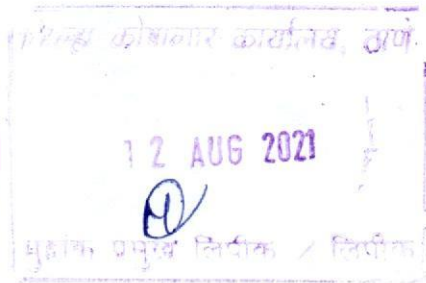




महाराष्ट्र MAHARASHTRA

2021

BD 822743



INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is made effective this the 23rd day of August, 2021 ("Effective Date").

BY AND BETWEEN

Dr. Mukul Shantilal Jain, S/o Mr. Shantilal Jain, aged 34 years, residing at Plot No. 50, Platinum Aura, Flat No. 102, 1st Floor, opposite Jain Mandir, 5th Road, Khar West, Mumbai-400052, having PAN AGUPJ7864K ("**Licensor**", which expression shall, unless repugnant to the context and meaning thereof, mean and include his legal heirs, Representatives and permitted assigns) of the **ONE PART**;

AND

Kids-E-Dental LLP, a limited liability partnership incorporated under the laws of India, with its registered office at 411, Akruti Arcade, J P Road, Opposite A H Wadia high school, Andheri West, Mumbai - 400053 ("**Licensee**", which expression shall, unless repugnant to the context and meaning thereof, mean and include their Representatives and permitted assigns) of the **OTHER PART**;

For Laxmi Dental Export Private Limited

For KIDS- E- DENTAL LLP

Designated Partner

Director



महाराष्ट्र MAHARASHTRA

2021

BD 859869



Licensor/ and Licensee shall hereinafter be individually referred to as “Party” and collectively referred to as the “Parties” where the context requires.

In consideration of the mutual promises and upon the terms and conditions set forth below, the Parties agree as follows:

WHEREAS:

Recitals:

- The Licensor is engaged in the business of innovating and developing pediatric dental products (“Licensor Business”) and is the owner of the Designs (*defined below*).
- The Licensee is engaged in the business of pediatric dental products (“Licensee Business”) and wishes to use the Designs to manufacture, market and sell the Licensed Product (*defined below*), as per the terms and conditions of this Agreement.

For Laxmi Dental Export Private Limited

For KIDS- E- DENTAL LLP

Director

Designated Partner

- C. The Licensor is a Partner of the Licensee by virtue of a Limited Liability Partnership Agreement dated 21 August, 2021 ("**Partnership Agreement**").
- D. Licensor is desirous of entering into this Agreement for granting the Licensee the license to use the Designs thereunder, on the promises and premises set forth below in this Agreement.


NOW, THEREFORE, in consideration of the above recitals, of the following terms and conditions, and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions


1.1 In this Agreement:

- (a) "**Agreement**" means this License Agreement and any amendments thereto;
- (b) "**Confidential Information**" means all material, data or information concerning the disclosing party ("**Disclosing Party**") or its Affiliates and its and their business affairs (including, but not limited to, information related to business plans, operations, policies, processes, methods, formulations, facilities, capital investments, financial position, budgets, products or services, product development, inventions, research results, intellectual property, trade secrets, know-how, marketing, suppliers, customers, transactions, relationships with third parties and business partners) furnished by the Disclosing Party or its Affiliates to the receiving party (the "**Receiving Party**") or its subsidiaries or Affiliates and its or any of their Representatives, and all analyses, compilations, data studies or other documents prepared by Receiving Party containing or based upon, in whole or in part, any such information that may be disclosed, and includes the terms and conditions of this Agreement, except that "Confidential Information" does not include information that:
- i. is or become generally available to the public other than as a result of a disclosure Receiving Party or its Representatives in breach of the terms hereof;
 - ii. becomes available to Receiving Party and/or its Representatives on a non-confidential basis from a source other than Disclosing Party or its Representatives, provided that such source is not bound by a confidentiality agreement with Disclosing Party or its Representatives with respect to such information or otherwise prohibited from transmitting the information to Receiving Party by a contractual, legal or fiduciary obligation;
 - iii. was known to Receiving Party and/or its Representatives on a non-confidential basis prior to its disclosure to Receiving Party and/or its Representatives by Disclosing Party or its Representatives; or
 - iv. was independently developed by employees, agents or consultants of the Receiving Party who had no knowledge of or access to the Disclosing Party's information as evidenced by the Receiving Party's business records;
- (c) "**Designs**" shall mean the Designs registered, in the name of the Licensor, as enumerated in Schedule 1 of this Agreement;
- (d) "**Effective Date**" means the date indicated on page 1 of this Agreement;

