

LICENSE AGREEMENT

This License Agreement (“**Agreement**”) is made as of 1st FEBRUARY, 2023 (“**Execution Date**”) and is effective from 1st day of February, 2023 (“**Effective Day**”) by and between:

Urban Home Experts Pte Limited, a company incorporated and existing under the laws of Singapore and having its registered office at 9 Raffles Place #27-00 Republic Plaza Singapore-048619 (hereinafter referred to as the “**Licensor**”, which expression shall wherever the context permits, admits or requires be deemed to mean and include its affiliates, successors-in-interest and permitted assigns;

AND

UrbanClap Technologies India Private Limited, a company incorporated under the Companies Act, 2013 and having its corporate office at 7th Floor, Plot no. 183, Goworks Towers, Rajiv Nagar, Udyog Vihar, Phase 2, Sector 20, Gurgaon, 122016, India, (hereinafter referred to as the “**Licensee**”, which expression shall wherever the context permits, admits or requires be deemed to mean and include its affiliates, successors-in-interest and permitted assigns;

BACKGROUND

- (A) The Licensor is the legal owner of the Mark (as defined below).
- (B) The Licensee wishes to use the Mark in the Territory (as defined below) in relation to the Products (as defined below) for retail trade of Licensed Products (as defined below) and the Licensor is willing to grant to the Licensee a license to use the Mark on the terms and conditions set out in this Agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Brand Manual: the Licensor’s guidelines prescribing the permitted form and manner in which the Mark may be used, including any amendments or additions notified in writing by the Licensor to the Licensee from time to time.

Business Day: a day other than a Saturday, Sunday, when banks in New Delhi and Singapore are open for business.

Commencement Date: 1st February, 2023.

Group: in relation to a company, that company, any subsidiary or holding company from time to time.

Licensed Products: the products or services listed in *Schedule 1* and any products or services that the Licensor and Licensee may agree to include in the list of Licensed Products.

Mark: the trade mark set out in *Part 1* of *Schedule 2*.

Quarterly Periods: the periods of three months commencing on 1 January, 1 April, 1 July and 1 October respectively.

Territory: India and United Arab Emirates

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to writing or written includes fax but not email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. GRANT OF LICENSE

- 2.1 The Licensor hereby grants to the Licensee an exclusive license to use the Mark on or in relation to the Licensed Products in the Territory, including in connection with the development, manufacture, promotion, distribution and sale of the Licensed Products.
- 2.2 The Licensee shall not without the prior written consent of the Licensor:
 - (a) undertake advertising of Licensed Products in, or specifically aimed at, any country outside the Territory;
 - (b) actively seek orders for Licensed Products from outside the Territory; or
 - (c) establish any branch dealing in, or maintain any distribution depot for, Licensed Products outside the Territory.

3. APPLICATION OF THE MARK

- 3.1 All Licensed Products made or sold by the Licensee in the Territory shall carry the Mark. The Licensee shall comply strictly with the directions of the Licensor regarding the form and manner of the application of the Mark including the directions contained in the Brand Manual provided by the Licensor.
- 3.2 Subject to Clause 3.3, apart from the Mark, no other trade mark or logo may be affixed or used in relation to the Licensed Products.
- 3.3 The Licensee may use its trade name on packaging, advertising and promotional materials for the Licensed Products.

4. TITLE, GOODWILL AND REGISTRATIONS

- 4.1 The Licensee acknowledges that the Licensor is the owner of the Mark.
- 4.2 The Licensee shall procure that all Licensed Products sold by the Licensee and all related quotations, specifications and descriptive literature, shall carry the Mark.
- 4.3 Any goodwill derived from the use by the Licensee of the Mark shall accrue to the Licensor. The Licensor may, at any time, call for a document confirming the assignment of that goodwill and the Licensee shall immediately execute it.
- 4.4 The Licensee shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Mark or the reputation or goodwill associated with the Mark or the Licensor, or that may invalidate or jeopardise any registration of the Mark.
- 4.5 The Licensee shall not register or seek to register the Mark as such or a part of any logo or trade name or domain name.
- 4.6 The Licensee shall not apply for, or obtain, registration of the Mark for any goods or services in any country.
- 4.7 The Licensee shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Mark.
- 4.8 The Licensor warrants that it is the owner of the Mark and may, at its discretion, on written notice to the Licensee, delete any of the entries in *Schedule 2*.

