



महाराष्ट्र MAHARASHTRA

2022

BT 567294

दस्तावा प्रकर

दस्त नोंदणी करण आहता का ?

नोंदणी होणार अहम्यास दु. मिशक कार्यालयाचे नाव

मिळकतीचे खोला

मोवदला गळकम

मुद्रांक विवदला घंणाल्याचे नाव व पत्ता

मुद्रांका उपकरणांचा मजल व पत्ता

हलाके कार्यालयाचे नाव व पत्ता

मुद्रांक गुणवत्ता गळकम

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मुद्रांक गुणवत्ता गळकम

BY AND BETWEEN

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("this Agreement") is made at Pune on this 01st day of December, 2022.

M/S. Happy Beverages and Foods Private Limited, CIN: U15122PN2014PTC153156 a company incorporated under the provisions of Companies Act 1956, having its registered office address at: SR. NO. 107, Emirus Building E, 4TH, 7TH, 8TH & Terrace Floor, Baner Pune 411045, represented through its authorized signatory Rahul Uppal (hereinafter referred to as "LICENSOR" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators and permitted assignees);

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AND

M/s. Netsurf Communications Private Limited, CIN: U74110PN2000PTC142615 a company incorporated under the provisions of Companies Act 1956, having its registered office address at: Sr No. 107 Emirus Bldg. E 4th, 7th, 8th & Terrace Floor, Baner Pune MH 411045, represented through its authorized signatory Mr. Ketan Ganu Director of the Company (hereinafter referred to as “**Company**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include executors, administrators, successors-in-interest and permitted assignees).

Hereinafter, in this Agreement, Licensor and the Company shall jointly be referred to as “**the Parties**” and individually as “**the Party**”.

WHEREAS:

- A. WHEREAS, Licensor is the owner of the trade name “Woohoo” and distinctive “LOGO” (the “Licensed Mark”) and has filed an application to register the mark in INDIA (the “Territory”) to ensure its controlled use in a manner which creates value for the Licensor in terms of goodwill and trust.
- B. Whereas the Company is a direct selling company selling & distributing products in the field of health care, home care, personal care, organic farming and make-up through its vast network of direct sellers as well as mobile application named ‘Netsurf Mobile App’.
- C. Whereas Licensor is also a manufacturer of Milk & Milk products and is in requirement of a marketing and distributing network in order to boost its sales and revenue and has approached the Company for necessary services and is willing to provide necessary license of one of its product for sale increment subject to the terms and conditions of this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION OF RS. ONE HUNDRED ONLY, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS.

1. EFFECTIVE DATE: This agreement shall come into effect from 01st November 2022 (“**Effective Date**”).

2. LICENSE GRANT & ROYALTY:

- 2.1. **License:** Subject to the terms and conditions of this Agreement, “Licensor” hereby grants to “Company”, and “Company” hereby accepts from “Licensor”, a personal, non-exclusive, right and license to use the Licensed Mark on the “Product” which may be manufactured and sold not only in India but outside India also by the company, as per the terms and conditions set forth under this agreement. During the term of this Agreement, “Company” shall use the Licensed Mark only to the extent permitted under this License, and except as provided above, neither “Company” nor any affiliate, owner, director, officer, employee, or agent thereof shall otherwise use the Licensed Mark or any derivative thereof in the Territory without the prior express written consent of “Licensor” in its sole and absolute discretion. All rights not expressly granted to “Company” hereunder shall remain the exclusive property of “Licensor”.
- 2.2. **Licensor’s Use:** Nothing in this Agreement shall preclude Licensor or any of its successors or assigns from using or permitting other entities to use the Licensed Mark, whether or not such entity directly or indirectly competes or conflicts with “Company” business in any manner.
- 2.3. **Royalty:** In return for use of the “Licensed Mark” on the product, the Company agrees to pay the Licensor an annual royalty equivalent to Rs. 50,000 per year until the term of this agreement or 10 years whichever is earlier. No royalty shall be payable after ten years. Royalty shall be payable on annual basis before the 31st March, every year.

3. OWNERSHIP:

- 3.1. **Ownership:** “Company” acknowledges and agrees that “Licensor” is the owner of all right, title, and interest in and to the Licensed Mark, and all such right, title and interest shall remain with the “Licensor”. “Company” shall not contest, dispute, challenge, oppose or seek to cancel “Licensor” right, title and interest in and to the Licensed Mark. “Company” shall not prosecute any application for registration of the Licensed Mark, or seek to register the Licensed Mark as a domain name or part of any domain name.

3.2. **Goodwill:** "Company" acknowledges that "Company" shall not acquire any right, title, or interest in the Licensed Mark by virtue of this Agreement other than the license granted hereunder, and disclaims any such right, title, interest, or ownership. All goodwill and reputation generated by "Company" use of the Licensed Mark shall inure to the exclusive benefit of "Licensor". "Company" shall not by any act or omission use the Licensed Mark in any manner that disparages or reflects adversely on "Licensor" or its reputation. "Company" shall not take any action that would interfere with or prejudice "Licensor" ownership or registration of the Licensed Mark, the validity of the Licensed Mark or the validity of the license granted by this Agreement.

4. COMPLIANCE:

4.1. **Quality Control:** In order to preserve the inherent value of the Licensed Mark, "Company" agrees to use reasonable efforts to ensure that it maintains the quality of the "Company" business and the operation thereof equal to the standards prevailing in the operation of "Licensor" and "Company" business as of the date of this Agreement. The "Company" further agrees to use the Licensed Mark in accordance with such quality standards as may be reasonably established by Licensor and communicated to the "Company" from time to time in writing, or as may be agreed to by Licensor and the "Company" from time to time in writing.