For Laxmi Dental Export Private Limited


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- (e) **“Improvements”** means improvements, variations, updates, modifications, and enhancements relating to the Designs and/or acquired at any time after the Effective Date;
- (f) **“Intellectual Property Rights”** means and includes any and all intellectual property owned by or in which the Licensor has rights, including amongst others, copyrights, patents, trade marks, trade names, service marks, business names (including internet domain names), design rights, database rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not) and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration) which may now or in the future subsist in the Designs;
- (g) **“License”** shall have the meaning ascribed thereto in Clause 3;
- (h) **“Licensed Products”** shall mean the products manufactured, marketed and sold by the Licensee using the Designs of the Licensor;
- (i) **“Representatives”** means subsidiaries, directors, officers, employees and representatives;
- (j) **“Term”** has the meaning ascribed thereto in Clause 15; and
- (k) **“Territory”** shall mean the Republic of India.


2. Intellectual Property Rights



- 2.1 The Licensee acknowledges that any and all rights, title and interest including all Intellectual Property Rights in and to the Designs are owned by the Licensor. The Licensee acknowledges that it shall not acquire any title, right or interest, including Intellectual Property Rights, express or implied, in the Designs, except the License (*defined below*) as specifically set forth in this Agreement.
- 2.2 The Licensee agrees to promptly notify the Licensor of any legal claim arising from or any attempt by any other person, firm or corporation, to use the Licensor’s Intellectual Property Rights in the Designs. If required, the Licensee agrees to execute any and all documents and do all such acts as may be necessary to carry out the defense or prosecution of the said legal claim.
- 2.3 The Parties agree that at the expiry of the Term of this Agreement, the Parties shall have discussions on the possible transfer of all rights, title and interest including all Intellectual Property Rights in and to the Designs in favour of the Licensee. If the Parties so agree to the transfer, the Parties shall enter into a separate assignment agreement. In the event the Parties do not agree to the said transfer of rights, the Parties hereby agree to further renew the License granted herein by a further period of five (5) years. Such renewal shall be executed by way of a separate addendum to this Agreement.

3. Grant of License

- 3.1 Subject to the terms and conditions of this Agreement, Licensor grants to the Licensee during the Term, the exclusive and non-sub-licensable right to (i) use the Designs in the manufacture of the Licensed Products and (ii) manufacture, market, distribute and sell the

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Designs and Licensed Products (collectively, "**License**"), both as part of the Licensee's Business, in the Territory.


