



उत्तर प्रदेश UTTAR PRADESH

FE 779170

AGREEMENT FOR LICENSING OF KNOWHOW (LUCHEM)

L.1. PARTIES TO THE AGREEMENT

01 JAN 2020

L.1.1. This Agreement made and entered on this 25th day of April 2020 between University of Lucknow (State University of Uttar Pradesh), Lucknow. Herein after called University of Lucknow this expression shall wear the context to include its successors and permitted assigns of the first part.

AND

L.1.2 Toral Herbals, Lucknow, a company registered in India and having its office at E-13, Sarojani Nagar, Industrial Area, (UPSIDS) Lucknow, 226008 (UP). Here in after called The second PARTY which expression shall wear the context to include its successors and permitted assigns of the other part.

L.2 AREA OF COOPERATION

L.2.1. Whereas Department of Chemistry, University of Lucknow has developed technology of SANITIZER. Here in under referred to as product "LUCHEM", and are in full possession of rights to KNOWHOW (Herein under called the KNOWHOW) for commercial production of the product.

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क्रिम संख्या..... 15219 / 17/01/2020

स्टाम्प विक्रय की तिथि.....

स्वामि क्रेय करने वन प्रयोजन.....

स्टाम्प क्रेतो का नाम व पता.....

स्टाम्प की धनराशि..... 1000

श्रीत झाकेश्वर लाल शिखरिया लाल

all

गौरव वर्मा

सं. 270 का. 31-03-2021
की 2832 इन्दिरा नगर, लखनऊ

AGREEMENT FOR LICENSING OF KNOWHOW (LICHEM)

1. PARTIES TO THE AGREEMENT

1.1 This Agreement is made and entered on this 25th day of April 2020 between University of Lucknow (State University of Uttar Pradesh), Lucknow. Herein after called University of Lucknow this expression shall wear the context of the first part and permitted assignee of the first part.

AND

2.1 The Licensor, Lucknow, a company incorporated in India and having office at 217, 219 & 221, Industrial Area (I.P.S.D) Lucknow 226008 (UP) here in a limited and the second PARTY with expansion shall wear the context of the first part.

2.2 AREA OF COOPERATION

2.2.1 Whereas Government of Uttar Pradesh, University of Lucknow has developed technology of ANTI-R there is under registered as product LICHEM, and the first party has rights to KNOWHOW (herein called the KNOWHOW) for commercial production of the product.

L.2.2. And whereas University of Lucknow at the request of the second party has agreed to grant permission to the second party for utilizing the KNOWHOW on terms and conditions herein after contained.

L.3 GRANT OF PERMISSION/LICENSE

L.3.1 In consideration of the performance by second party of the covenants herein contained Lucknow University, hereby grants to the second party the permission/license to utilize the KNOWHOW to make, use and sell product

L.3.2 The permission hereby granted to the second party by University of Lucknow is for utilization of KNOWHOW in India.

L.3.3 The Permission/License shall come in to force on 25/4/2020 after signing the agreement (herein after called the effective date)

L.4 FINANCIAL AGREEMENTS

L.4.1 In consideration of the permission/license hereby granted and transfer of KNOW-HOW by University of Lucknow to the second party, the second party shall pay to University of Lucknow, royalty 4% on X factory sale price after deduction of TDS.

L.4.2 Reports and Audits

- a. Second Party shall report quarterly to University of Lucknow its ex factory price and Revenues, which are subject to Royalty payments.
- b. Second Party shall maintain accurate books and records such that Royalties due and payable here under can be easily ascertained. Such books and records shall be maintained at second Party's principal place of business and shall be available for inspection by University of Lucknow or its representatives during the normal business day upon not less than 07 days prior written notice.
- c. Second Party shall make available books and records for audit by an accounting firm or representative of University of Lucknow selection and second party agrees to cooperate fully in any such audit. Any such audit



shall not be more frequent than annually. In the event that such audit determines that the amount of Royalties paid to University of Lucknow was in error by more than two (02) percent, the second Party shall pay 02% extra, in addition to promptly making payments to eliminate the deficiency.