5. QUALITY CONTROL

- 5.1 The Licensee shall comply with the specifications, standards and directions relating to the Licensed Products, including their development, manufacture, promotion, distribution and sale, as notified in writing by the Licensor from time to time.
- 5.2 The Licensee shall, in exercising its right under this agreement, comply with, and shall ensure that each Licensed Product sold or otherwise supplied by the Licensee is compliant with, all applicable laws, regulations, industry standards and codes of practice.
- 5.3 The Licensee shall promptly provide the Licensor with copies of all communications with any regulatory, industry or other authority relating to the Mark or the Licensed Products.
- 5.4 The Licensee shall permit, and shall use its best endeavours to obtain permission for, the Licensor at all reasonable times and on reasonable notice to enter any place used for the manufacture, storage or distribution of the Licensed Products to inspect the methods of manufacture, storage and distribution.
- 5.5 The Licensee shall not knowingly sell, market, distribute or use for any purpose, or permit any third party to sell, market, distribute or use for any purpose the Licensed Products which are damaged or defective.
- 5.6 The Licensee shall, on the Licensor's request, provide the Licensor with details of any complaints it has received relating to the Licensed Products together with reports on the manner in which such complaints are being, or have been, dealt with and shall comply with any reasonable directions given by the Licensor about them.

6. MARKETING, ADVERTISING AND PROMOTION

- 6.1 The Licensee shall use its best endeavours to promote and expand the supply of Licensed Products throughout the Territory on the maximum possible scale and shall provide such advertising and publicity as may reasonably be expected to bring the Licensed Products to the attention of as many purchasers and potential purchasers as possible.
- 6.2 The Licensee undertakes to ensure that its advertising, marketing and promotion of Licensed Products shall in no way reduce or diminish the reputation, image and prestige of the Mark.
- 6.3 The Licensee shall bear the costs of all advertising, marketing and promotion for Licensed Products in the Territory.
- 6.4 The advertising, marketing and promotion expenses incurred by the Licensee shall be intended to benefit its own business in the Territory. Such advertising, marketing and promotion activities by the Licensee do not add further independent or additional value to the Mark in the territory or any other jurisdiction and as such the expenses incurred do not constitute "brand building" or "brand promotion" expenses.

7. CONFIDENTIALITY

- 7.1 Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, nor any of the terms of this agreement, except as permitted by Clause 7.2.
- 7.2 Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights or perform its obligations under or in connection with this agreement.

8. COMPENSATION FOR RIGHT TO USE THE MARK

- 8.1 Licensee and Licensor have exercised due care and diligence in determining their respective best estimates of fee for grant of the license to use the Mark under this agreement based on the compliance with the arm's length standard, so that consideration provided herein is consistent with the one unrelated parties would charge in comparable circumstances. Accordingly, the Licensee shall be required to pay the Licensor a sum of INR 2,00,000 (Indian Rupees Two Lakhs only) per annum. The arm's length compensation shall thereafter be revisited after a period of two (2) years from the Execution Date of this agreement.
- 8.2 The legal and registration costs incurred by the Licensor shall be reimbursed by the Licensee to the Licensor on cost to cost basis.
- 8.3 All payments will be made to the Licensor together with any taxes and duties, if applicable.
- 8.4 Licensee shall not make any deductions of any kind from payments due hereunder, other than withholding taxes applicable. In cases taxes are deducted, Licensee shall provide a tax deduction certificate to the Licensor.