- 3.2 The License includes the right to have some or all of the Licensee's rights or obligations under this Agreement exercised or performed by the Licensee's Representatives, without the need to seek prior written consent of the Licensor, provided that such Representative is bound by the terms, conditions and obligations under this Agreement. Without the prior written consent of Licensor, the Licensee may not engage with any unrelated third party to manufacture the Designs.
- 3.3 The Parties may agree in writing to expand the scope of the License to include other products/designs not included in the definition of Designs ("**Additional License**"), provided that such Additional License does not conflict with any current or pending agreements of the Licensor with third parties.
- 3.4 The Parties agree that if the Licensee wishes to make any Improvements in the Designs then the Licensee shall take prior approval of the Licensor to undertake the said Improvements and the Licensor shall not unnecessarily withhold its consent. The Licensor and the Licensee further acknowledge and accept that if the said Improvements result in an improvement in the Licensed Product which is capable of being protected as a registered Intellectual Property Right ("**Improved Licensed Product**") then the Improved Licensed Product shall be deemed to be jointly developed and jointly owned by the Parties. If the Improved Licensed Product is capable of being registered as an Intellectual Property Right then both Parties shall jointly own the said registration and the costs for the registration shall be jointly borne by both Parties. The Parties shall enter into a separate agreement to determine the scope of commercialization of the Improved Licensed Product and other relevant terms on mutually agreeable terms.
- 3.5 Notwithstanding Clause 3.4 hereinabove, if the Licensee creates and innovates a new product and/ or design and/ or technology in the field of pediatric dentistry ("**New Product**") as part of the Licensee's Business, which specifically excludes the Designs and the Improved Licensed Product, then all rights, title and interest, including Intellectual Property Rights, in the New Product shall vest exclusively with the Licensee. In such a scenario, the Licensee shall be entitled to see protection of the New Product as an intellectual property right under applicable law.


4. License Fees

- 4.1 In consideration of the profit sharing scheme set out in the Partnership Agreement, the Licensor hereby agrees that the License granted herein shall be a royalty-free license and the Licensor shall not be entitled to any additional payment for the License granted herein beyond the profit sharing scheme in the Partnership Agreement.
- 4.2 Each Party shall be responsible for its own and/or ensure its own compliance of applicable statutory obligations including taxes, levies, assessments or demands pertaining to this Agreement.


5. Licensor Obligations, Representations and Warranties

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- 5.1 The Licensor shall provide the Licensee the required support as needed by the Licensee to use the Designs as part of the Licensee's Business to manufacture, market and sell the Licensed Products.
- 5.2 The Licensor shall promptly keep the Licensee updated on the validity of the Designs and any third party claims made against the Licensor as to the validity and/ or ownership of the Designs.
- 5.3 The Licensor shall take all actions needed to ensure that all rights, including Intellectual Property Rights in the Designs, are protected to the full extent under law and shall take all actions needed, at its own cost, to ensure such protection of Intellectual Property Rights in the Designs, including ensuring the validity of the registration granted for the Designs.
- 5.4 The Licensor represents and warrants to the Licensee that:
- (a) the Licensor has a good standing under the laws of India and has the power, authority and capacity to enter into this Agreement and to carry out the transactions contemplated by this Agreement.
 - (b) the Licensor owns all rights, title and interest in the Designs and has the right to grant the License to Licensee under this Agreement and that the Designs are free and clear of all liens and encumbrances.
 - (c) the use of the Designs by the Licensee will not constitute an infringement or otherwise amount to an impingement, of rights, including Intellectual Property Rights, of any third party in the Territory.
 - (d) there are no claims, judgments or settlements against Licensor pending pertaining to the Designs including, but not limited to, claims, judgments and settlements pertaining to Intellectual Property Rights therein.
 - (e) the details of the Designs enumerated in Schedule 1 are a complete list of Intellectual Property Rights owned or controlled by the Licensor.
 - (f) the Confidential Information and Designs being licensed herein are fit for purpose and shall achieve the objective of producing quality products as part of the Licensee's business and shall meet all applicable functional and technical specifications.
 - (g) the Licensor shall not directly or indirectly use the Designs to manufacture and sell products that compete with the Licensee's Business in the Territory during the Term of the Agreement.
 - (h) the entering into this Agreement will not result in the breach of any agreement or other undertaking to which the Licensor is a party.
 - (i) the Licensor is in compliance with and will comply with all laws, regulations and ordinances with respect to the development of the Designs applicable to this Agreement.


6. Licensee Obligations, Representation and Warranties


- 6.1 The Licensee shall use the Designs only for the purposes mentioned in the Agreement and in accordance with this Agreement and not for any other commercial use.

