



IN-GJ02092653502266W

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty



सत्यमेव जयते

₹300

Sr. No. : 565/E/01 /2024

SOHINI B. PATEL
NOTARY
GOVT. OF INDIA

25/11/2024

Certificate No. : IN-GJ02092653502266W

Certificate Issued Date : 20-Nov-2024 12:03 PM

Account Reference : IMPACC (AC)/ gj13115411/ GULBAI TEKRA/ GJ-AH

Unique Doc. Reference : SUBIN-GJGJ1311541117981265282487W

Purchased by : BPI CHEMTEX PRIVATE LIMITED

Description of Document : Article 5(h) Agreement (not otherwise provided for)

Description : AGREEMENT

Consideration Price (Rs.) : 0
(Zero)

First Party : BPI CHEMTEX PRIVATE LIMITED

Second Party : GSP CROP SCIENCE PRIVATE LIMITED

Stamp Duty Paid By : BPI CHEMTEX PRIVATE LIMITED

Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



₹300

IN-GJ02092653502266W

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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.



TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made by and between BPI CHEMTEX PRIVATE LIMITED (formerly Bharat Pesticides Industries Private Limited) (hereinafter referred to as "Licensor"), having address at principal 403, Lalita Complex, Rasala Road, Navrangpura, Ahmedabad, Gujarat, India - 380009, and GSP CROP SCIENCE PRIVATE LIMITED (NOW KNOWN AS GSP CROP SCIENCE LIMITED) a 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 Trademarks in the name of BPI CHEMTEX PRIVATE LIMITED (which is hereinafter referred to as the "Licensed Trademarks");

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 Trademarks; and

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

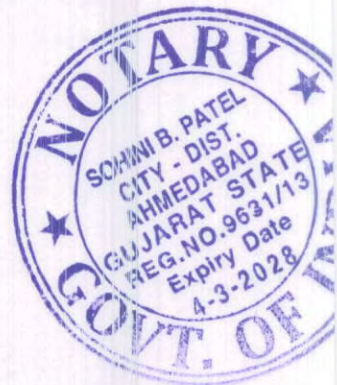
WHEREAS, the Parties entered into an Original Agreement dated 4th September, 1995 (the 'Original Agreement'). The parties now desire to enter into revised agreement effective from 01st October, 2024

The parties agree as follows:

1. DEFINITIONS

1.1 Licensed Trademarks. "Licensed Trademarks" as used in this Agreement shall mean claims derived from all the Registered Trademarks in the name of Licensor, and any trademark issued in future by the licensor.

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



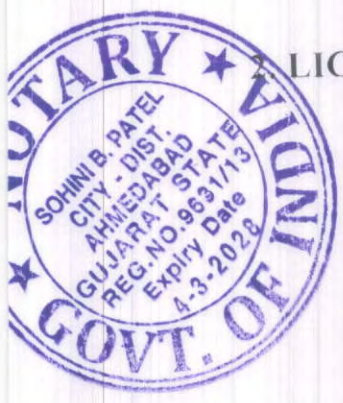


1.3 Effective Date. "Effective Date" shall mean the 01st October, 2024.

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 Trademark 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.

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

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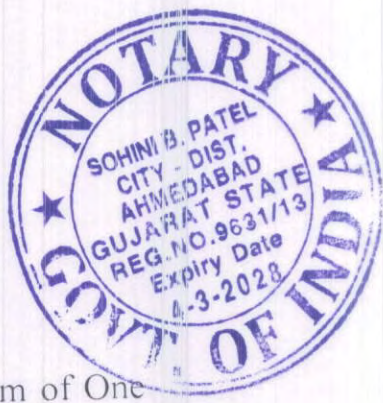
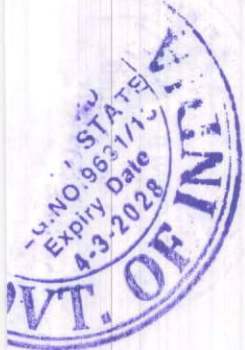
Trademark for the Term in the Territory to make, use, import, offer to sell, and sell Licensed Products.

2.2 Basis. The foregoing license is granted solely under the Licensed Trademark. No license under any other trademark or intellectual property of Licensor 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 Trademarks in the name of Licensor.

