



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	: IN-DL18692806086645X
Certificate Issued Date	: 22-Dec-2025 06:56 PM
Account Reference	: IMPACC (IV)/ dl775903/ DELHI/ DL-SAD
Unique Doc. Reference	: SUBIN-DL77590362812847559828X
Purchased by	: NEOLITE ZKW LIGHTINGS LIMITED AND OTHER
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RAJESH JAIN
Second Party	: NEOLITE ZKW LIGHTINGS LIMITED AND OTHER
Stamp Duty Paid By	: NEOLITE ZKW LIGHTINGS LIMITED AND OTHER
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

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₹500

Please write or type below this line

IN-DL18692806086645X

This stamp paper forms an integral part of
cooperation agreement dated December 2025
entered between Rajesh Jain, Pramod Plastic Industries
Private Limited, Neokraft Global Private Limited, Neo metal
and Electrical Industries Private Limited, Vaishali Jain Pranav
Jain, ZKW Group GmbH, and Neo Lite ZKW Lightings Limited.

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.

NEOLITE ZKW LIGHTINGS LIMITED AND OTHER NEOLITE ZKW LIGHTINGS LIMITED AND OTHER NEOLITE ZKW LIGHTINGS LIMITED AND OTHER

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (the "**Agreement**") is entered into at New Delhi on 23rd day of December 2025 ("**Effective Date**");

BY AND AMONG

RAJESH JAIN, s/o Late Sh. Pramod Chand Jain, and a resident of No. 4, 3rd Avenue Bandh Road, Chandanhola, Chattarpur, South Delhi, Delhi – 110074, India (hereinafter referred to as "**RJ**" which expression shall, unless repugnant to the meaning or context thereof, be deemed to include his heirs, executors, administrators, successors and permitted assigns) of the **FIRST PART**;

AND

THE PERSONS LISTED IN SCHEDULE – 1, being the entity controlled by RJ and family members of RJ (hereinafter individually referred to as a "**Promoter Affiliate**" and collectively referred to as the "**Promoter Affiliates**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include any or all of them and their respective heirs, executors, administrators, successors and permitted assigns, as applicable) of the **SECOND PART**;

AND

ZKW Group GmbH, a company incorporated under the laws of Austria and having its principal office at Rottenhauser Straße 8, 3250 Wieselburg an der Erlauf (hereinafter referred to as "**ZKW**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors in interests and permitted assigns) of the **THIRD PART**.

AND

NEOLITE ZKW LIGHTINGS LIMITED, a company incorporated under the laws of India and having its registered office at N-13, 2nd Floor, South Extension Part 1, New Delhi - 110049, India and represented by Mr. Rajesh Jain, being the Chairman and Managing Director (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors in interests and permitted assigns) of the **FOURTH PART**.

RJ and Promoter Affiliates will collectively be referred to as the "**RJ Group**". RJ Group, ZKW and the Company shall wherever the context requires be referred to collectively as the "**Parties**" and each individually as a "**Party**".

WHEREAS:

- A. RJ, Company and ZKW entered into a joint venture agreement ("**JVA**"), pursuant to which ZKW had acquired 26% shareholding in the Company. At the same time, Company and ZKW had also entered into a technology transfer agreement ("**TTA**") for the purpose of transfer of technology from ZKW to the Company, under the terms and conditions stipulated therein. JVA and TTA shall hereinafter be referred to as the Original Agreements ("**Original Agreements**"). While the formal engagement under the Original Agreements had been mutually discontinued, the Parties continued to collaborate with the same goodwill and mutual understanding.
- B. Accordingly, the Parties are now desirous of entering into this Agreement to establish a framework to reflect the current business arrangement between the Parties and to set forth their mutual

understanding in connection with their co-operation and related technical, and commercial aspects amongst them.