9. PROTECTION OF THE MARK

- 9.1 The Licensee shall immediately notify the Licensor in writing giving full particulars, if any of the following matters come to its attention:

- (a) any actual, suspected or threatened infringement of the Mark;
- (b) any actual or threatened claim that the Mark is invalid;
- (c) any actual or threatened opposition to the Mark;
- (d) any claim made or threatened that use of the Mark infringes the rights of any third party;
- (e) any person applies for, or is granted, a registered trade mark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to the Licensee under this agreement; or
- (f) any other form of attack, charge or claim to which the Mark may be subject;

and shall not make any admissions relating to these matters, other than to the Licensor, and shall provide the Licensor with all assistance that it may reasonably require in the conduct of any claims or proceedings.

9.2 In respect of any of the matters listed in Clause 9.1., the Licensor shall (subject to the Licensee's right under section 30(3) of the Trade Marks Act, 1994):

- (a) decide what action, if any, to take;
- (b) have exclusive control over, and conduct of, all claims and proceedings.

9.3 the Licensee shall bear the cost of any proceedings relating to any of the matters listed in Clause 9.1 and shall be entitled to retain all sums that it recovers in any action for its own account

9.4 Nothing in this agreement shall constitute any representation or warranty that:

- (a) any registration comprised in the Mark is valid;
- (b) any application comprised in the Mark shall proceed to grant or, if granted, shall be valid; or
- (c) the exercise by the Licensee of rights granted under this agreement will not infringe the rights of any person.

10. LIABILITY, INDEMNITY AND INSURANCE

10.1 To the fullest extent permitted by law, the Licensor shall not be liable to the Licensee for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Licensee's exercise of the rights granted to it under this agreement.

10.2 The Licensee shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Licensor arising out of or in connection with:

- (a) the Licensee's exercise of its rights granted under this agreement, including any claim made against the Licensor for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with this agreement;
- (b) the Licensee's breach or negligent performance or non-performance of this agreement, including any product liability claim relating to Licensed Products manufactured, supplied or put into use by the Licensee;
- (c) the enforcement of this agreement; or
- (d) any claim made against the Licensor by a third party for death, personal injury or damage to property arising out of or in connection with defective Licensed Products, to the extent that the defect in the Licensed Products is attributable to the acts or omissions of the Licensee, its employees, agents, sub-licensees or subcontractors.

10.3 If a payment due from the Licensee under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Licensor shall be entitled to receive from the Licensee such amounts as shall ensure that the net receipt, after tax, to the Licensor in respect of the payment is the same as it would have been were the payment not subject to tax.

10.4 Nothing in this clause shall restrict or limit the Licensor's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

10.5 Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal

injury caused by negligence.

11. ADDITIONAL LICENSEE OBLIGATIONS

11.1 The Licensee shall:

- (a) ensure that the Licensed Products are safe for the use for which they were intended;
- (b) obtain at its own expense all licences, permits and consents necessary for the provision of the Licensed Products in the Territory;
- (c) perform its obligations in connection with the provision of the Licensed Products with all due skill, care and diligence including good industry practice;
- (d) only make use of the Mark for the purposes authorised in this Agreement;
- (e) ensure to implement any changes to the amendment of the Mark within two (2) months from the date on which Licensee is notified by Licensor of such proposed changes;
- (f) not challenge or assist other in challenging, the validity of the Mark or dispute Licensor's ownership or registration thereof, whether such Mark is already registered by Licensor, in process of registration, or will in the future be registered in the Territory;
- (g) comply with all regulations and practices in force or use in the Territory to safeguard the Licensor's rights in the Mark.

11.2 The Licensee shall not, nor directly or indirectly assist any other person to:

- (a) use the Mark except as permitted under this agreement; or
- (b) do or omit to do anything to diminish the rights of the Licensor in the Mark or impair any registration of the Mark.

