

INTER-COMPANY AGREEMENT

This inter-company agreement (the "Agreement") is made on 10th February 2025 ("Execution Date") and effective from 1st January 2025 ("Effective Date")

BY AND BETWEEN:

URBANCLAP TECHNOLOGIES INDIA PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 having its registered address at Unit No. 08, Ground Floor, Rectangle 1, Plot No. D4, Saket District Centre, Saket, South Delhi, New Delhi, 110017 Delhi, India, bearing Corporate Identity Number (CIN)-U74140DL2014PTC274413 (hereinafter referred to as "Urban Company")

AND

HANDY HOME SOLUTIONS PRIVATE LIMITED, a company incorporated under the provisions of Companies Act, 2013, having its registered office at having its registered address at Unit No. 08, Ground Floor, Rectangle 1, Plot No. D4, Saket District Centre, Saket, South Delhi, New Delhi, 110017 Delhi, India bearing Corporate Identity Number (CIN)-U74900DL2014PTC428373 (hereinafter referred to as "HH")

each a "Party" and together the "Parties"

WHEREAS.

1. Urban Company is engaged in in the business of providing an e-commerce marketplace that facilitates the connection of independent service providers with end-users for the provision of various home-based services;
2. Urban Company is the legal owner of the intellectual property in the IP Product and the IPs attached thereto as more particularly defined in clause 2 and wishes to license the IP Product and the IPs to HH as set out in this Agreement.
3. HH is a hundred per cent subsidiary of Urban Company and is scaling up its business operations. Till such time that HH is able to independently conduct its business, Urban Company shall assist it by providing it the IPs;
4. Based on the representations made, the Parties desire to enter into this Agreement for the purpose of licensing IPs and the intellectual property rights vested in the IP Product.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the Parties, hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, First Party and Second Party, intending to be legally bound hereby, agree as follows:

1. Subject of the Agreement

Subject to the terms of this Agreement, Urban Company hereby grants HH a license (more particularly defined in Clause 2 below) to the IP Product and to use the IPs for its business.

2. IPs

- 2.1. For the purposes of this agreement, the term "IPs" shall include a license to the invention ("IP Product") more particularly defined in Annexure A to this Agreement and all intellectual property rights in relation thereto including without limitation any patents pending or granted that pertain to any aspect or feature of the IP Product. The term IPs shall include all technology

owned by Urban Company that is embodied in the IPs or that directly or indirectly relates to the IPs or to the manufacture, marketing, distribution, sale, or support of the IPs, including the original manufacturing specifications ("**Manufacturing Specifications**") and technical specifications ("**Technical Specifications**") as set out in Annexure A to this Agreement.

2.2. Subject to the terms of this Agreement, Urban Company hereby grants to HH a royalty-bearing, non-assignable, non-transferable, sub-licensable (to the extent set out in clause 2.3) license under Urban Company's intellectual property rights to the IPs to:

- a. use (in accordance with the applicable Technical Specifications) the IPs during the term of this Agreement solely to manufacture IP Product in full compliance with the applicable Manufacturing Specifications;
- b. market, distribute, and sell IP Products appropriately manufactured to prospective customers within such territories as mutually agreed by the Parties ("**Territory**");
- c. use the IPs during the term of this Agreement and after the term of this Agreement to provide technical support to customers that purchase the IP Product during the term of this Agreement.

2.3. Subject to the terms of this Agreement, HH may sublicense its rights under Section 2.2 to a third party that is authorized to manufacture the IP Products on behalf of and for the benefit of HH ("**Contract Manufacturer**") for so long as it remains a Contract Manufacturer if (a) the Contract Manufacturer only exercises the rights on behalf of and for the benefit of HH; (b) the Contract Manufacturer is legally bound to use the IPs solely to manufacture IP Product for HH and to maintain and protect the secrecy of the IPs; (c) HH guarantees the Contract Manufacturer's compliance with the terms of this Agreement; and (d) HH indemnifies Urban Company from all actual and direct damages, costs, and expenses resulting from the Contract Manufacturer's exercise of the sublicensed rights and the Contract Manufacturer's failure to comply with the terms of this Agreement.

