



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.

IN-DL18691318561974X

Certificate Issued Date

22-Dec-2025 06:54 PM

Account Reference

IMPACC (IV)/dl775903/ DELHI/ DL-SAD

Unique Doc. Reference

SUBIN-DLL77590362768373338753X

Purchased by

NEOLITE ZKW LIGHTINGS LIMITED

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

Stamp Duty Paid By

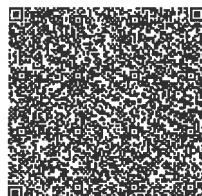
NEOLITE ZKW LIGHTINGS LIMITED

Stamp Duty Amount(Rs.)

500

(Five Hundred only)

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₹500

Please write or type below this line

This stamp paper forms an integral part of
Trademark Agreement dated 23rd December, 2025
annexed hereto



Statutory Alert:

- 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.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.



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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹200

e-Stamp

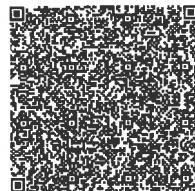
Certificate No.
Certificate Issued Date
Account Reference
Unique Doc. Reference
Purchased by
Description of Document
Property Description
Consideration Price (Rs.)

First Party
Second Party
Stamp Duty Paid By
Stamp Duty Amount(Rs.)

IN-DL18691812820852X
22-Dec-2025 06:55 PM
IMPACC (IV) / dl775903/ DELHI/ DL-SAD
SUBIN-DLDL77590362771044052194X
NEOLITE ZKW LIGHTINGS LIMITED
Article 5 General Agreement
Not Applicable
0
(Zero)
RAJESH JAIN
NEOLITE ZKW LIGHTINGS LIMITED
NEOLITE ZKW LIGHTINGS LIMITED
200
(Two Hundred only)

सत्यमेव जयते

2200



Please write or type below this line

This Stamp paper forms an integral part of
Trademark Agreement dated 23rd December, 2025
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Statutory Alert:

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23rd December 2025
Trademark License Agreement

Mr. Rajesh Jain and Ms. Vaishali Jain
(Licensor)

Neolite ZKW Lightings Limited
(Licensee)

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TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("Agreement") is made and entered into on this 23 day of December, 2025, by and between:

LICENSOR: Mr. Rajesh Jain and Ms. Vaishali Jain, residing at No. 4, 3rd Avenue Bandh Road, Chandanhola, Chattarpur, South Delhi, Delhi -110074 (hereinafter jointly referred to as the "Licensor");

AND

LICENSEE: Neolite ZKW Lightings Limited (CIN no - U74899DL1992PLC050702), a company incorporated under the Companies Act, 1956, with its registered office at N-13 Second Floor, South Extension Part 1 – 110 049, New Delhi, India (hereinafter referred to as the "Licensee").

(Licensor and Licensee collectively referred to as the "Parties" and individually as a "Party")

WHEREAS:

- A. Neolite Industries, a partnership firm ("Neolite Industries"), represented by the Licensor in their capacity as its partners, is the sole and exclusive owner of the registered word mark "NEOLITE", bearing registration nos. 1222664, 1222663, and 1578828, as set out in **Schedule I** (the "Registered Wordmark").
- B. The Licensee has continuously used the Registered Wordmark set out in Schedule I, together with the unregistered logo (*for which the applications for registration have been filed*) depicted in **Schedule II** (the "Unregistered Logo"). The Registered Wordmark and the Unregistered Logo are collectively referred to as the "Licensed IP." The Licensee seeks to continue such use in the course of its business, and the Licensor hereby acknowledges, confirms, and regularizes all such prior use.
- C. The Licensee desires to obtain, and the Licensor agrees to grant, an exclusive, revocable, non-transferable, and non-sublicensable (*except as expressly provided herein*) license to use the Licensed IP, in connection with Licensee's business activities, including its manufacturing, branding, packaging, marketing, advertising, and business operations under the terms and conditions set forth herein.
- D. The Licensor as partners of Neolite Industries, are duly authorised to grant this license on behalf of Neolite Industries.
- E. The Parties acknowledge that the Licensor is the Promoter of Licensee, and this Agreement constitutes a related party transaction under the applicable provisions of the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI (LODR) Regulations, 2015"), to the extent applicable. The Licensee represents and warrants that it has obtained or will obtain all requisite corporate approvals, including those of the Audit Committee, Board of Directors, and, if required, the shareholders, in accordance with applicable laws.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and payments set forth herein, the adequacy and sufficiency of which is hereby agreed by and between the parties hereto as follows:

1. ARTICLE 1 – DEFINITIONS

- 1.1. "Agreement" refers to this Trademark License Agreement.
- 1.2. "Licensed IP" includes the above-mentioned Trademark.
- 1.3. "Owner" refers to Neolite Industries.
- 1.4. "Permitted Use" means use of the Licensed IP in connection with all business activities of the Licensee, including use on websites, marketing collateral, digital platforms, and product packaging.
- 1.5. "Term" refers to the duration of the license under this Agreement.
- 1.6. "Royalty Fee" refers to the payment obligations of the Licensee under Article 7.
- 1.7. "Transfer" includes assignment, novation, or any conveyance of rights or obligations under this Agreement.

2. ARTICLE 2: TERM

- 2.1. This Agreement shall remain in effect for an initial term of five (5) years from the Effective Date, unless earlier terminated in accordance with Article 9. Thereafter, the Agreement shall automatically renew for successive five (5) years terms unless either party provides written notice of non-renewal at least sixty (60) prior to the expiration of the then-current term. The renewal of the Agreement shall be subject to continued compliance with applicable related-party and disclosure requirements.
- 2.2. Corporate Approvals. The Licensee confirms that prior to the execution of this Agreement, it has obtained obtain all necessary internal approvals, to the extent applicable, including:
 - a. Approval from the Audit Committee, as per Section 177 of the Companies Act, 2013 and Regulation 23 of SEBI (LODR) Regulations, 2015;
 - b. Approval from the Board of Directors under Section 179 and Section 188 of the Companies Act, 2013;

3. ARTICLE 3: GRANT

- 3.1. The Licensor grants to the Licensee an exclusive, revocable, non-transferable, and non-sublicensable license (*except as expressly permitted below*) to use the Licensed IP worldwide for the Permitted Use; Provided that the Licensee may sub-license the Licensed IP to its subsidiaries, joint ventures, or affiliated entities, that it may establish or acquire in the future, subject to the Licensee ensuring that such sublicensees comply with the terms and conditions of this Agreement..
- 3.2. Subject to the terms, conditions, and restrictions of this Agreement, Licensor hereby grants to Licensee an exclusive license during the Term to use the Licensed IP solely:
 - a. In connection with the provision, marketing, promotion, and advertising of Licensed Services.
 - b. On digital platforms, websites, mobile applications, and related online media;
 - c. both within the territory of India and in any foreign jurisdiction, as may be relevant.
 - d. In accordance with the Standards and this Agreement.
- 3.3. Any sub-licensing, including to affiliates or subsidiaries, shall require prior written consent of the Licensor.
- 3.4. No use of Licensed IP shall be made that would dilute, tarnish, or otherwise harm the reputation or distinctiveness of the Licensed IP.
- 3.5. Where practicable, the Licensed Marks shall be accompanied by appropriate trademark notices (®, ™, ©); however, inclusion of such notices is recommended but not mandatory.

4. ARTICLE 4: LIMITATIONS AND RESTRICTIONS

- 4.1. The licenses granted herein are limited to the territories, fields, and purposes expressly set forth herein and do not include any other rights.
- 4.2. Licensee shall not register or attempt to register any Licensed IP or confusingly similar IP without Licensor's prior written consent.
- 4.3. Licensee shall not use Licensed IP in any manner that would:
 - a. violate any applicable law or regulation.
 - b. infringe any third-party rights;
 - c. be false, misleading, or deceptive;
 - d. be defamatory, obscene, or offensive; or
 - e. otherwise reflect negatively upon Licensor or the Licensed IP.