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Director

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- 6.2 The Licensee shall be responsible for implementing and using the Designs at a standard and quality acceptable to the Licensor, which standards and quality shall be reasonable. The Licensee shall notify the Licensor immediately on becoming aware of any unauthorized use or copying of the whole or any part of the Designs.
- 6.3 The Licensee shall undertake to perform its obligations as explicitly described under this Agreement, including its obligation to cooperate in good faith with the Licensor.

7. Limitation of Liability

Notwithstanding anything contained under this Agreement and subject to the terms stipulated hereunder this clause, it is hereby expressly agreed between the Parties that the liability of each Party for any reason whatsoever including but not limited to any acts whatsoever by each Party or its employees, agents, assigns, or other representatives and as attributable to have occurred by and while in the transit network of each Party, shall be limited to the profit earned by the Licensee under the Partnership Agreement in the preceding two years. If the liability event arises within the first two years from the Effective Date, then the liability amount shall be limited to the quantum of sales of the Licensed Products, from Effective Date to the date of event leading to liability. Neither Party to this Agreement shall have any liability to the other Party for any indirect or consequential loss arising under or in connection with this Agreement.

8. Enforcement

- 8.1 Licensor will reasonably bring, prosecute, or defend actions or suits against third parties for infringement of Intellectual Property Rights in Designs. Notwithstanding the foregoing, the Licensee may, on receiving the prior written consent of Licensor, and at the Licensee's own expense, prosecute claims designed to enjoin such infringers in the Territory.
- 8.2 If any action, suit or proceeding alleging infringement of any third party Intellectual Property Right is brought against the Licensee or Licensor regarding the use of the Designs, beyond the rights granted under this Agreement, the following procedure will be adopted:
- (a) the Licensee or Licensor will promptly notify the other Party on receipt of service of process in such action, suit or proceeding or upon becoming aware that such action, suit or proceeding has been instituted or is pending, and will keep the other party fully informed of the actions and positions taken by the complainant and taken or proposed to be taken by both Parties;
 - (b) the Parties shall cooperate with each other in all reasonable respects in any such action, suit or proceeding, and no decision or action concerning or governing any final disposition of the complaint will be taken without full consultation with, and approval by the Licensor;
 - (c) Licensor may elect to participate as a party in any litigation resulting from the complaint to the extent that the court may permit, and any additional expenses generated by such participation will be paid by Licensor (subject to the possibility of recovery of some or all of such additional expenses from the complainant); and

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9. Confidential Information

- 9.1 Each Party understands that the other Party has or may disclose Confidential Information in the course of exercising its rights or performing its obligations under this Agreement. As between the Parties, the Confidential Information of each Party will remain its sole property. Confidential Information will be used by the recipient Party only for purposes of, or as otherwise authorized by this Agreement. Except as expressly provided herein, each Party will hold the Confidential Information of the other Party in strict confidence and protect such Confidential Information from disclosure using the same care it uses to protect its own Confidential Information of like importance, but not less than reasonable care. Except as expressly provided herein, no Confidential Information will be disclosed by the receiving Party without the prior written consent of the other Party, except that each Party may disclose this Agreement and the other Party's Confidential Information to its directors, employees, attorneys, agents, auditors, insurers, potential investors and subcontractors who require access to such information in connection with their employment or engagement and who are obligated to keep such information confidential in a manner no less restrictive than set forth in this clause. The Party employing or engaging such persons is responsible and liable for their compliance with such confidentiality obligations.
- 9.2 The Parties recognize and agree that the use or disclosure of any Confidential Information of a Party in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable damage for which adequate remedy at law will not be available. Accordingly, each Party shall be entitled to seek temporary and/or permanent injunctive relief against such breach or violation from any court of competent jurisdiction immediately upon request, without the need to obtain a bond or other security. The right of each Party to seek injunctive relief shall not limit in any manner that Party's right to seek other and/or additional remedies at law or in equity. If Confidential Information is required to be disclosed by law or a governmental authority, including pursuant to a subpoena or court order, such Confidential Information may be disclosed, provided that the Party required to disclose the Confidential Information: (i) promptly notifies the disclosing Party of the disclosure requirement; (ii) cooperates with the disclosing Party's reasonable efforts to resist or narrow the disclosure and to obtain an order or other reliable assurance that confidential treatment will be accorded the disclosing Party's Confidential Information; and (iii) furnishes only Confidential Information that the Party is legally compelled to disclose according to advice of its legal counsel. Upon written request, or at the expiration or termination of this Agreement, all documented Confidential Information (and all copies thereof) owned by the requesting Party will be returned or destroyed by the receiving Party, with written certification thereof delivered to the other Party.
- 9.3 Notwithstanding the termination or expiration of this Agreement, the rights and obligations in this clause survive and continue to bind the Parties, their successors and assigns.