- d. Within thirty (30) days after the end of the each Party fiscal years, second Party shall furnish University of Lucknow with a written report on the progress of its efforts during the immediately preceding calendar year to develop and commercialize licensed products. The report shall also contain a discussion for the year in which the report is submitted.
- e. Within ninety (90) days after the end of the Party fiscal year, second Party shall provide University of Lucknow with Party financial statement, a statement of cash flows and a balance sheet that has been certified by an independent auditor and audit fee will be payable by second party.

L.4.3 Costs :

All costs and expenses incurred by the second party in carrying out second Party obligations under this agreement shall be paid by the second party, and the second Party shall not be entitled to reimbursement from Royalties here under or otherwise therefore from University of Lucknow. Second Party shall possess or obtain at its own expense all necessary licenses and permits and shall comply with all laws, ordinances, rules and regulations effecting the exploitation or disposition of the License process/ Technology and /or Derivatives.

L.5 TECHNOLOGY TRANSFER

L.5.1 Transfer of KNOWHOW

a. Transfer of KNOWHOW Document

Head of the Chemistry Department, University of Lucknow shall hand over the second party technology transfer document consisting of specification of the product, processed details, user manuals etc.

b. Demonstration

Head of the Chemistry Department, University of Lucknow shall demonstrate KNOWHOW at University of Lucknow (Chemistry Department Lab) to the party.

c. Assistance



Head of the Chemistry Department, University of Lucknow at the request of the party to render assistance in KNOWHOW implementation.

L.5.2 The second party shall not transfer the KNOWHOW by sublicensing or in other manner to any other third Party who is stranger to the agreement.

L.5.3 The second party shall not introduce any change or modification in the KNOWHOW without the active knowledge, consent or permission from University.

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L.5.5 Regards any interpretation of formula terms in KNOWHOW document decision of the University shall be final.

L.6 RESPONSIBILITIES OF THE SECOND PARTY

L.6.1 The party should employ its best endeavour to work the KNOWHOW and sell the product on commercial scale. The second party shall commercialize the KNOWHOW immediately.

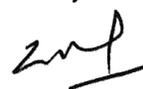
L.6.2 Fulfilment of all procedural, legal, operational requirements for the commercial implementation of the KNOWHOW shall be responsibility of the second party.

L.6.3 The second party shall treat as strictly confidential all information/ knowledge obtained from University of Lucknow in connection or Relating to the permission/license hereby granted.

L.6.4 The second party acknowledges the absolute ownership of KNOWHOW by University of Lucknow and shall not despite legality/validity or enforceability of the permission/license granted.

L.7 INDEMNITY

L.7.1 The second party Agrees to indemnify University of Lucknow of any legal, criminal or financial liability emanating from production/ business/ or any other act of the second Party (Other than Technology Transfer)



L.8 Dispute Resolution And Termination Of Agreement

L.8.1 University reserves its right to terminate the agreement unilaterally without assigning any reason.

L.8.2 In case the second party is found to be working in violation of terms of the agreement then the second Party shall pay Rs. One Lakh in the form of damages to the University for the breach of terms of agreement.

L.8.3 Regards any dispute resolution it shall remain subject to Lucknow jurisdiction only.

L.8.4 We may mutually resort to Arbitration methods of dispute resolution too.

This agreement is signed in presence of Hon. Vice Chancellor, University of Lucknow, Lucknow.

In witness where off, the parties have signed this agreement on the day, month and year.

For and on behalf of University of Lucknow

[Signature]
25/04/2020

Registrar **REGISTRAR**
University of Lucknow
LUCKNOW

For and behalf of second party



[Signature]
25/04/2020
Toral Herbals

Witness 1.

[Signature]
25/4/2020
[Signature]
25/4/2020

Witness 2.

[Signature]
25/04/2020
Witness 1.

Witness 2. *[Signature]*

Dated: April 25, 2020

Place: Lucknow