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

1. DEFINITIONS, INTERPRETATION AND EFFECTIVENESS

1.1 Definitions

"Affiliate" means, with respect to any Person, any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. For purposes of the foregoing, "control," "controlled by" and "under common control with," with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership, directly or indirectly, of more than 50% of the voting securities or partnership interests in such Person.

"OEM" means original equipment manufacturer that originally manufactured the vehicle and its components, or the company that produces parts that are used in the vehicle's initial assembly designed to meet the specific requirements of the vehicle's make and model.

"Technology" means all works of authorship, software, technology, inventions, know-how, designs, methods and processes.

1.2 Interpretation

As used in this Agreement, the terms "herein," "herewith" and "hereof" are references to this Agreement, taken as a whole; the terms "include," "includes" and "including" shall mean "including, but not limited to;" and references to a "Section," "subsection," "clause," "article," or "annexure," shall mean a section, subsection, clause, article, or annexure of this Agreement (including all paragraphs and provisions therein), as the case may be, unless in any such case the context clearly requires otherwise. All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made, and reference to a law or regulation includes any amendment of modification thereof. A reference to a Person includes its successors and permitted assigns. The singular shall include the plural and the masculine shall include the feminine, and vice versa. Words importing persons or parties shall include firms, corporations, partnerships, limited liability companies, and any other organization or entity having legal capacity.

1.3 Effectiveness

The provisions of this Agreement shall come into effect and be binding on and from the date of execution of this Agreement ("**Effective Date**") till such time as the Agreement is terminated in accordance with Clause 5 hereof, unless specifically specified otherwise.

2. MUTUAL COOPERATION

- 2.1** The Company, RJ Group and ZKW have agreed to align their interests in a co-operation that leverages each Party's core strengths and advances the Parties' goal of enhancing the Company's and ZKW business development aspects for design, development, marketing and sale of automotive lighting products to various OEMs and secondary market, as appropriate.

2.2 The Parties agree and acknowledge, that the Company and ZKW would act as partners for commercial, technical, contractual and financial arrangements within the Indian territory for activities pertaining to the business of the Company and ZKW respectively, including but not limited to joint development, sale and marketing of automotive lighting products, providing Technology, support on assembly of products, supply of tools and equipment needed for the manufacturing process. Notwithstanding the above, it is clarified that any such mutual co-operation arrangement among the Company and ZKW:

- (a) is of a commercial nature and all decisions to be made either by the Company or by ZKW, shall at all times give due consideration to the commercial considerations of each Party; and
- (b) would not give the right to one Party to represent or make commitments on behalf of the other Party or give any undertaking for any other Party without such other Party's prior written consent.

2.3 As a part of implementing this mutual co-operation, the Parties shall mutually discuss and decide on the commercial arrangement and the scope of works and that each of the Company and ZKW would execute and undertake for any particular project or assistance having due regard for the conflict of interest provisions, if any under the enquiry documents floated by the OEM / customer.

It is hereby clarified that the parties can undertake their respective businesses in any territory, in the manner they deem fit.

3. BRAND ASSIGNMENT

3.1 Subject to the terms and conditions of this Agreement, ZKW hereby assigns the right to use the wordmark "ZKW" ("**Assigned IP**") as part of the corporate name of the Company, strictly in: (i) the course of the business of the Company; and (ii) in accordance with the brand usage guidelines as may be communicated by ZKW to the Company from time to time.

3.2 The Parties agree that any and all use of the Assigned IP by the Company shall at all times inure to the benefit of the ZKW and that all title and ownership in the Assigned IP shall continue at all times to vest solely and absolutely in ZKW. The Parties agree that the Company shall not acquire and shall not claim (whether before or during the term of this Agreement hereof or at any time thereafter) to have acquired any title in and to the Assigned IP, by virtue of the usage of brand "ZKW" by the Company.