2.4. Restrictions:

- 2.4.1. HH is not permitted to modify the IPs or any underlying technology, without the prior written consent of Urban Company. Accordingly, Urban Company will own all right, title, and interest (including intellectual property rights) in and to any such modifications. HH will assign and does hereby assign to Urban Company all right, title, and interest (including intellectual property rights) in and to any such modifications, if any, which HH will promptly disclose to Urban Company.
- 2.4.2. HH may not transfer the rights under this Agreement by any means, including sublicensing, to another entity unless such transfer is expressly permitted under this Agreement or HH has obtained the prior written consent of Urban Company.
- 2.4.3. In consideration of the license and rights granted herein, HH shall not during the term of this Agreement commercially manufacture, sell or market the IP Product outside of the Territory.
- 2.4.4. The IPs are licensed, not sold, by Urban Company to HH, and nothing in this Agreement will be interpreted or construed as a sale or purchase of the IPs or the IP Product to HH. HH will not have any rights in or to the IPs and the IP Product except as expressly granted in this Agreement. Occam reserves to itself all rights

to the IPs and the IP Product not expressly granted to HH in accordance with this Agreement.

3. Compensation

- 3.1. In consideration for the provision of the right to use IPs specified in this Agreement, HH shall pay to Urban Company a license fee of 5% (five percent) of the total Gross Profit Margin of the sold IP Product as recorded in its books of account prepared in accordance with the applicable accounting regulations.
- 3.2. UC shall raise invoices on HH on half-yearly basis for the license to the IPs and all undisputed invoices shall be paid by wire transfer by HH within 90 days of the date of invoice.
- 3.3. Taxes:
- 3.3.1. Direct Tax: Amount payable to Urban Company will be subject to tax deduction at source or any other as application or prevailing as on date as per applicable law, if any.
- 3.3.2. Indirect Tax:
- i. For the purpose of this agreement, the term 'GST' shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST'), Integrated Goods and Services Tax ('IGST'), Union Territory Goods and Service Tax ('UTGST') and any other indirect taxes as levied by the Government of India from time to time.
 - ii. Urban Company will charge applicable GST basis the place of supply of services in accordance with the provisions of GST law.
 - iii. Urban Company will ensure issuance of proper tax invoice, payment of taxes to the Government, filing of returns or any other compliances as required under law.

4. Term and Termination

- 4.1. This Agreement shall become valid and binding on both Parties from the effective date and shall be valid for three (3) years from the effective date and thereafter be renewed automatically for subsequent terms of three (3) years each.
- 4.2. Either Party may terminate this Agreement at any time, without cause and without liability for any termination indemnity claim, upon serving 30 days' prior notice to the other Party. In addition, either Party may terminate the Agreement without giving prior notice if the other Party fails to keep or perform any material covenant, agreement, term or provision of this Agreement and such failure shall continue for a period of thirty (30) days after receipt of notice of such default from other Party save that where such breach is incapable of remedy then the Agreement may be terminated forthwith.
- 4.3. Upon termination of this agreement, license granted to HH for the IP Product and the IPs shall cease and HH shall cease using the IPs to manufacture and sell the IP Product within such period as may be agreed between the Parties.

5. Confidentiality

5.1. Either Party shall not share any Confidential Information to any person outside its organisation and shall only disclose the same to persons within its organisation on a need-to-know basis. For the purpose of this Agreement, Confidential Information shall mean any and all information which one Party may have or acquired (whether before or after the date of this Agreement) from the other Party as a consequence of the execution and performance of this Agreement including, without limitation, any information provided pursuant to any of the provisions of this Agreement ("Confidential Information").

5.2. For the purposes of this Agreement, the following information shall not be considered as Confidential Information:

- i. That is publicly available through no breach of this Agreement by either Party; or
- ii. That is independently developed or was previously known by either Party; or
- iii. That is rightfully acquired by either Party from a third party not under an obligation of confidentiality; or
- iv. That is otherwise identified as not being Confidential Information under this Agreement; or
- v. That is requested by any court of competent jurisdiction under any summons or show cause notice.

5.3. The confidentiality obligations herein shall survive the termination of this Agreement.

6. Representations and Warranties

6.1. Each Party represents and warrant that –

- a. it is duly incorporated and is a validly existing corporation and is qualified to do business under the laws of India;
- b. the execution and delivery of this Agreement is within the corporate power and authority and has been duly authorized by proper proceedings of each Party and shall not contravene any provision of law or regulation, certificate of incorporation or by-law, or any agreement or instrument binding upon any Party hereto; and
- c. assuming due authorization and delivery of the respective parties hereto, this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its respective terms.