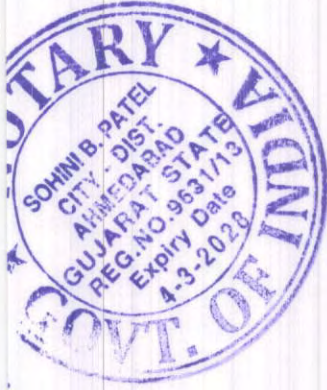
3. PAYMENTS

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 brand name of registered trademark to licensee.





AND we hereby covenant that we have full right to convey the entire interest herein assigned, 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 application and said corresponding trademark application(s) and said trademark 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 application, said corresponding trademark application(s) and said Trademark, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, 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 trademark protection for said inventions or improvements in any and all countries.



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

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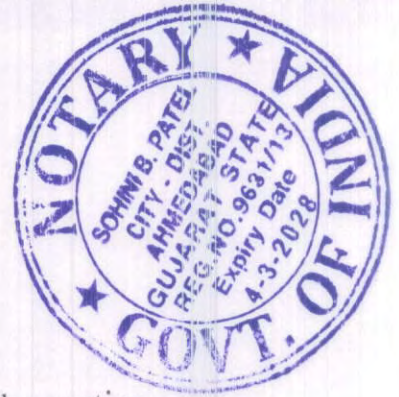
5. RELATIONSHIP OF THE PARTIES

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.

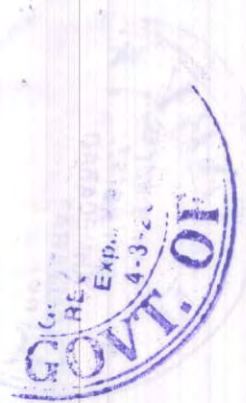
7. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION



- 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 **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



53



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.
- 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.




For the purposes of any Trademark infringement litigation, GSP CROP SCIENCE PRIVATE LIMITED (NOW KNOWN AS GSP CROP SCIENCE LIMITED) AND BPI CHEMTEX 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: BPI CHEMTEX PRIVATE LIMITED

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

Address: 403, 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

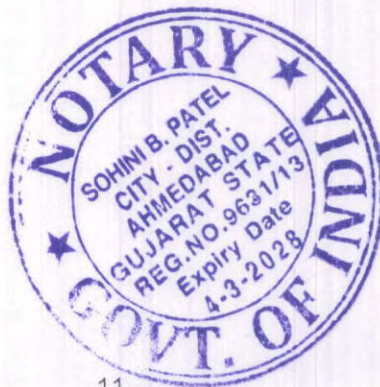
Address: 404, Lalita Complex, 352/3 Rasala Road Nr. Jain Temple, Navrangpura, Ahmedabad, Gujarat, India - 380009.


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

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.

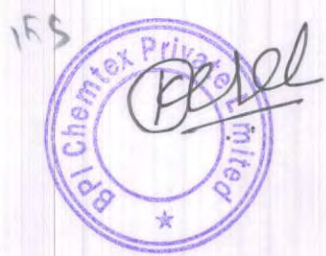
f) Counterpart

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



55



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

Each party will bear its own legal costs and expenses of and incidental to the preparation of this agreement dated 20/11/2024.





Third party Licensing:

In case of the licensor willing to license the said trademarks 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 Trademark Applications, Registered Trademarks in the name of the Licensor, subject to this agreement is enclosed herein Annexure A.

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]

BPI CHEMTEX PRIVATE LIMITED

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

K2

By: [Signature]
Name: Kenal Shah
Title: Director
Date: 20/11/2024



SS

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



Witnesses:

Name: [Signature]
Title: Authorized signatory
Date: 20/11/2024

Name: [Signature]
Title: D.M. - legal & CS
Date: 20/11/2024



SIGNED BEFORE ME

[Signature]
SOHINI B. PATEL
NOTARY
GOVT. OF INDIA
25/11/2024



ANNEXURE-A

SR. NO.	APPLICATION NO.	TRADEMARK	APPLICATION DATE	STATUS
1	679357	Fighter	07-09-1995	Registered
2	1821131	Over	22-05-2009	Registered
3	1342664	Ruby	07-03-2005	Registered
4	1995109	Sense-x	19-07-2010	Registered
5	679358	Tiger-100	07-09-1995	Registered
6	1287492	Tamper	02-06-2004	Registered