5. ARTICLE 5: RESERVATION OF RIGHTS

- 5.1. All rights not expressly granted under this Agreement are reserved by the Licensor.
- 5.2. The Licensee shall not challenge or dispute the Neolite Industries's ownership of the Licensed IP.
- 5.3. This Agreement does not confer any additional rights beyond the Permitted Use.

6. ARTICLE 6: INDEPENDENT STATUS

- 6.1. This Agreement does not create any partnership, agency, or joint venture between the Parties.

7. ARTICLE 7: OWNERSHIP, USE & PROTECTION

- 7.1. Neolite Industries retains all right, title, and interest in and to the Licensed IP. No ownership rights are granted to Licensee hereunder.
- 7.2. Licensee acknowledges the validity of Neolite Industries's ownership of the Licensed IP and agrees not to challenge such ownership.
- 7.3. All goodwill arising from use of the Licensed IP shall accrue to the benefit of the Licenser.

8. ARTICLE 8: ROYALTY FEE & PAYMENT TERMS

- 8.1. In consideration of the rights granted, the Licensee shall pay the Licenser a nominal royalty fee as set forth in Schedule III.
- 8.2. Payments are due within thirty (30) days of invoice.
- 8.3. The Parties agree that the royalty fee represents a fair market value consideration for the Licensed IP, based on bona fide commercial terms. A valuation report or internal assessment supporting the reasonableness of the license fee is available and may be disclosed to regulators or shareholders upon request.
- 8.4. In the event that the aggregate shareholding of the Licenser falls below fifty percent (50%), or if there is any direct or indirect change in the control of the Licensee, the terms of this Agreement shall be subject to renegotiation between the Parties. The aforesaid restrictions and limitations are an integral part of the terms of this Agreement and essential for the protection of the brand, reputation and goodwill of the Trademarks.

9. ARTICLE 9: TERMINATION

- 9.1. This Agreement may be terminated:
 - a. Parties upon mutual Agreement.
 - b. Either Party breaches this Agreement or fails to cure such breach within thirty (30) days after written notice.
 - c. Immediately by the Licenser if the Licensee damages the goodwill of the IP or misuses it.
- 9.2. Upon termination, the Licensee shall:
 - a. all rights and licenses granted hereunder shall immediately cease, and Licensee shall immediately discontinue all use of Licensed IP.
 - b. Licensee shall return or destroy all materials containing Licensed IP.
 - c. Accrued payment obligations shall survive termination.

10. ARTICLE 10: REPRESENTATIONS AND WARRANTIES

- 10.1. Each Party represents and warrants to the other Party that:

- a. It is a company duly incorporated and existing under the laws of India, and have full legal Capacity, power and authority to enter into and execute this Agreement.
- b. Neither the signing nor the delivery of this Agreement, nor the consummation of the transactions contemplated herein, will conflict with or result in the breach of, or constitute a default under, any of the provisions of any corporate restrictions or any agreement or instrument to which it is party or by which is bound.

- 10.2. Licenser acknowledges, represents and warrants that:

- a. It has full right, authority, and legal capacity, in its capacity as a partner of Neolite Industries, to grant the license for the Registered Wordmark to the Licensee;
- b. The Licensee has been in continuous use of the Licensed IP in the course of its business with the consent of the Licenser;
- c. the Licensed IP is valid and subsisting and, to the Licenser's best knowledge, its use does not infringe the rights of any third party; and
- d. It has not granted any rights inconsistent with the license granted under this Agreement.

- 10.3. Licensee acknowledges, represents and warrants that:

- a. It has the necessary skills, capabilities, and capacity to conduct the Business.
- b. This Agreement does not grant any rights other than those expressly provided by this Agreement.
- c. No other representations of any kind were made by the Licensor in connection with or to induce execution of this Agreement, save as stated expressly in this Agreement; and no representation has been made by the Licensor and relied upon by the Licensee as to the future expenses, sales volume or potential profitability, earnings or Income from the Licensee' conduct of Business under the Trademarks.
- d. Prior to executing this Agreement, the Licensee had the full and fair opportunity to examine on its own in order to independently evaluate the Business risks associated with entering into this Agreement.
- e. This Agreement does not grant any other rights other than those expressly provided by this Agreement, and the Licensee is obtaining no right or interest in any part of the Trademark s including any goodwill associated with it, other than the limited right to use the Trademarks for the purpose, in accordance with terms of this Agreement.
- f. No representation or statement has been made by the Licensor and relied upon by the Licensee regarding the Licensor's ability to procure any required License or permit under applicable law that may be necessary to the Licensee for using the Trademarks for the Purpose.