10. Production and Marketing

The Licensee represents and warrants to Licensor that it has the infrastructure, expertise and resources to:

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Director

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- (a) develop and commercialize the Designs for the Licensee's Business and the Licensed Products.
- (b) immediately report any Intellectual Property Right infringement or impingement regarding the Designs.
- (c) handle the Designs with care and without danger to the Licensee, its employees, agents, or the public.

11. Indemnification

- 11.1 **Indemnification by the Licensor:** The Licensor agrees to indemnify and hold harmless the Licensee, its Affiliates and any of their officers, directors, stockholders, employees and agents against any claims, actions, suits, investigations, liabilities, losses, damages, costs and expenses, including but not limited to attorneys' fees and costs ("Damages"), arising out of, relating to, or incurred in connection with (i) any claim brought against the Licensor's ownership of rights, including Intellectual Property Rights, in the Designs; (ii) any breach or alleged breach of the Licensor's obligations, representations, warranties or covenants set forth herein and (iii) breach of any third party Intellectual Property Rights by the Licensor.
- 11.2 **Indemnification by the Licensee:** The Licensee agrees to indemnify and hold harmless the Licensor against any claims, actions, suits, investigations, liabilities, losses, damages, costs and expenses, including but not limited to attorneys' fees and costs ("Damages"), arising out of, relating to, or incurred in connection with, any of the following: (a) any breach or alleged breach of the Licensee's obligations, representations, warranties or covenants set forth herein and (b) any negligent or intentional wrongdoing on the Licensee's part.
- 11.3 Notwithstanding the termination or expiration of this Agreement, the rights and obligations in this clause will survive and continue to bind the Licensee and its successors and assigns, including the sub-licensee.

12. Data Privacy

Both Parties shall ensure that its Representatives/customers/sub-licensees shall comply with all applicable requirements of all legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party under the relevant data protection legislation.

13. Accounting Records & Reports

- 13.1 The Licensee will maintain at its principal place of business, separate accounts and records of all revenue and all business done in connection with the Designs. The accounts and records will be in sufficient detail to enable proper returns to be made under this Agreement and will be audited once every two years pursuant to provisions contained herein.
- 13.2 Licensor will use commercially reasonable efforts to ensure that all information provided to Licensor or its representatives under this clause remains confidential and is treated as confidential by Licensor.