7. Indemnification and Limitation of Liability

7.1. Either Party shall keep the other and its directors, officers, employees, agents and its affiliates (including their directors, officers, employees and agents) fully indemnified (without any limitation whatsoever on its liability) at all times against any and all loss, damage, loss of reputation, loss of goodwill, liability, loss, fines, penalties, fees, damages, costs, amounts and expense (including without limitation attorneys' fees) arising out of any obligations, claims, actions, suits, judgments, orders, litigations, enforcements and/or proceedings, incurred or sustained by in connection with and as a consequence of : (i) breach of the terms of this

Agreement or an addendum (and any addendums or amendments thereof); (ii) breach of applicable law and/or non-compliance with any statutory or legal requirements; (iii) breach of its covenants, representations and warranties provided in the Agreement; (iv) fraud, theft, misconduct, negligence or deficiency of Service; (v) any breach of third-party intellectual property rights by either Party.

- 7.2. In no event shall either Party be liable for, and either Party hereby waives the right to claim, any indirect, special, incidental, or consequential damages (including lost profits) directly or indirectly relating to or arising out of the breach of this Agreement, regardless of the form of action, whether in Agreement, tort, strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen, even if either Party has been advised of the possibility thereof.

8. Waiver, Amendment and Modification

- 8.1. No waiver of any term or condition is valid unless it is in writing and signed by a performance of any term or condition or instruction, or to exercise any right or privilege included in the agreement, shall not constitute a waiver of the same and should not thereafter waive any such term or condition or instruction and/or any right or privilege.
- 8.2. No waiver of any breach of any term of this agreement constitutes waiver of a subsequent breach.
- 8.3. Any amendment or modification to this agreement shall not be effective unless in writing and signed by the party against whom enforcement is sought.

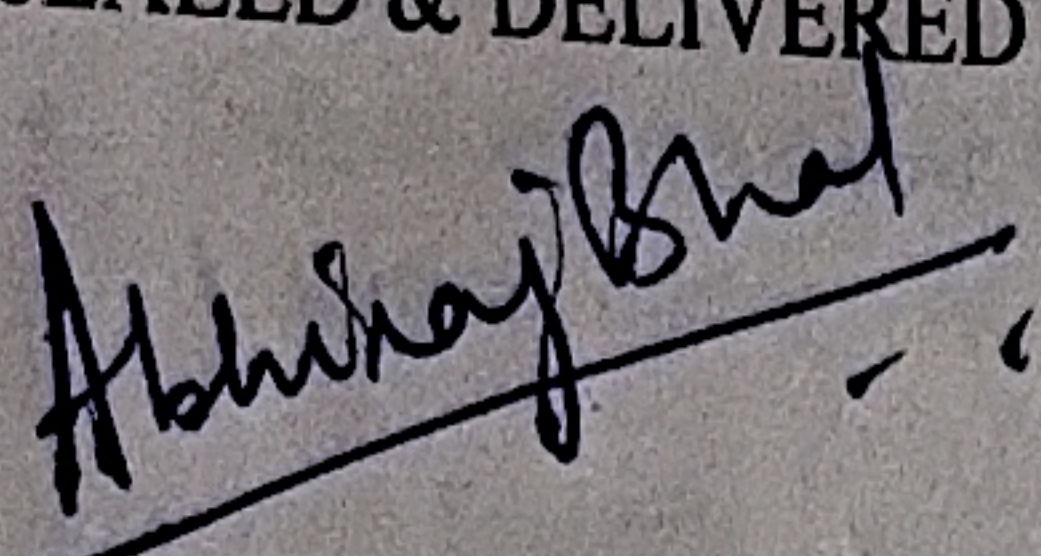
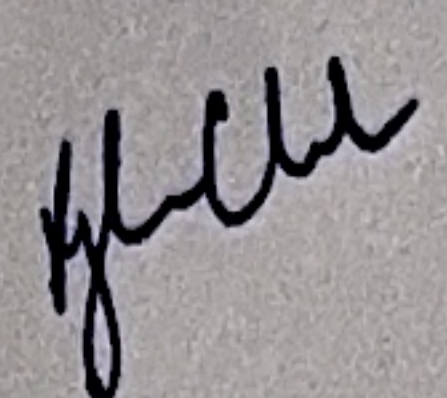
9. Force Majeure

Neither Party shall be liable for any default due to or caused by Force Majeure. Force Majeure shall include any act of God, national emergency, outbreak of disease, floods, water-leakage, war, strike, lock-out, industrial action, fire, loss, theft, confiscation or seizure of delivery equipment rendering impossible the performance of either Party of its obligations under this Agreement. All obligations of the Parties under this Agreement shall be suspended during the continuance of such Force Majeure event.