3.3 The Company shall not associate any brand owned by ZKW other than the Assigned IP, from time to time, to the name of the Company or any aspect of the business, without the prior written consent of ZKW. The Company acknowledges that, except as granted herein, all rights, title, interest, goodwill and ownership in and to the Assigned IP shall remain vested solely with the ZKW and the Company acknowledges that its use of the Assigned IP or the rights granted to it herein in respect of the Assigned IP shall not create any right to and title or interest in the Assigned IP for the benefit of the Company other than as set out herein.

3.5 In the event the Company resolves to use any other brand or intellectual property owned by ZKW, other than the Assigned IP, the same shall be on terms mutually agreed between the Parties and captured in a separate agreement.

3.5 A breach by the Company of any of the provisions contained in this Clause 3 (*Brand Assignment*) shall constitute a material breach of this Agreement.

4. TECHNOLOGY SUPPORT

4.1 The Parties agree that presently the Company is not availing any Technology support from ZKW. As a part of this co-operation, the Company shall be entitled to seek such Technology support that

it may require from time to time Such Technology support may *inter-alia* include in relation to design, manufacturing know-how, tooling, process methods, Technology transfer, sharing expertise and access to its global network. The Company may seek Technology support from other third parties if so required by the OEMs or other customer(s).

- 4.2 The commercial arrangement for any and all such Technology support (including licensing thereof) will be undertaken on an arms' length basis in accordance with the Applicable Laws and by way of a separate written document mutually acceptable to the Parties.

5. TERM AND TERMINATION

- 5.1 This Agreement shall come into effect on the Effective Date and shall remain in force indefinitely unless terminated in accordance with this Clause 5 (*Term and Termination*).
- 5.2 This Agreement shall be terminated pursuant to the following: (a) mutual written agreement of the Parties; (b) ZKW ceasing to be a shareholder of the Company; (c) if either Party is in material breach of this Agreement, and, to the extent that such breach is curable, such breach has not been cured within thirty (30) days of notice of such breach by the non-breaching Party stating its intent to terminate in the event that said breach is not cured within said time period, or if cure is not realistically possible within thirty days, reasonable and documented action to cure such material breach has not been diligently initiated and pursued following the service of such notice; (d) If either Party files for insolvency or bankruptcy, makes a general assignment for the benefit of creditors, has a receiver or administrator appointed, commences winding up or similar proceedings or ceases or threatens to cease to carry on business or becomes unable to pay its debts as they fall due; and / or (e) If either Party provides a prior written notice of six (6) months signifying their intention to terminate the Agreement.
- 5.3. Upon termination of this Agreement for any reason: (a) each Party shall return or, if so directed by the other Party, destroy all Confidential Information (as defined in Clause 7) belonging to the other Party and shall certify such return or destruction in writing; and (b) the provisions of Clause 8 shall survive the termination of this Agreement to the extent expressly stated therein.
- 5.4. Upon termination of this Agreement for the reasons of clause 5.2 (b), (c) or (d), the Parties shall be entitled to a transition period of six (6) months (or such other period as may be mutually agreed in writing) to wind down their respective rights and obligations under this Agreement in an orderly manner. During this period, the Parties shall cooperate in good faith to ensure a smooth transition and minimize any disruption to ongoing operations.

6. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants, severally and not jointly, and with respect to itself, to the other Parties hereto that the corporate entities are duly incorporated and existing under the Laws of the jurisdiction of its incorporation and that the execution and delivery by it of this Agreement has been duly authorized by all necessary corporate or other action and the individuals have the power and authority for the execution and delivery of this Agreement by them;

7. CONFIDENTIALITY

- 7.1 In this Agreement, **Confidential Information** means the terms of this Agreement, the contents of arbitration proceedings conducted under this Agreement and any determination made in such proceedings and all information of a confidential and/or commercially sensitive nature made available (whether in writing, orally or by another means and whether directly or indirectly) by or on behalf of a Party (the "**Disclosing Party**") to another Party (the "**Recipient**") whether before or after the date hereof including, without limitation, information relating to the Disclosing Party's products, operations, processes, customers, suppliers, distributors, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities, business affairs, commercial intentions and any analyses, compilations, studies and other material (whether in hard

copy or electronic form) prepared by or on behalf of a the Recipient which contains or otherwise reflects or is generated from such information.