For KIDS- E- DENTAL LLP



Designated Partner

For Laxmi Dental Export Private Limited



Director

14. Term and Termination

- 14.1 This Agreement shall be effective from the Effective Date of this Agreement and the same shall be in full force and effect for a period of Five (5) years unless otherwise terminated in accordance with the terms of this Agreement. This Agreement may be further renewed on terms mutually agreed between the Parties.
- 14.2 Termination of this Agreement shall occur if any of the following events ("Termination Events") occurs:
- (a) At the expiration of the Term of this Agreement, in an event where the Parties do not wish to renew the same; or
 - (b) At the expiration of the Term of this Agreement, in an event where the Licensee acquires all rights, title and interest, including Intellectual Property Rights in the Designs; or
 - (c) On the occurrence of any of the following events which are fundamental breaches of this Agreement:
 - (i) In the event of a material breach by the Licensor or Licensee of any of the provision of this Agreement and subsequent failure to remedy the same within thirty (30) days of having been notified of the same by the other Party.
 - (ii) In the event of any misconduct by either Party and any illegal operations and business malpractices in relation to this Agreement.
 - (iii) In case of violation of the any non-disclosure clause by either Party.
 - (d) If the registrations granted for the Designs are cancelled pursuant to an action brought by a third party against the Licensor or if the validity of the Designs expires during the Term or such extended period of this Agreement.
 - (e) If a court of competent jurisdiction or such other judicial or quasi-judicial or governmental authority returns a finding that the Licensor is not the owner of rights, title and interest, including Intellectual Property Rights, in the Designs.
- 14.3 Termination of this Agreement will not affect the provisions regarding treatment of Confidential Information, any payment of amounts due under this Agreement, provisions limiting or disclaiming Parties' liability and/or applicable law, which provisions will survive termination of this Agreement.

15. Effect of Termination

- 15.1 Upon termination of this Agreement for any of the reasons stated in Clause 15, the Licensee shall:

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- (a) Cease to operate/use the Designs and ensure that its sub-licensees' accounts are informed of their transfer to the Licensor.
- (b) Immediately cease to use the Licensor's Intellectual Property Rights as licensed to the Licensee under this Agreement.
- (c) Deliver to the Licensor all Confidential Information and Intellectual Property Rights of the Licensor, which may have been in the possession of the Licensee within 15 (fifteen) days of such Termination. The Licensee shall also return all the database bank, customer / sub-licensee information, and records and documentation including without limitation, manual(s), catalogues, instructions, promotional and advertising material, samples, letterheads, business cards relating to the Licensor.
- (d) In the event of termination of this Agreement, all dues payable by the Licensee to the Licensor under this Agreement shall be paid immediately with fifteen (15) days.

16. Successors and Assigns

Neither Party shall assign its rights nor obligations under this Agreement without the prior written permission of the other Party and any attempt to do so shall be void and shall be a material breach of this Agreement. Any such assignment consented to by the Parties shall be confirmed with written confirmation signed by Parties including assignee to the said effect. If Licensee sub-licenses any of its obligations under this Agreement, it shall remain liable for all acts or omissions of such subcontractors.

17. Dispute Resolution

- 17.1 In case of any difference and/or dispute arising out of the interpretation and/or subsistence or concurrence of the present Agreement, it shall be mutually and amicably closed between the Parties within a period of fifteen (15) days from the reference of any such difference and/or dispute by the aggrieved Party to the other.
- 17.2 In case the said difference and/or dispute and/or any part thereof are not resolved by the Parties mutually then the same and/or any part of the same shall be referred to Arbitration Tribunal consisting of a Sole Arbitrator to be mutually appointed by the Parties as per Arbitration and Conciliation Act 1996 (as amended up to date) The decision and award concluding from the said Arbitration shall be final and binding upon the Parties. The venue shall be Mumbai India and language shall be English.
- 17.3 Notwithstanding the dispute resolution clause, the Courts situated at Mumbai, India shall possess requisite and exclusive jurisdiction.

18. Governing Law and Jurisdiction

This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be governed by the laws of India and shall be subject to clause 18 above, the jurisdiction of Courts in Mumbai, India shall be applicable.

For Laxmi Dental Export Private Limited



Director



For KIDS- E- DENTAL LLP



Designated Partner

This Agreement is executed in English language, which shall prevail over any translation thereof.