4.2. **Compliance with Laws:** "Company" agrees that the business operated by it in connection with the Licensed Mark shall comply with all laws, rules, regulations and requirements of any governmental body in the Territory or elsewhere as may be applicable to the operation, advertising and promotion of the business and shall notify "Licensor" of any action that must be taken by "Company" to comply with such law, rules, regulations or requirements.

4.3. **Notification of Infringement:** Each party shall immediately notify the other party and provide to the other party all relevant background facts upon becoming aware of (a) any registrations of, or applications for registration of, marks in the Territory that do or may conflict with any Licensed Mark, and (b) any infringements, imitations, or illegal use or misuse of the Licensed Mark in the Territory. "Licensor" shall have the exclusive right and obligation, to prosecute, defend and/or settle in its sole discretion, all actions, proceedings and claims involving any Third-Party Infringement or Third Party Claim relating to the Licensed mark, and to take any other action that it deems necessary or proper for the protection and preservation of its rights in the Licensed Mark at its own expense and effort. "Company" shall cooperate with "Licensor" in the prosecution, defence, or settlement of such actions, proceedings, or claims.

5. REPRESENTATION AND WARRANTIES:

5.1. **Due Authorization:** Such party is a "Company" duly incorporated and in good standing as of the Effective Date, and the execution, delivery and performance of this Agreement by such party have been duly authorized by all necessary action on the part of such party.

5.2. **Due Execution:** This Agreement has been duly executed and delivered by such party and, with due authorization, execution and delivery by the other party, constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

5.3. **No Conflict:** Such party's execution, delivery and performance of this Agreement do not: (i) violate, conflict with or result in the breach of any provision of the charter or by-laws (or similar organizational documents) of such party; (ii) conflict with or violate any law or governmental order applicable to such party or any of its assets, properties or businesses; or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a party.

6. TERM AND TERMINATION:

6.1. **Term:** This Agreement is valid for ten years from date of first commercial sale of the 'product' and shall expire (a) upon expiration of the Agreement; (b) upon termination which can be carried out by "Licensor" or "Company" upon sixty (60) days' written notice to the other party, or (c) by "Licensor" at any time in the event "Company" assigns or attempts to assign or sublicense this Agreement or any of "Company" rights or duties hereunder without the prior written consent of "Licensor".

6.2. **Upon Termination:** Upon expiration or termination of this Agreement, all rights granted to “Company” under this Agreement with respect to the Licensed Mark shall cease, and “Company” shall immediately discontinue all use of the Licensed Mark. “Company” shall immediately change the name on “Product” by deleting the Licensed Mark. For twenty-four (24) months following termination of this Agreement, “Company” shall specify on all public-facing materials in a prominent place and in prominent typeface that “Company” is no longer operating under the Licensed Mark and is no longer associated with Licensor.

7. **MISCELLANEOUS:**

7.1. **Assignment:** “Company” will not sublicense, assign, pledge, grant or otherwise encumber or transfer to any third party all or any part of its rights or duties under this Agreement, in whole or in part, without the prior written consent from “Licensor”, which consent “Licensor” may grant or withhold in its sole and absolute discretion. Any purported transfer without such consent shall be void ab initio.

7.2. **Independent Contractor:** Except as expressly provided or authorized in this Agreement, neither party shall have, or shall represent that it has, any power, right or authority to bind the other party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other party.

7.3. **Notices:** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service (with signature required), by facsimile, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses:

For Licensor	For Company
Kind Attn: Mr. Rahul Uppal Happy Beverages and Foods Private Limited Sr. No 107 Emirus Bldg Laxman Nagar Baner Pune 411045	Kind Attn: Mr. Ketan Gannu Netsurf Communications Pvt Ltd Sr. No 107 Emirus Bldg Laxman Nagar Baner Pune 411045

7.4. **Governing Law:** This Agreement shall be governed by, and construed in accordance with the applicable central and state laws (State of Maharashtra), INDIA. The parties unconditionally and irrevocably consent to the exclusive jurisdiction of the courts located in Pune and waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

7.5. **Amendment:** This Agreement may not be amended or modified except by an instrument in writing signed by each party hereto.

7.6. **No Waiver:** The failure of either party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such party thereafter to enforce such provisions, and no waiver shall be binding unless executed in writing by all parties hereto.

7.7. **Severability:** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.



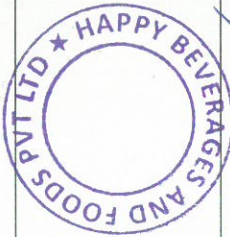

7.8. **Headings:** The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

7.9. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original instrument and all of which taken together shall constitute one and the same agreement.

7.10. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties with respect to such subject matter.

7.11. **Third Party Beneficiaries:** Nothing in this Agreement, either express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year hereinabove written;

SIGNED AND DELIVERED BY WITHIN NAMED LICENSOR	SIGNED AND DELIVERED BY WITHIN NETSURF COMMUNICATIONS PRIVATE LIMITED ('COMPANY')
Sign 	Sign 
Seal 	Seal 
Mr. Rahul Uppal	Mr. Ketan Chandrakant Gannu

In the presence of:

Witness 1:

Signature: 

Name: Karan Patwardhan

Add: Hinjewadi, Pune

Witness 2:

Signature: 

Name: Amrith Sutar

Add: Phanori, Pune-15