25/11/2024



ANNEXURE-A

List of Granted patents:

Sr. no.	Application no.	Date of Registration	Status
1.	202021030669	18-07-2020	Granted - In order for grant under section 43, awaiting NBA approval
2.	202011030667	18-07-2020	Granted Patent No:550267
3.	202021030665	18-07-2020	Granted- Patent No: 456251
4.	202011031652	24-07-2020	Granted Patent No:449361
5.	202011032141	27-07-2020	Granted- Patent No: 408456
6.	202011032796	30-07-2020	Granted Patent No: 412276
7.	202011032738	30-07-2020	Granted Patent No: 408034
8.	202011035114	14-08-2020	Granted Patent No: 542292

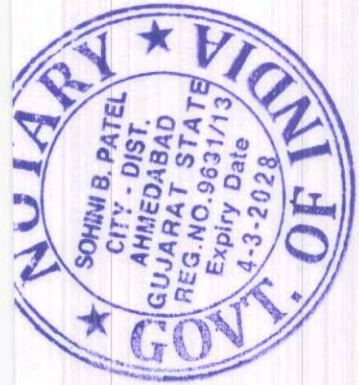


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9.	202011036117	21-08-2020	Granted Patent No: 453887
10.	202011037841	02-09-2020	Granted Patent No: 508318
11.	202011039586	14-09-2020	Granted Patent No: 463151
12.	202021042314	29-09-2020	Granted Patent No: 448035
13.	202111018328	20-04-2021	Granted Patent No: 546961
14.	202121023694	27-05-2021	Granted Patent No: 500164
15.	202121039284	30-08-2021	Granted Patent No: 428693
16.	202221002569	17-01-2022	Granted Patent No: 505160
17.	202221007565	12-02-2022	Patent Granted. Patent No: 518797
18.	202221030928	30-05-2022	Patent Granted. Patent No: 539567
19.	202221036514	25-06-2022	Patent Granted. Patent No: 427646
20.	202221057102	05-10-2022	Granted - In order for grant under section



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			43, awaiting NBA approval
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List of patents under prosecution:

Sr. no.	Application no.	Date of Registration	Status
1.	202021029376	10/07/2020	Application referred u/s 12 for Examination
2.	202021029368	10/07/2020	Application in hearing
3.	202021030670	18/07/2020	Application in hearing
4.	202011031649	24/07/2020	Application in hearing
5.	202011034343	10/08/2020	Application awaiting Examination
6.	202011034341	10/08/2020	Application in hearing
7.	202011037218	28/08/2020	Application in hearing



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8.	202011039260	11/09/2020	Application awaiting Examination
9.	202011039259	11/09/2020	Applicaion awaiting Examination
10.	202011040680	20/09/2020	Application referred u/s 12 for Examination
11.	202011041121	23/09/2020	Application awaiting Examination
12.	202011042311	29/09/2020	Application awaiting Examination
13.	202011043945	08/10/2020	Reply Filed. Application in Amended Examination
14.	202011050879	23/11/2020	Application in hearing
15.	202121039285	30/08/2021	Application in hearing



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16.	202121050950	08/11/2021	Application in hearing
17.	202121061456	29/12/2021	Application awaiting Examination
18.	202221003824	24/01/2022	Application referred u/s 12 for Examination
19.	202221005700	02/02/2022	Application awaiting Examination
20.	202221005825	03/02/2022	Application awaiting Examination
21.	202221005814	03/02/2022	Application awaiting Examination
22.	202221005809	03/02/2022	Application awaiting Examination
23.	202221008483	17/02/2022	Application awaiting Examination

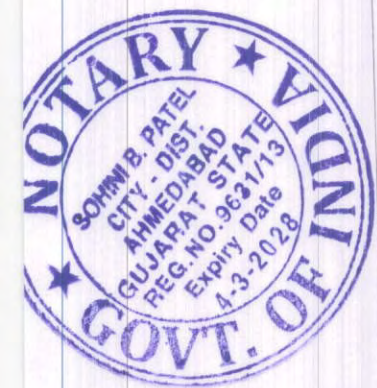


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24.	202221010809	28/02/2022	Application awaiting Examination
25.	202221012262	07/03/2022	Application awaiting Examination
26.	202221013646	13/03/2022	Application awaiting Examination
27.	202221016281	23/03/2022	Application referred u/s 12 for Examination
28.	202221017547	26/03/2022	Application referred u/s 12 for Examination
29.	202221022259	14/04/2022	Application referred u/s 12 for Examination
30.	202221022468	15/04/2022	Reply Filed. Application in Amended Examination

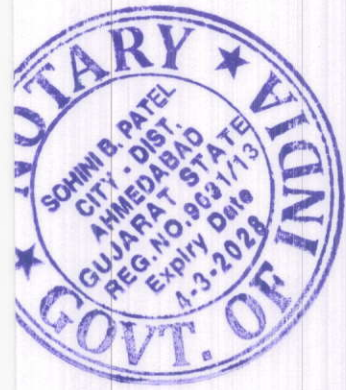


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31.	202221024553	26/04/2022	Reply Filed. Application in Amended Examination
32.	202221038136	01/07/2022	Application awaiting Examination
33.	202221038130	01/07/2022	Application referred u/s 12 for Examination
34.	202321079761	22/11/2023	Application referred u/s 12 for Examination
35.	202422035596	06/05/2024	Application awaiting Examination
36.	202221045925	11/08/2022	Awaiting request for Examination
37.	US 20230292753 (US18/015,388) dtd 10/01/2023	07/07/2021	Ready for Examination