11. ARTICLE 11: INDEMNIFICATION

- 11.1. Each Party (the “**Indemnifying Party**”) shall indemnify the other Party (the “**Indemnified Party**”) for any Losses in relation to breach of its obligations, representations, and warranties under this Agreement.
- 11.2. Indemnification Procedure: The Indemnified Party shall:
- 11.3. Promptly and upon becoming aware, notify the Indemnifying Party of any claim or proceeding, or threatened (in writing) claim or proceeding, which could lead to a Loss.
- 11.4. Permit the Indemnifying Party to take full care and control of the conduct, defense and settlement of such claim or proceeding; provided, however, that the Indemnifying Party shall not compromise or otherwise settle any such claim or proceeding without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed.
- 11.5. Reasonably assist at the cost of the Indemnifying Party in the investigation and defense of such claim or proceeding; and
- 11.6. Take all reasonable steps to mitigate any loss in respect of any such claim or proceeding.
- 11.7. Notwithstanding anything to the contrary herein, the total liability of the Indemnifying Party under this indemnity clause shall be capped at an amount equivalent to three (3) years royalty fees payable under this Agreement.

12. ARTICLE 12: GOVERNING LAW & JURISDICTION

This Agreement shall be governed by the laws of India. Courts at New Delhi, India shall have exclusive jurisdiction.

13. ARTICLE 13: DISPUTE RESOLUTION

- 13.1. Disputes shall first be resolved amicably through negotiations.
- 13.2. If unresolved, disputes shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, seated in New Delhi, India, with proceedings in English.
- 13.3. Any legal action or proceeding arising under this Agreement shall be brought exclusively at New Delhi, India and the Parties consent to the jurisdiction of such courts.
- 13.4. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights.

14. ARTICLE 14: CONFIDENTIALITY

Each Party agrees to maintain the confidentiality of all proprietary information shared during the term of this Agreement and not disclose Confidential Information to third parties without prior written consent; and Protect Confidential Information using the same degree of care used to protect its own confidential information, but in no event less than reasonable care.

15. ARTICLE 15: SEVERABILITY

If any provision is held unenforceable, the remaining provisions shall remain force and effect.

16. ARTICLE 16: NOTICES

16.1. Any notice or other communication whatsoever to be made or given under this Deed shall only be effective if it is in writing and sent to the Party concerned at its address and for the attention of the individual followed by an email, as set out below:

The Licensor: Mr. Rajesh Jain and Ms. Vaishali Jain

Address: No. 4, 3rd Avenue Bandh Road, Chandanhola, Chattarpur, South Delhi, Delhi -110074

The Licensee: Neolite ZKW Lightings Limited

Address: N-13 Second Floor, South Extension Part 1 – 110 049, New Delhi, India

Name of the authorized person: Arun Kumar Jain, Chief Financial Officer

Provided that a Party may change its notice details as aforesaid, on giving notice to the other Parties.

16.2. Subject to Clause 15.3, any notice given under this Deed shall, in the absence of earlier receipt, be deemed to have been duly given as follows:

If delivered personally, on delivery;

If sent by first class post, on receipt; and

If sent by electronic mail, on delivery receipt being received by the sender.

16.3. Any notice given under this Deed outside the working hours in the place to which it is addressed, shall be deemed not to have been given until the start of the next period of working hours in such place.

17. ARTICLE 17: MISCELLANEOUS

17.1. **Compliance With Disclosure Requirements:** The Licensee agrees to make all necessary disclosures regarding this Agreement and the underlying transaction as required under the applicable provisions of Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) ("SEBI ICDR Regulations") and SEBI (LODR) Regulations, 2015.