- 7.2 The Parties recognize that they will be given and have access to Confidential Information of the other Parties. The Parties undertake not to use any of such Confidential Information for purposes other than for the purposes other than business of the Company without the prior written consent of the Party owning such information and shall use their best efforts to keep confidential and not to disclose to any third party, the other Parties' confidential and proprietary information. The Parties shall also cause their respective directors, employees, officers and any other persons to whom the above-mentioned information is disclosed to execute a letter of confidentiality to the effect provided in this clause.

- 7.3 The obligations of confidentiality shall not apply to any information that (a) is already in the public domain; (b) independently developed or lawfully received from a third party; and/or (c) required to be disclosed under law or regulatory requirement.

8. GOVERNING LAW AND DISPUTES

- 8.1 This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and be governed by the laws of India.
- 8.2 Any dispute or claim arising out of or in connection with or relating to this Agreement or the breach, termination or invalidity thereof shall be referred at the request in writing of any Party to arbitration under the institutional framework of Singapore International Arbitration Centre ("SIAC").
- 8.3 Within fifteen (15) days of a Party having served a dispute notice, the dispute or claim arising out of this Agreement shall be referred to three (3) arbitrators, the disputing parties shall collectively appoint one (1) arbitrator each, and the third arbitrator shall be appointed by the two (2) arbitrators so appointed by the disputing parties.
- 8.4 The seat and venue of the arbitration shall be Singapore and the language of the arbitration shall be English.
- 8.5 The Parties agree that the award of the arbitration tribunal shall be final and binding on each of the Parties that were parties to the dispute. Judgment upon the arbitration award may be rendered in any court of competent 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.

9. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The delivery of signed counterparts by electronic mail shall be as effective as signing and delivering the counterpart in person.

10. NOTICES

All notices between the Parties under this Agreement shall be written in English and delivered, either by messenger, registered airmail/ international courier, or electronic mail, to the following addresses:

To RJ Group

No. 4, 3rd Avenue Bandh Road,
Chandanholi, Chattarpur,
South Delhi, Delhi -110074
Email: md@neolitezkw.com
Phone: + 91 9810040404

To ZKW Group GmbH

Rottenhauser Straße 8, 3250
Wieselburg an der Erlauf
Email: Thomas.Prielinger@zkw-group.com
Phone: +43 7416 505 0

To the Company

N-13, 2nd Floor,
South Extension Part 1,
New Delhi - 110049, India
Email: info@neolitezkw.com
Phone: + 91 11 4502 8224