10. Dispute Resolution, Governing Law and Jurisdiction

This Agreement is governed by the laws of India, excluding its conflicts of law rules. All disputes and differences arising out of or in connection with this Agreement, if not resolved within 15 (fifteen) days through discussion between the Parties, shall be referred to the arbitration of a sole arbitrator appointed mutually between the parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings shall be conducted in English and the venue of the arbitration shall be New Delhi. Subject to the arbitration provisions set out herein, all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts situated at New Delhi.

AS WITNESS, this Agreement has been signed by the duly authorised representatives of the Parties the day and year first before written.

<p>SIGNED, SEALED & DELIVERED</p> <p></p> <p>URBANCLAP TECHNOLOGIES INDIA PRIVATE LIMITED</p> <p>By: Title:</p>	<p>SIGNED, SEALED & DELIVERED</p> <p></p> <p>HANDY HOME SOLUTIONS PRIVATE LIMITED</p> <p>By: Title:</p>
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Annexure A

a. Detailed description of the device

Overview: The present invention relates to a comprehensive diagnostic system and process for monitoring and troubleshooting electrical appliances. More particularly, the invention relates to a comprehensive diagnostic system and process configured to monitor and troubleshoot issues in electrical appliances such as air conditioners, refrigerators and washing machine.

Key features - AC

New Technology - Inverter AC

- BLDC motors - 5 and 6 wire
- Inverter Compressors - (AC and DC - 3 phase)
- Inverter PCB's - UVW analyser
- UVW analyser - Motors
- Step valve
- Communication between IDU to ODU + F1 and F2

Non-Inverter AC

- PCB Output - LED and wiring connector
- Induction motor
- Capacitors

Key features - RWM

New Technology - Inverter

- BLDC, and UVW fan motors - PWM
- Inverter Compressors - DIC, Universal motors (AC and DC - 3 phase)
- 3 Phase - 30 and 12 volts
- Inverter PCB's - UVW analyser
- UVW analyser - Motors

- Step valve and Hall sensor H1, H2
- Damper motor - Electrical

Non-Inverter

- Pcb Output - LED and wiring connector
- Induction motor with 6 MFD capacitor
- Universal motor – AC

Common Features

- 4*20" display - Digital
- Voltage - AC voltage (0~750 volt) Accuracy req (AC volt 190~240)
DC voltage (0~600 volt) Accuracy req (DC volt 0 to 12)
- Capacitance - 0~100uf (Accuracy Req 36 to 60 MFD)
- Resistance - 0 Ohms to 300 K ohms (Accuracy req 0 to 12 K ohms)
- Continuity and Buzzer
- Clamp with 3-meter wire to record ampere
- Temperature sensor - 3 meter 1 and 1 inbuilt sensor on Pcb to record ambient temperature
- IOT integration

Components

CN Number	Function	Description
CN1	RESISTANCE	Used for Spare part cold testing (Open, Short, Ground). Resistance can be checked between 1 Ohm to 200 K Ohms.
CN2	GAS RESULT	Used to test Gas Result using Ampere Logic. It will display if the Gas is Okay, Low or Recommended.
CN3	CAPACITANCE	Checks Capacitor MFD. Displays Capacitor OK or Capacitor Defective.
CN4	COMMUNICATION	Checks communication between IDU PCB to ODU PCB. Displays PCB OK or PCB Defective.
CN5	PCB - DC OUTPUT	Checks PCB DC output voltages for various components. Displays PCB OK or PCB Defective.
CN6	UVW DRIVER	Runs inverter compressors, UVW fan motors. Displays INV COMP OK, INV MOTOR OK, or BLDC MOTOR OK.

CN7	BLDC MOTOR	Runs BLDC 5 pin wire motors. Displays BLDC MOTOR OK or BLDC MOTOR DEFECTIVE.
CN8	UVW ANALYSER	Checks Inverter PCB output for Inverter compressor and Motor windings. Displays INVERTER PCB OK or MOTOR WINDING OK.

i. Patent Details - Provisional Indian Patent Application

- Application No.: 202411037973
- Filing Date: 14th May 2024
- Applicant and inventor: UrbanClap Technologies India Private Limited and Dheeraj Singh Rawat
- Title: Comprehensive Diagnostic System for Electrical Appliances