11.3 The Licensee acknowledges and agrees that the exercise of the license granted to the Licensee under this agreement is subject to all applicable laws, enactments, regulations and other similar instruments in the Territory, and the Licensee understands and agrees that it shall at all times be solely liable and responsible for such due observance and performance.

12. SUB-LICENSING

The Licensee shall have the right to grant to any person a sub-license of any of its rights under this agreement provided that:

- (a) the Licensee obtains the prior written consent of the Licensor, such consent not to be unreasonably withheld;
- (b) the Licensee shall ensure that the terms of any sub-license are in writing and are substantially the same as the terms of this agreement (except that the sub-licensee shall not have the right to sub-license its rights) and the Licensee shall provide the Licensor with a copy of the sub-license on request;
- (c) all sub-licences granted shall terminate automatically on termination or expiry of this agreement;
- (d) the Licensee shall be liable for all acts and omissions of any sub-licensee and shall indemnify the Licensor against all costs, expenses, claims, loss or damage incurred or suffered by the Licensor, or for which the Licensor may become liable, (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill) arising out of any act or omission of any sub-licensee, including any product liability claim relating to Licensed Products manufactured, supplied or put into use by the sub-licensee.

Notwithstanding anything contained in this Clause 12, the Licensee will not be required to obtain the prior approval of the Licensor for granting a third party a sub-license in the furtherance of the performance of its obligations under this Agreement.

13. SUBCONTRACTING

The Licensee shall have the right to subcontract the manufacture of the Licensed Products provided that:

- (a) any subcontractor shall first enter into a confidentiality agreement with the Licensee and containing terms similar to, and no less onerous than, the provisions in Clause 7 of this agreement and the Licensee agrees to monitor the subcontractor's compliance with such agreement and, if necessary, promptly enforce such agreement either on its own motion or at the request of the Licensor]; and
- (b) the Licensee shall be liable for all acts and omissions of any subcontractor and shall indemnify the Licensor against all costs, expenses, claims, loss or damage incurred or suffered by the Licensor, or for which the Licensor may become liable (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill) arising out of any act or omission of any subcontractor, including any product liability claim relating to Licensed Products manufactured by the subcontractor.

14. ASSIGNMENT AND OTHER DEALINGS

- 14.1 Subject to Clause 12 and Clause 13 the Licensee shall not assign, transfer, mortgage, charge, subcontract, sublicense, declare a trust over, or deal in any other manner with any or all of its rights under this agreement without the prior written consent of the Licensor, such consent not to be unreasonably withheld or delayed.
- 14.2 The Licensor may subcontract or delegate in any manner any or all of its obligations under this agreement to any third party, provided that it gives prior written notice of such subcontract or delegation to the Licensee.

15. DURATION AND TERMINATION

- 15.1 This agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 15, until 31st December, 2032 when it shall expire automatically without notice, unless otherwise mutually agreed between the parties.
- 15.2 Both the parties shall have the right to mutually terminate this agreement on giving the other party not less than three months' written notice of termination.
- 15.3 Without affecting any other right or remedy available to it, the Licensor may terminate this agreement with immediate effect by giving written notice to the Licensee if:
 - (a) the Licensee fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 180 days after being notified in writing to make such payment;
 - (b) the Licensee commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 180 days after being notified in writing to do so;
 - (c) the Licensee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Licensee with one or more other companies or the solvent reconstruction of the Licensee;
 - (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Licensee (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Licensee with one or more other companies or the solvent reconstruction of the Licensee;
 - (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given, or if an administrator is appointed over the Licensee (being a company, partnership or limited liability partnership);
 - (f) the holder of a qualifying floating charge over the assets of the Licensee (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
 - (g) a person becomes entitled to appoint a receiver over all or any of the assets of the Licensee or a receiver is appointed over all or any of the assets of the Licensee;

- (h) a creditor or encumbrancer of the Licensee attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the Licensee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 15.3(d) to Clause 15.3(j) (inclusive);
- (j) the Licensee's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
- (k) there is a change of control of the Licensee; or
- (l) the Licensee challenges the validity of the Mark.