19. Notices

Any notice provided for in this Agreement shall be in writing and shall be (i) first transmitted by electronic mail (Email) and then confirmed by prepaid registered post with acknowledgement due or by recognized courier service; or (ii) sent by prepaid registered post with acknowledgement due or by recognized courier service, to the relevant Party at its address set out below:

Licensor:

Address: Dr. Mukul S. Jain
 Email: mukuljain.dr@gmail.com
 Address: Plot No. 50, Pllatinum Aura, Flat No. 102, 1st Floor, opposite Jain Mandir, 5th Road, Khar West, Mumbai-400052.

Licensee:

Address: 411, Akruiti Arcade, J P Road, Opposite A H Wadia high school, Andheri West, Mumbai - 400053.
 Email: sameer@laxmidental.com
 Attention: Sameer Merchant

Such notice shall not be deemed served until receipt of the prepaid registered postage service or recognized courier and is not deemed validly served by electronic mail.

20. Relationship of Parties

Nothing herein contained shall be deemed to create an agency, joint venture relation between the Parties hereto. It is understood and agreed that the Licensee is not, by reason of this Agreement or anything herein contained, constituted or appointed the agent or representative of the Licensor for any purpose whatsoever, nor shall anything herein contained be deemed or construed as granting to the Licensee any right or authority to assume or to create any obligation or responsibility, express or implied, for, on behalf of, or in the name of the Licensor, or to bind the Licensor in any way or manner whatsoever. All financial and other obligations associated with the Licensee's business are the sole responsibility of the Licensee.

21. Miscellaneous

21.1 **Force Majeure.** Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the Parties. Such events, occurrences or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, pandemics, lockdowns, state actions. The Force Majeure event shall, however, not impact the financial obligations prevailing under this Agreement.

21.2 **Waiver.** Any waiver of the provisions of this Agreement or of a Party's rights or remedies

For Laxmi Dental Export Private Limited

Director

For KIDS- E- DENTAL LLP


Designated Partner

under this Agreement must be in writing to be effective. Failure, neglect or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed or be deemed to be a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to make subsequent action.


- 21.3 **Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the Parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- 21.4 **Counterparts.** This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.
- 21.5 **Amendments.** This Agreement shall be changed/modified/varied/altered/revise by mutual agreement of authorized representatives of the Parties in writing. No modification of or amendment to the same nor any waiver of any rights under this Agreement shall be effective unless mutually agreed in writing and signed by the authorized representative of the Parties.
- 21.6 **Costs.** The Licensee agrees and undertakes that it shall bear all costs for payment of the applicable stamp duty as may be required for execution of this Agreement.
- 21.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties including its schedules, annexure, exhibits and addendums thereto and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.

IN WITNESS WHEREOF BOTH THE PARTIES HAVE SUBSCRIBED THEIR RESPECTIVE SIGNATURES UNDER THEIR COMPANY SEAL TO THE AGREEMENT AS A TOKEN OF THEIR ACCEPTANCE TO THE TERMS AND CONDITIONS HEREIN MENTIONED

For LICENSOR

Signature : 
 Name : Dr. Mukul Jain

FOR LICENSEE

Signature : 
 Name :
 Designation :
 Co seal :
 Mr. Sameer Merchant
 Director

For KIDS- E- DENTAL LLP


 Designated Partner

For Laxmi Dental Export Private Limited


 Director



For KIDS- E- DENTAL LLP


 Designated Partner

Schedule 1- Details of Licensor's Intellectual Property Rights

A. Designs

The Designs registered in the name of the Licensor which are being licensed to the Licensee through this Agreement are:

Design Title	Registrant/ Applicant Name	Registration/ Application No.	Registration Date	Status
Pre Formed Pediatric Crowns Set	Dr. Mukul Jain	339218-001	17 February, 2021	Registered
Pre Formed Space Maintainer Set	Dr. Mukul Jain	341629-001	30 March, 2021	Registered



For Laxmi Dental Export Private Limited



Director

For KIDS- E- DENTAL LLP



Designated Partner