17.2. **Conflict With Law:** Nothing in this Agreement shall override or conflict with any applicable statutory provisions including those of the Companies Act, 2013, SEBI (LODR) Regulations 2015, or the Articles of Association of the Licensee. In the event of any inconsistency, the statutory provisions shall prevail.

17.3. **Conditional Shareholder Approval Requirement:** If the aggregate value of the royalties or other consideration payable under this Agreement exceeds the thresholds prescribed under Section 188 of the Companies Act, 2013 or the SEBI (LODR) Regulations 2015, the Licensee shall obtain prior approval of the shareholders of the company by way of an appropriate resolution, and the Promoter (Licensor) shall abstain from voting on such resolution.

17.4. **Counterparts And Electronic Execution:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic means (including PDF or electronic signature platforms), and such execution shall have the same legal effect as manual signatures.

17.5. **Expenses:** All costs, charges, and expenses incurred in connection with the execution and performance of this Agreement, including but not limited to stamp duty, registration charges, and legal fees, shall be borne solely by the Licensee, unless otherwise agreed in writing by the Parties.

17.6. Governing Language: This Agreement is executed in the English language, which shall be the sole language for interpretation, construction, and enforcement of this Agreement. Any translation of this Agreement shall be for reference purposes only and shall not affect the interpretation of the English version.

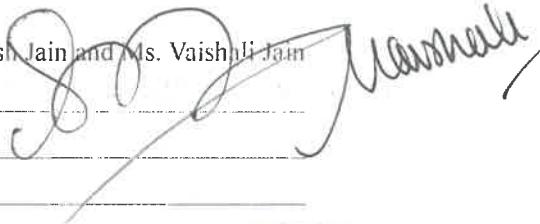
SIGNATURES FOR EXECUTION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Executed and signed on this 23 day of December, 2025 at New Delhi:

FOR AND ON BEHALF OF LICENSOR

Name: Mr. Rajesh Jain and Ms. Vaishali Jain

Signature: 

Witness 1: _____

Witness 2: _____

FOR AND ON BEHALF OF LICENSEE

Name: _____

Designation: _____

Signature: 

Witness 1: Arun Kumar Jain, Chief Financial Officer

Witness 2: Rakesh Jain

(Rakesh Kumar)

Witness-2 - Harsh

(Harsh Shukla)

SCHEDULE I: REGISTERED WORDMARKS*[DLL Note: Registration certificates to be included once the pdf version is prepared]*

| Trademark | Registration Number | Type | Class | Validity |
|-----------|---------------------|-----------|-------|-----------------|
| NEOLITE | 1222664 | Word Mark | 12 | August 13, 2033 |
| | 1222663 | Word Mark | 11 | August 13, 2033 |
| | 1578828 | Word Mark | 07 | July 13, 2027 |

SCHEDULE II – UNREGISTERED LOGO

| Trademark | Application Number | Type | Class | Present Status |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------|--------------|---------------------------|
|  The logo consists of a stylized 'N' and 'O' icon above the word 'NEOLITE' in a bold, sans-serif font. | 7392746 | Device mark | 11 | Formalities check pass |
| | 7392747 | Device mark | 12 | Formalities check pass |

SCHEDULE III: LICENSE FEE SCHEDULE

1. Annual Royalty Fee

The Licensee shall pay the Licensor an annual royalty fee of ₹5,000 (Rupees Five Thousand only) for the use of the Licensed IP. This royalty shall be payable each year for the entire duration of this Agreement.

From the annual royalty amount:

- ₹3,750 (Rupees Three Thousand Seven Hundred Fifty only) shall be payable to Rajesh Jain, and
- ₹1,250 (Rupees One Thousand Two Hundred Fifty only) shall be payable to Vaishali Jain.

Note: The royalty fee is exclusive of applicable taxes, which shall be borne by the Licensee.

2. Due Date for Payment

The annual royalty fee shall be paid in advance on or before 1st April of each calendar year.

3. Payment Method

All payments shall be made via bank transfer to the respective Licensor's designated bank account, as notified in writing.