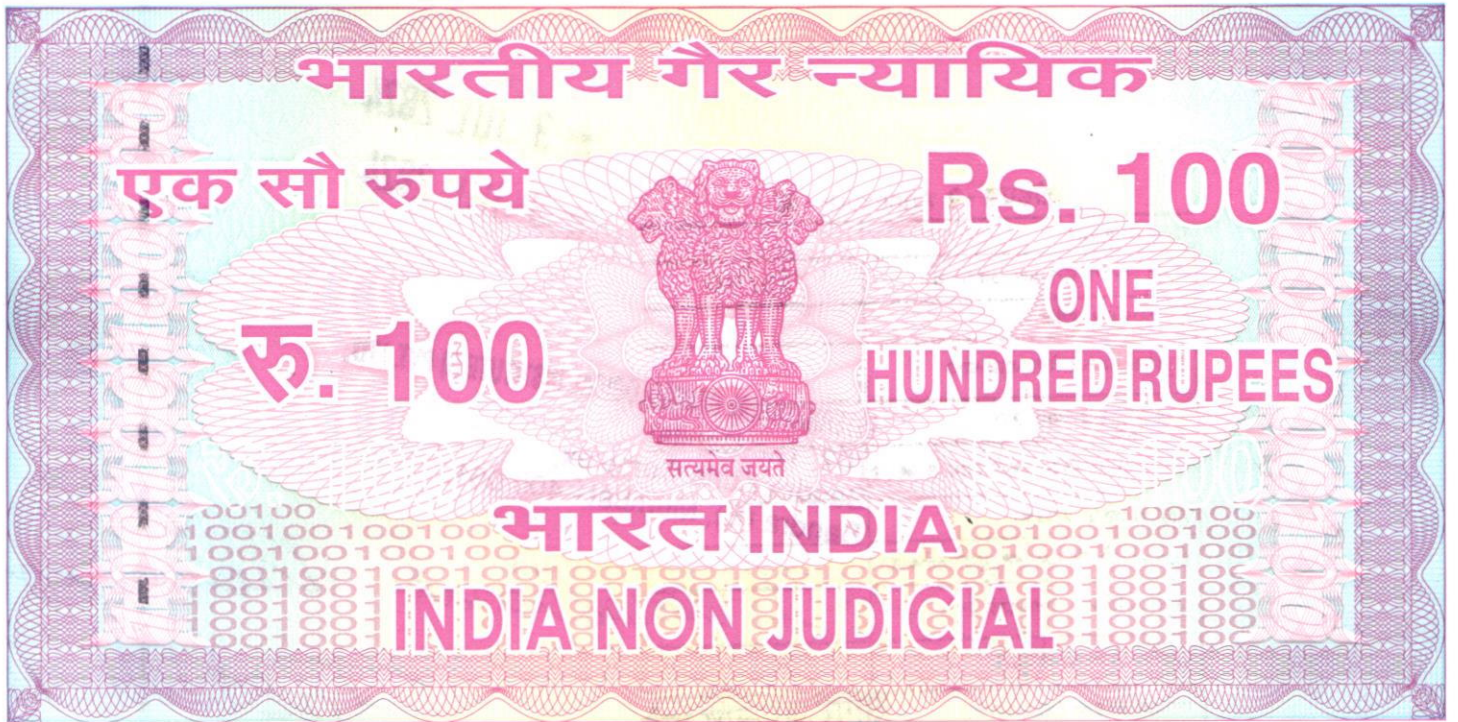




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2024

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प्रधान मुद्रांक कार्यालय, मुंबई
प.सू.वि.क्र. ८००००१४
27 JUN 2024
सक्षम अधिकारी

श्रीम. एल.एस. सांगळे

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE TRADEMARK LICENSE AGREEMENT
EXECUTED BETWEEN INTERNATIONAL GEMMOLOGICAL INSTITUTE B.V. (LICENSOR) AND
INTERNATIONAL GEMMOLOGICAL INSTITUTE (INDIA) PRIVATE LIMITED (LICENSEE).



3 JUL 2024
3 JUL 2024

जोड़पत्र - 2 Annexure - 2

दस्तावेज क्रमांक	
दस्तावेज नोंदणी बजावण आदेश का	YES/NO
मिळवळीचे कारण -	
मुद्रांक विकत घेणाऱ्याचे नाव	
मुद्रांक विकत घेणाऱ्याचे नाव	
सर्वो असाध्य अस त्याचे नाव व पत्ता	
मुद्रांक विकत घेणाऱ्याचे नाव	
मुद्रांक विकत घेणाऱ्याचे नाव	
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मुद्रांक विकत घेणाऱ्याचे नाव	
पत्राचा क्रमांक: 0000098	
मुद्रांक विकत घेणाऱ्याचे नाव/पत्ता: मंगलाय बँक बॉम्बे शाखा, मुंबई	
दि. मंगलाय मंगलाय ऑफिस अलाईड ऑफिस मंगलाय, ऑप. बँक लि.	
मंगलाय - 400 032.	
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्या कारणासाठी	
मुद्रांक खरेदी करण्यापेक्षा व महिल्यात वाढणे बंधनकारक आहे.	