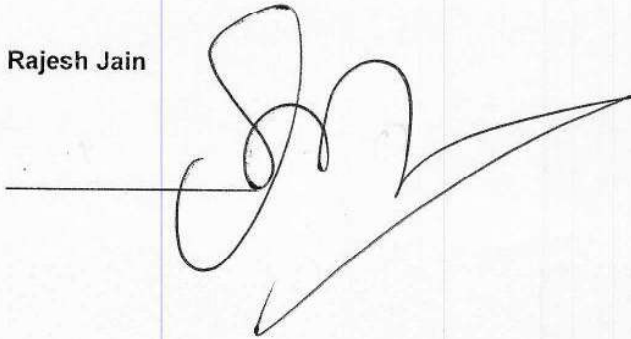
11. MISCELLANEOUS

- 11.1 Except where otherwise expressly approved by the other Party, each Party shall act hereunder only on an individual and several basis and shall not be authorized to act as agent or representative of the other Party nor have the power or authority to bind the other Party for any purpose. No Party shall so bind the other Party, or represent to anyone that it has the authority to bind such other Party, or make any other representation about or on behalf of such other Party.
- 11.2 This Agreement constitutes the entire agreement between the Parties as of the Effective Date with respect to the subject matter hereof and supersedes any and all prior negotiations, agreements, understandings and representations relating thereto, including the AOA or the Original Agreements. This Agreement may not be amended, modified or changed except as mutually agreed in a writing executed by both Parties and specifying that such writing is intended to be an amendment to this Agreement.
- 11.3 The invalidity of one or more phrases, sentences, clauses, sections or articles contained in this Agreement shall not affect the validity of the remaining portions of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. The Parties agree to cooperate in good faith to replace any such invalid phrases, sentences, clauses, sections or articles by a lawful provision having proximate economic effect.
- 11.4 Any failure of either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the term of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each of such provisions.
- 11.5 Unless agreed otherwise, each Party shall bear its own costs and expenses relating to the performance of its activities under this Agreement.
- 11.6 Nothing in this Agreement shall be construed to create any duty to, standard of care with respect to, or any liability to any Person who is not a party to this Agreement.

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE COOPERATION AGREEMENT
ENTERED INTO BY AND AMONG RAJESH JAIN, PROMOTER AFFILIATES, ZKW GROUP GMBH AND
NEOLITE ZKW LIGHTINGS LIMITED**

IN WITNESS WHEREOF, the Company, members of the RJ Group and ZKW have caused this Agreement
to be executed as of the Effective Date by their duly authorized representatives as follows:

Rajesh Jain

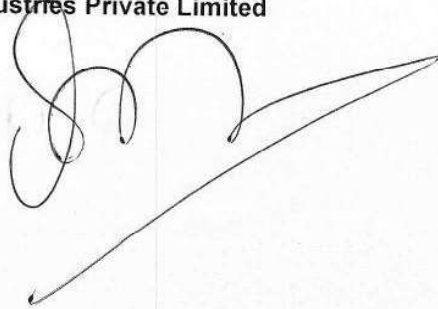
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**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE COOPERATION AGREEMENT
ENTERED INTO BY AND AMONG RAJESH JAIN, PROMOTER AFFILIATES, ZKW GROUP GMBH AND
NEOLITE ZKW LIGHTINGS LIMITED**

IN WITNESS WHEREOF, the Company, members of the RJ Group and ZKW have caused this Agreement
to be executed as of the Effective Date by their duly authorized representatives as follows:

For Pramod Plastic Industries Private Limited

Authorised Signatory

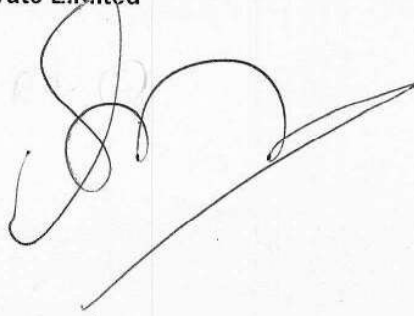
A handwritten signature in black ink, consisting of a series of loops and a long, sweeping horizontal stroke at the bottom.

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE COOPERATION AGREEMENT
ENTERED INTO BY AND AMONG RAJESH JAIN, PROMOTER AFFILIATES, ZKW GROUP GMBH AND
NEOLITE ZKW LIGHTINGS LIMITED**

IN WITNESS WHEREOF, the Company, members of the RJ Group and ZKW have caused this Agreement
to be executed as of the Effective Date by their duly authorized representatives as follows:

For Neokraft Global Private Limited

Authorised Signatory

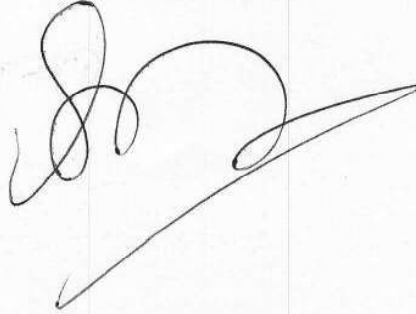
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ENTERED INTO BY AND AMONG RAJESH JAIN, PROMOTER AFFILIATES, ZKW GROUP GMBH AND
NEOLITE ZKW LIGHTINGS LIMITED**

IN WITNESS WHEREOF, the Company, members of the RJ Group and ZKW have caused this Agreement
to be executed as of the Effective Date by their duly authorized representatives as follows:

For Neo Metal and Electrical Industries Private Limited

Authorised Signatory

A handwritten signature in black ink, consisting of a series of loops and a long, sweeping horizontal stroke at the end.

