

తెలంగాణ తెలంగాణ TELANGANA

S.No. 28284 DATE: 16-12-2022

SOLD TO: G. Shiva Kumar

S/o. G. Shanker R/o. Hyderabad

FOR WHOM: CYIENT LIMITED

Kalpana

AT 306942

IKKURTHY KALPANA
LICENCED STAMP VENDOR

Lic No: 15-10-010/2019 RL No: 15-10-080/2021

Plot No: 1188, Sri Swamy Ayyappa

Co-Op Housing Society, Madhapur,

Serilingampally (M), Ranga Reddy Dist

Ph :- 9490666722

This stamp paper forms an integral part of the "Trade-Name License Agreement", dated December 13 2022, by and between Cyient Limited and Cyient DLM Limited.

Trade-Name License Agreement

THIS AGREEMENT is made by and between Cyient Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 11 Software Units Layout, Infocity, Madhapur, Hyderabad, 500081 (hereinafter referred to as "Licensor", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), and Cyient DLM Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 3rd floor, Plot No. 11, Software Units Layout Infocity, Madhapur, Telangana 500081 India (hereinafter referred to as "Licensee", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) on 13th December 2022 ("Effective Date").

WHEREAS, Licensor and Licensee are members of a group of affiliated companies and Licensee is engaged in Electronic Manufacturing Services (the "**Business**"); and

WHEREAS, Licensee acknowledges that licensor is the owner of the name and the logo **CYIENT** "Cyient" and any variation thereof (the "Name"); and

WHEREAS, Licensee is desirous of using the Name as part of Licensee's corporate name, company name, or trade name, as applicable in connection with the conduct of Business.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Grant of License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a perpetual, worldwide, non-sublicensable (except to the Licensee's affiliates), non-exclusive, royalty-free, non-transferable license to use the Name solely in connection with the Business, including (i) as part of the Licensee's corporate name, company name, or trade name, and (ii) for the purpose of advertisements, annual reports, invoices, other business related purposes or as otherwise required in accordance with applicable law.
2. Term. The term of the license hereby granted shall be effective upon the date of execution of this Agreement and shall continue in perpetuity, unless sooner terminated in accordance with the provisions hereof.
3. License Fee. Licensee shall pay to Licensor, as a license fee for the use of the Name, Rupees 1,00,000/-, payable on the date 13 January 2023.
4. Good Will. Licensee recognizes that there exists great value and good will associated with the Name, and acknowledges that the Name and all rights therein and good will pertaining thereto belong exclusively to Licensor, and that the Name has a secondary meaning in the mind of the public.
5. Licensor's Title and Protection of Licensor's Rights.
 - a. Licensee agrees that it will not during the term of this Agreement, or thereafter, attack the title or any rights of Licensor in and to the Name or attack the validity of the license granted herein.
 - b. Licensee agrees to assist Licensor to the extent necessary in the procurement of any protection or to protect any of Licensor's right to the Name, and Licensor, if it so desires, may commence or

prosecute any claims or suits in its own name or in the name of Licensee or join Licensee as a party thereto. Licensee shall immediately notify Licensor in writing of any infringements or imitations by others of the Name which may come to Licensee's attention, and Licensor shall have the sole right to determine whether or not any action shall be taken on account of any such infringements or imitations. Licensee shall not institute any suit or take any action on account of any such infringements or imitation without first obtaining the written consent of the Licensor so to do.

- c. Licensee agrees to cooperate fully and in good faith with Licensor for the purpose of securing and preserving Licensor's rights in and to the Name, and Licensor shall reimburse Licensee its reasonable costs for such cooperation (unless Licensee is in breach of this Agreement). It is agreed that nothing contained in this Agreement shall be construed as an assignment or grant to the Licensee of any right, title or interest in or to the Name, it being understood that all rights relating thereto are reserved by Licensor, except for the license hereunder to Licensee of the right to use and utilize the Name only as specifically and expressly provided in this Agreement. Licensee hereby agrees that at the termination or expiration of this Agreement, Licensee will be deemed to have assigned, transferred and conveyed to Licensor any trade rights, equities, good will, titles or other rights in and to the Name which may have been obtained by Licensee or which may have vested in Licensee in pursuance of any endeavors covered hereby, and that Licensee will execute any instruments requested by Licensor to accomplish or conform the foregoing. Any such assignment, transfer or conveyance shall be without other consideration than the mutual covenants and considerations of this Agreement.

6. Inspection. Licensor, or its nominee, shall have access to the Business during normal business hours and to books and records of Licensee for the purpose of ensuring compliance with this Agreement.

7. Termination.

- (a) Licensee may not terminate this Agreement.