INTERNATIONAL GEMMOLOGICAL INSTITUTE (I) PVT. LTD.
702, The Capital
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051.

International Gemmological
Institute B.V.

सागर जगन्नाथ माने

Trademark License Agreement

This Trademark License Agreement ("**Agreement**"), effective *nunc pro tunc*, as of July 04, 2024 ("**Effective Date**"), is by and between International Gemmological Institute B.V. having its registered office at Schupstraat 1, 2018 Anvers, Belgium ("**Licensor**") and International Gemmological Institute (India) Private Limited having its registered office at 702, 7th Floor, The Capital, Bandra Kurla Complex, Bandra East, Mumbai 400 051, Maharashtra, India ("**Licensee**") (collectively, the "**Parties**," or each, individually, a "**Party**").

WHEREAS, Licensor is the owner of the Licensed Marks (as defined below); and

WHEREAS, Licensee is an affiliate of Licensor, which, has operated and used the Licensed Marks with the consent and oversight of Licensor for the Licensed Services (as defined below) in the Territory (as defined below); and

WHEREAS the Parties now wish to formally memorialize the Licensee's right to operate and use the Licensed Marks for the Licensed Services in the Territory in this *nunc pro tunc* Trademark License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. License.

(a) Grant. Subject to this Agreement's terms and conditions, Licensor hereby grants to Licensee during the Term (as defined below) a worldwide, royalty-free, non-transferable license to use the Licensed Marks and copyrights vested in the Licensed Marks as set forth on Schedule 1 and the website (www.igi.org) ("**Licensed Marks**") solely in connection with the services listed on Schedule 2 ("**Licensed Services**") in India ("**Territory**").

2. Use of the Licensed Marks.

(a) Compliance. Licensee shall ensure that all Licensed Services and all uses of the Licensed Marks by Licensee, including all advertising, marketing, and promotional materials used in connection with the Licensed Services, shall:

(i) Comply with Licensor's guidelines, if any, concerning the form and manner of presentation of the Licensed Marks, including any Licensor's requirements for use of notice symbols and legends;



A handwritten signature in blue ink, consisting of a stylized 'H' followed by a flourish.

(ii) Be of high quality consistent with the high quality of Licensor's services and the good reputation of Licensor as symbolized by the Licensed Mark as of the Effective Date; and

(iii) Comply with all applicable laws and regulations.

(b) Inspections and Approvals. To ensure Licensee's compliance with Section 2(a), Licensee shall (i) permit Licensor (or its authorized representative), on reasonable notice and during normal business hours, and subject to reasonable confidentiality obligations, to meet with Licensee (or its authorized representative) to review and approve Licensee's services and Licensee's use of the Licensed Marks. If Licensor identifies any issues during any such review, or otherwise notifies Licensee of any non-compliance with the requirements of Section 2(a), Licensee shall reasonably remedy any such non-compliance.

3. Ownership and Protection of the Licensed Marks.

(a) Acknowledgment. Licensee acknowledges and agrees that, as between the Parties, (i) Licensor owns and will retain all right, title, and interest in and to the Licensed Marks and copyrights vested in the same; and (ii) all use by Licensee of the Licensed Marks under this Agreement, and all goodwill accruing therefrom, will inure to the benefit of Licensor.

(b) Registration and Maintenance. Licensor has the sole right, in its discretion to file, prosecute, and maintain all applications and registrations for the Licensed Marks.

(c) Enforcement. Licensee shall promptly notify Licensor in writing of any actual, suspected, or threatened infringement, dilution, or other conflicting use of the Licensed Mark by any third party of which it becomes aware. Licensor has the sole right, in its discretion, to bring any action or proceeding with respect to any such infringement, dilution, or other conflict and to control the conduct of, and retain any monetary recovery resulting from, any such action or proceeding (including any settlement). Notwithstanding the above, prior to taking any action to enforce its rights and prior to the settlement of any dispute, Licensor shall consult with Licensee about such enforcement or settlement. Licensee shall provide Licensor with all assistance that Licensor may reasonably request, at Licensor's expense, in connection with any such action or proceeding.