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE COOPERATION AGREEMENT ENTERED INTO BY AND AMONG RAJESH JAIN, PROMOTER AFFILIATES, ZKW GROUP GMBH AND NEOLITE ZKW LIGHTINGS LIMITED

IN WITNESS WHEREOF, the Company, members of the RJ Group and ZKW have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives as follows:

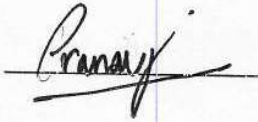
Vaishali Jain

A handwritten signature in black ink, appearing to read "Vaishali Jain", is written over a horizontal line. The signature is stylized with large, flowing loops.

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE COOPERATION AGREEMENT
ENTERED INTO BY AND AMONG RAJESH JAIN, PROMOTER AFFILIATES, ZKW GROUP GMBH AND
NEOLITE ZKW LIGHTINGS LIMITED

IN WITNESS WHEREOF, the Company, members of the RJ Group and ZKW have caused this Agreement
to be executed as of the Effective Date by their duly authorized representatives as follows:

Pranav Jain

A handwritten signature in black ink, appearing to read "Pranav", is written over a horizontal line.

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ENTERED INTO BY AND AMONG RAJESH JAIN, PROMOTER AFFILIATES, ZKW GROUP GMBH AND
NEOLITE ZKW LIGHTINGS LIMITED**

IN WITNESS WHEREOF, the Company, members of the RJ Group and ZKW have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives as follows:

For ZKW Group GmbH



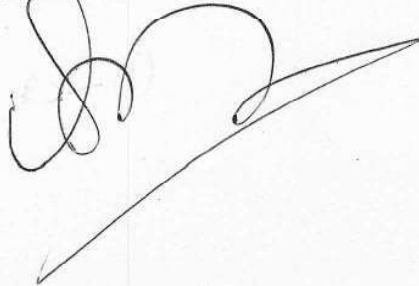
Authorised Signatory

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ENTERED INTO BY AND AMONG RAJESH JAIN, PROMOTER AFFILIATES, ZKW GROUP GMBH AND
NEOLITE ZKW LIGHTINGS LIMITED**

IN WITNESS WHEREOF, the Company, members of the RJ Group and ZKW have caused this Agreement
to be executed as of the Effective Date by their duly authorized representatives as follows:

For Neolite ZKW Lightings Limited

Authorised Signatory

A handwritten signature in black ink, consisting of a series of loops and a long, sweeping diagonal stroke extending from the bottom left towards the top right.

SCHEDULE 1

Name Shareholder	Address	Number of Shares held
Pramod Plastic Industries Private Limited	House No 28 (back portion) Vasudha enclave, Pitampura, North-West, Delhi -110034, India	80,001
Neokraft Global Private Limited	N-13 2nd Floor, NDSE-I, South Delhi, New Delhi, Delhi - 110049, India	10
Neo Metal and Electrical Industries Private Limited	Khasra no. 23, Village Chandan Holla, 3rd Avenue Bandh Road Chattarpur, New Delhi, Delhi - 110074, India	10
Vaishali Jain	No. 4, 3rd Avenue Bandh Road, Chandanhola, Chattarpur, South Delhi, Delhi -110074	10
Pranav Jain	No. 4, 3rd Avenue Bandh Road, Chandanhola, Chattarpur, South Delhi, Delhi -110074	10