- (b) The license rights granted hereunder may be terminated by Licensor upon immediate written notice without the opportunity to cure should any of the following events occur:

- (i) If Licensee shall: (A) admit in writing its inability to pay its debts generally as they become due; (B) file a petition in bankruptcy or a petition to take advantage of any insolvency act; (C) make an assignment for the benefit of its creditors; (D) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property;

- (E) on a petition in bankruptcy filed against it, be adjudicated as bankrupt; (F) file a petition or answer seeking reorganization or arrangement under the bankruptcy laws or any other applicable law or statute; (G) become subject to a final order, judgement or decree entered by a court of competent jurisdiction appointing, without the consent of Licensee, a receiver of Licensee or of the whole or any substantial part of its property or approving a petition filed against Licensee seeking reorganization or arrangement of Licensee under the bankruptcy laws or any other applicable law or statute; or


- (ii) Licensee shall fail or refuse to perform any other obligation created by this Agreement or Licensee breaches any term or condition of this Agreement or any other agreement between Licensee and Licensor or its affiliates; or

- (iii) Licensee has made any misrepresentations relating to the acquisition of the license granted

herein, or Licensee or any of Licensee's shareholders, officers, directors, or managing personnel engages in conduct which reflects unfavorably on the Name or upon the operation and reputation of the Licensor's business; or

(iv) Licensee or any of Licensee's shareholders, officers, directors, or managing personnel is in breach of any applicable law, or convicted of a felony or any other criminal misconduct which is relevant to the operation of the business of Licensee.

In the event of termination of this License for any reason, Licensee shall immediately cease all use of the Name and shall not thereafter use any name, mark or trade name similar thereto. Termination of the license under the provisions of this Section 8 shall be without prejudice to any rights which Licensor may otherwise have against Licensee.

8. Compliance with Laws and Regulations. Licensee shall, and shall cause its shareholders, officers, directors, and managing personnel to, comply with all laws, rules and government regulations pertaining to its business and shall not violate any laws which would create an adverse effect on the Name.
9. Relationship of Parties. Licensee shall not in any manner or respect be the legal representative or agent of Licensor and shall not enter into or create any contracts, agreements, or obligations on the part of Licensor, either expressed or implied, nor bind Licensor in any manner or respect whatsoever; it being understood that this Agreement is only a contract for the license of the Name.
10. Name Ownership. Licensee agrees that the Name is the sole property of Licensor and that Licensee has no interest whatsoever in such Name, and Licensee shall use the Name only for so long as the license granted hereby remains in full force and effect. Licensee shall not take any actions, or aid or assist any other party to take any actions, that would infringe upon, harm or contest the proprietary rights of Licensor in and to the Name. For the avoidance of doubt, this Agreement shall not prevent the Licensee from filing an application for registration of the mark  under the Trade Marks Act, 1999 with the relevant government authority in compliance with applicable law.
11. Other Licensees. Licensee agrees not to interfere in any manner with, or attempt to prohibit the use of the Name by, any other licensee duly licensed by Licensor. Licensee further agrees to execute any and all documents and assurances reasonably requested by Licensor to effectuate the licensing of the Name to any other party and agrees to cooperate fully with Licensor or any other licensees of Licensor to protect Licensor's lawful authority to use the Name.
12. Assignment. Licensee may not assign or transfer any of its rights or obligations under this Agreement other than to one of its affiliates without Licensor's prior written consent. Any purported assignment or transfer in violation of this Section 12 will be void and of no force and effect.
13. General Provisions.

13.1 Amendments. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

13.2 No Third-Party Beneficiaries. This Agreement solely benefits the Parties and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

13.3 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

13.4 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13.5 Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Telangana, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Telangana.

13.6 Waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.7 Notices. shall be in email and shall be deemed duly given when delivered.

If to Licensor: Legal.notices@cyient.com

If to Licensee: Parvati.Ramachandra@cyient.com>

13.8 Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of Licensor and Licensee with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

13.9 Each Party consents to disclose its name, the terms of this Agreement in the Draft Red Herring Prospectus, Red Herring Prospectus, Prospectus and all other documents in relation to the initial public offering of equity shares of the Licensee (“**Issue**”), to the extent required under applicable Law and/or as necessary for the purposes of the Issue. The Licensor acknowledges and consents to the Licensee filing the copy of this Agreement and the other transaction documents, as required, along with the copy of the Red Herring Prospectus / Prospectus , as may be necessary, with the Securities and Exchange Board of India, the relevant Registrar of

Companies and the stock exchanges in relation to the Issue, and making a copy of this Agreement and other transaction documents as material documents for inspection at the registered office of the Company and on its website, to the extent required under applicable law and/or as necessary for the purposes of the Issue.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the [date first written above/Effective Date] by their respective officers thereunto duly authorized.

CYIENT LIMITED

By *Navroze Palekar*
Navroze Palekar (Dec. 14, 2022 22:45 GMT)

Name: Navroze Palekar

Title: Authorized Signatory

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ad

CYIENT DLM LIMITED

By *Rajendra Velagapudi*

Name: Rajendra Velagapudi

Title: Authorized Signatory