4. Representations and Warranties.

(a) Mutual Representations. Each Party represents and warrants to the other Party that, as of the Effective Date: (i) it is duly organized, validly existing, and in good standing under the laws of the state or jurisdiction of its organization; (ii) it has the full right, power, and authority to enter into and perform its obligations under this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by such Party; and (iv) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms.

(b) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, LICENSOR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT AND THE LICENSED MARKS, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSOR MAKES NO REPRESENTATION OR WARRANTY THAT ANY LICENSED MARK IS VALID OR THAT THE EXERCISE BY LICENSEE OF ANY RIGHTS GRANTED UNDER THIS AGREEMENT WILL NOT INFRINGE THE RIGHTS OF ANY PERSON.

5. Term and Termination.

(a) Term. This Agreement is effective as of the Effective Date and will continue in effect unless terminated earlier in accordance with Section 6(b) or until Licensor ceases using the Licensed Marks.

(b) Termination.

(i) Either Party may terminate this Agreement on written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching Party.

(ii) This Agreement shall terminate immediately upon Licensor ceasing to be an affiliate/ group company of the Licensor.



A handwritten signature in blue ink, consisting of stylized, overlapping loops.

(c) Effect of Termination. Upon the expiration or termination of this Agreement: (i) all rights and licenses granted under this Agreement will automatically and immediately terminate; and (ii) Licensee shall phase out and cease all use of the Licensed Mark in a commercially reasonable manner and shall confirm such in writing to Licensor, and expiration or termination of this Agreement will not relieve the Parties of any obligations accruing before the effective date of expiration or termination. The parties' rights and obligations set forth in Section 3(a) (Acknowledgment), Section 4 (Representations and Warranties), Section 6(c) (Effect of Termination), and Section 7 (General Provisions), and any right, obligation, or required performance of the Parties under this Agreement that, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

(d) Assignment. Licensee may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

6. General Provisions.

(a) Further Assurances. Each Party shall, and shall cause their respective Affiliates to, upon the reasonable request, and at the sole cost and expense, of the other Party, promptly execute such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement.

(b) Notices. All correspondence or notices required or permitted to be given under this Agreement must be in writing, in English, and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time). Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the notice has complied with the requirements of this Section. Such communications must be sent to the respective Parties



at the following addresses (or at such other address for a Party as specified in a notice given in accordance with this Section):

If to Licensor: Deborah Grosman,
Schupstraat 1, 2018 Anvers, Belgium
Email: deborah@igi.org

If to Licensee: Sindhu Loyal,
702, 7th Floor,
The Capital,
Bandra Kurla
Complex, Bandra
East, Mumbai 400
051, Maharashtra,
India
Email:
sindhu@igi.org

(c) Entire Agreement. This Agreement, including and together with any related exhibits and schedules, constitutes the sole and entire agreement of Licensor and Licensee with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

(d) No Third-Party Beneficiaries. This Agreement solely benefits the Parties and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(e) Amendment; Waiver. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.



(f) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Governing Law and Venue. This Agreement, and all matters arising out of or relating to this Agreement, will be governed by, and construed in accordance with, the laws of India, without regard to any choice or conflict of law's provisions thereof. Any civil action or legal proceeding arising out of or relating to this Agreement, or the Licensed Marks shall be brought only in the courts of Mumbai. The Parties agree that such courts have personal jurisdiction over them.

(h) Equitable Relief. Each Party acknowledges that a breach by the other Party of this Agreement may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching Party will be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies are not exclusive but are in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

(i) Counterparts. This Agreement may be executed in counterparts and by means of electronic signatures, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective representatives thereunto duly authorized.

International Gemmological Institute
B.V.

INTERNATIONAL
GEMOLOGICAL
INSTITUTE BV
Schupstraat 1
2018 Antwerp
Belgium
Registration Nr BE 0415201273

By Deborah Grosman

Name: Deborah Grosman

Title: Director

International Gemmological Institute
(India) Private Limited



By Sindhu

Name: Sindhu Loyal

Title: Director – Operation and Finance

SCHEDULE 1

Licensed Marks and Copyrights in Such Marks

Trademark	Application no.	Class	Application Date	Next renewal date
 IGI	5585261	41, 42	27-Aug-22	27-Aug-32
	1523811	41	23-Jan-07	23-Jan-27
	1523809	36	23-Jan-07	23-Jan-27
IGI	1523810	36	23-Jan-07	23-Jan-27



SCHEDULE 2

Licensed Services

For carrying out business as per Memorandum of Association & Articles of Association.



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