15.4 For the purposes of Clause 15.3(b), material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this agreement.

16. CONSEQUENCES OF TERMINATION

16.1 On expiry or termination of this agreement for any reason and subject to any express provisions set out elsewhere in this agreement:

- (a) all outstanding sums payable by the Licensee to the Licensor shall immediately become due and payable;
- (b) all rights and licences granted pursuant to this agreement shall cease;
- (c) the Licensee shall cease all use of the Mark save as set out in this clause;
- (d) the Licensee shall co-operate with the Licensor in the cancellation of any licences registered pursuant to this agreement and shall execute such documents and do all acts and things as may be necessary to effect such cancellation;
- (e) the Licensee shall return promptly to the Licensor at the Licensee's expense all records and copies of promotional material in its possession relating to the Licensed Products, and of any information of a confidential nature communicated to it by the Licensor, either preparatory to, or as a result of, this agreement to the extent such material remains confidential; and
- (f) within 120 days after the date of termination the Licensee shall promptly destroy or, if the Licensor shall so elect, deliver to the Licensor or any other person designated by the Licensor, at the Licensee's expense, all Licensed Products that it has not disposed of within 90 days after the date of termination.

16.2 On expiry or termination of this agreement for any reason other than termination by the Licensor under any right provided by Clause 15.3 the Licensee shall, for a period of 90 days after the date of termination, have the right to dispose of all stocks of Licensed Products in its possession and all Licensed Products in the course of manufacture at the date of termination, provided that any compensation payable under the provisions of Clause 8 (as if such stocks were supplied at the date of termination) is paid to the Licensor within 90 days after termination.

16.3 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

16.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

17. FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

18. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. ENTIRE AGREEMENT

19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

20. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. SEVERANCE

21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

21.2 If any provision or part-provision of this agreement is deemed deleted under Clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

23. THIRD PARTY RIGHTS

Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

24. NO PARTNERSHIP OR AGENCY

24.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

If the period of delay or non-performance continues for 90 days, the party not affected may terminate this agreement by giving 30 days written notice to the affected party.

26. NOTICES

26.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to a senior official of the Licensor or the Licensee, as the case may be.

26.2 Any notice or communication shall be deemed to have been received if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 26.2(a), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

26.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. INADEQUACY OF DAMAGES

Without prejudice to any other rights or remedies that the Licensor may have, the Licensee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Licensee. Accordingly, the Licensor shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

28. DISPUTE RESOLUTION PROCEDURE

28.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then, except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the senior office of the Licensor and Chief Financial Officer of the Licensee shall attempt in good faith to resolve the Dispute;

28.2 If the Dispute is not resolved within 60 days after service of the Dispute Notice, the Dispute shall be finally resolved by the courts at New Delhi in accordance with Clause 29 of this Agreement.

29. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of India.

30. JURISDICTION

Each party irrevocably agrees that the courts of New Delhi shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Signed by Raghav Chandra for
and on behalf of **Urban Home
Experts Pte Limited**


.....
Director

Signed by Abhay Mathur for and
on behalf of **UrbanClap
Technologies India Private
Limited**


.....
Chief Financial Officer

SCHEDULE 1
LICENSED PRODUCTS

1. Water purifiers (including spare parts);
2. Air-conditioners (including spare parts);
3. Electrical appliances (including spare parts);
4. Smart locks (including spare parts);
5. Wallpapers; and
6. Cosmetic products

SCHEDULE 2
MARK

Part 1
Trade mark(s)

Registered trade marks and applications

Country	Mark	Registered? (Y/N)	Trademark No.	Date of application	Classes
Singapore	Native by UC	N	40202301442T	27 th January, 2023	03, 07, 09, and 11

