

SS Retail Private Limited (formerly Known as SS communication and Services Pvt Ltd.), a company incorporated under the Companies Act, 2013 and having its registered office at **399, E Ward, Basant Bahar Road, Ratikamal Complex, Shop 6-7, Kolhapur, Maharashtra, India - 416003** (hereinafter referred to as the "**Licensor**", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the First Part,

AND

Nexora Smart Tech Pvt. Ltd., a company incorporated under the Companies Act, 2013 and having its registered office at **399, E, Basant Bahar Road, Ratikamal Complex, Shop 6-7, Kolhapur, Maharashtra, India - 416003** (hereinafter referred to as the "**Licensee**", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Second Part.

WHEREAS

A. The Licensor is the registered proprietor/owner of the trademark and brand name "**GIZMORE**" (hereinafter referred to as the "**Licensed Mark**") in India, registered under the Trade Marks Act, 1999.

B. The Licensee is desirous of obtaining a license to use the Licensed Mark in connection with its business, and the Licensor has agreed to grant such a license on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Grant of License

1.1 The Licensor hereby grants to the Licensee a **exclusive, revocable, royalty-bearing** license to use the Licensed Mark solely in connection with Mobile Accessories and Gadgets in India.

1.2 The Licensee shall not assign, sublicense or otherwise transfer the rights granted herein without the prior written consent of the Licensor.

2. Term and Termination

2.1 This Agreement shall commence on the date first written above and shall remain in force unless terminated in accordance with the terms herein.

2.2 Either Party may terminate this Agreement by giving 30 days' written notice to the other Party.

2.3 The Licensor may terminate the Agreement forthwith if the Licensee breaches any term of this Agreement and fails to cure such breach within 15 days of receiving notice.

3. Royalty/Consideration

3.1 In consideration for the license granted, the Licensee shall pay to the Licensor a royalty of 1% on sale or such other sum as agreed from time to time.

3.2 Payment shall be made annually within 45 days of invoice.



4. Use of Trademark

4.1 The Licensee shall use the Licensed Mark strictly in the form and manner approved by the Licensor and only in relation to the approved goods/services.

4.2 The Licensee shall not do or permit any act that may adversely affect the validity or reputation of the Licensed Mark.

5. Ownership and Goodwill

5.1 The Licensee acknowledges that the Licensed Mark is the sole and exclusive property of the Licensor.

5.2 All use of the Licensed Mark by the Licensee shall inure to the benefit of the Licensor.

6. Quality Control

6.1 The Licensee shall maintain the quality of goods/services offered under the Licensed Mark to a standard not less than that set by the Licensor.

6.2 The Licensor shall have the right to inspect or audit the Licensee's operations to ensure compliance with quality standards.

7. Confidentiality

The Licensee shall maintain strict confidentiality of all proprietary information and trade secrets of the Licensor and shall not disclose the same to any third party without prior written consent.

8. Indemnity

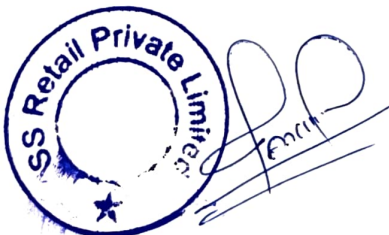
The Licensee agrees to indemnify and hold harmless the Licensor from and against any claims, damages, liabilities, and costs arising from the Licensee's use of the Licensed Mark in violation of this Agreement.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising hereunder shall be subject to the exclusive jurisdiction of the courts at Kolhapur.

10. Miscellaneous

- This Agreement constitutes the entire agreement between the Parties.
- Any modification shall be made in writing and signed by both Parties.
- Notices under this Agreement shall be sent to the addresses first written above.



IN WITNESS WHEREOF, the Parties hereto have executed this Brand License Agreement as of the day and year first above written.

For SS Retail Private Limited

Signature: _____

Name: Harshal Parekh

Designation: Director

Witness: _____



Signature: _____

Name: YUNUS KAGSI

Address: Shivaji park, Kolhapur, 416003

For Nexora Smart Tech Pvt. Ltd.

Signature: _____

Name: Bhavini Parekh

Designation: Director

Witnesses: _____



Signature: _____

Name: Pranati Melwanki

Address: Rukmini Nagar, Narayn Park, Kolhapur.