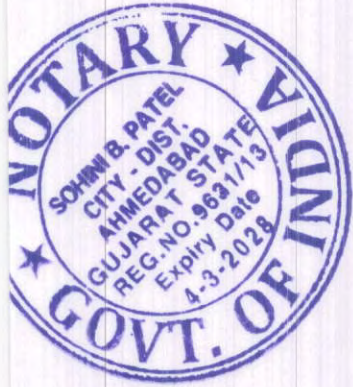


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38.	US 20230284619 (US18/016.696) dtd 18/01/2023	16/07/2021	Ready for Examination
39.	US 20230292757 (US18/016.701) dtd 18/01/2023	16/07/2021	Ready for Examination
40.	US 20240206459 (US18/290.028) dt 9/11/2023	20/04/2022	Application Undergoing Pre- exam Processing
41.	US 20240237648 (US18/563.891) dt 23/11/2023	27/05/2022	Ready for Examination
42.	BD 222/2021 dt 14/7/2021	16/07/2021	Published
43.	BD 223/2021 dt 14/7/2021	16/07/2021	Published
44.	BD 242/2021 dt 03/08/2021	23/07/2021	Published
45.	BD 243/2021 dt 03/08/2021	22/07/2021	Published
46.	BD 254/2021 dt 11/08/2021	09/08/2021	Published

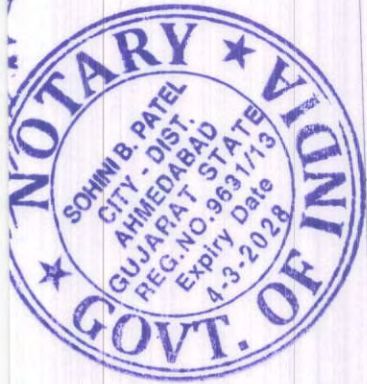


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47.	BD 244/2021 dt 03/08/2021	30/07/2021	Published
48.	BR112023000449 7 dt 07/01/2023	07/07/2021	Ready for Examination 3rd annuity paid
49.	BR112023000979 0 dt 18/01/2023	16/07/2021	Ready for Examination 4th annuity paid
50.	BR112023000959 6 dt 18/01/2023	16/07/2021	Ready for Examination 3rd annuity paid
51.	BR112023001314 3 dt 24/01/2023	23/07/2021	Ready for Examination 4th annuity paid
52.	BR112023022609- 0 DT 27/10/2023	20/04/2022	Awaiting for Examination Request 3rd annuity paid
53.	BR112023024843- 4 dt 27/10/2023	27/05/2022	Awaiting for Examination Request 3rd annuity paid
54.	PH 1/2023/550168	16/07/2021	PUBLISHED



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	Dt 18/01/2022		
55.	PH 1/2023/550167 Dt 18/01/2022	16/07/2021	PUBLISHED
56.	PH 1/2023/550199 Dt 24/01/2023	23/07/2021	PUBLISHED
57.	PH 1/2023/550200 Dt 24/01/2023	22/07/2021	PUBLISHED
58.	PH 1/2023/550356 dt 09/02/2023	09/08/2021	PUBLISHED
59.	PH 1/2023/550252 dt 30/01/2023	30/07/2021	PUBLISHED
60.	PH 1/2023/552923 DT 20/04/2023	20/04/2022	PUBLISHED
61.	TH 2301000305	16/07/2021	PUBLISHED
62.	TH 2301000307	16/07/2021	PUBLISHED
63.	TH2301000419	23/07/2021	PUBLISHED
64.	TH2301000418	22/07/2021	PUBLISHED
65.	TH2301000544	30/07/2021	PUBLISHED
66.	TH2301000730	09/08/2021	PUBLISHED

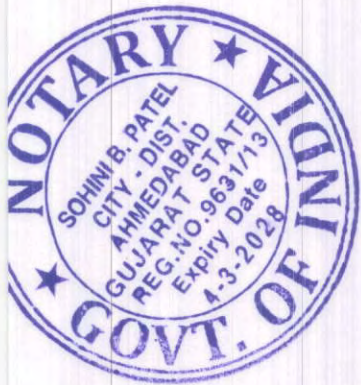


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67.	TH2301006910	20/04/2022	PUBLISHED
68.	P00202301479 (2023/05370)	16/07/2021	Under Examination
69.	P00202301480 (2023/09499)	16/07/2021	Under Examination
70.	P00202301655 (2023/05121)	23/07/2021	Under Examination
71.	P00202301647 (2023/05922)	22/07/2021	Under Examination
72.	P00202301801 (2023/04345)	30/07/2021	Under Examination
73.	P00202302167 (2023/04015)	09/08/2021	Under Examination
74.	P00202312476 (2024/01580)	20/04/2022	Under Examination
75.	PCT/IN2024/0520 78	16/10/2024	Yet not published
76.	VN1-2023-00988 Dt 17/02/2023	16-07-2021	PUBLISHED
77.	VN1-2023-00987 Dt 17/02/2023	16-07-2021	PUBLISHED
78.	VN1-2023-01181 dt 24/02/2023	23-07-2021	PUBLISHED



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79.	VN1-2023-01180 dt 24/02/2023	22-07-2021	PUBLISHED
80.	VN1-2023-01252 Dt 28/02/2023	30-07-2021	PUBLISHED
81.	VN1-2023-01494 Dt 10/03/2023	09-08-2021	PUBLISHED
82.	VN1-2023- 01006910 Dt 20/10/2023	20-04-2022	PUBLISHED



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