



महाराष्ट्र MAHARASHTRA

● 2024 ●

CV 499085

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००३
- 3 DEC 2024
सक्षम अधिकारी ✓

श्री. विनायक ब. जाधव

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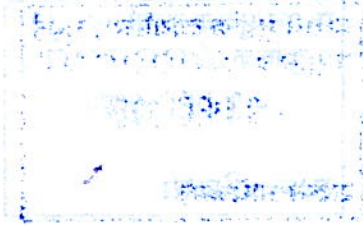
जोडपत्र - २ Annexure - II

दस्तावेज प्रकार	
दस्तावेज कोणी करणार आहेत का ?	YES/NO
मिळवणुकीचे वर्णन -	CHEP India Private Limited
मुद्रांक विकत घेणाऱ्याचे नाव	3rd Floor, Aver Plaza, Plot No. B-13,
मुद्रांक पक्षधराचे नाव	Opposite Citi Mall, New Link Road,
	Andheri, Mumbai - 400053
मुद्रांक विकत घ्यावे लागणारा पत्ता	<i>chep Techn. pvt ltd</i>
मुद्रांक शुल्क रक्कम	<i>Pavan Fort</i>
मुद्रांक विकत घ्यावे लागणारा क्रमांक/दिनांक	
मुद्रांक विकत घेणाऱ्याची सही	
मुद्रांक विकत घ्यावे लागणारी रक्कम	
मुद्रांक क्रमांक : ८०००००३	
मुद्रांक विकत घ्यावे लागणारा : श्री. अशोक सुनाथ कदम	
२९०, राज्य भवन भिंज रोड, २/१५, आंबेडकर, फोर्ट, मुंबई-४०० ००१.	
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी	
मुद्रांक खरेदी केलेल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.	



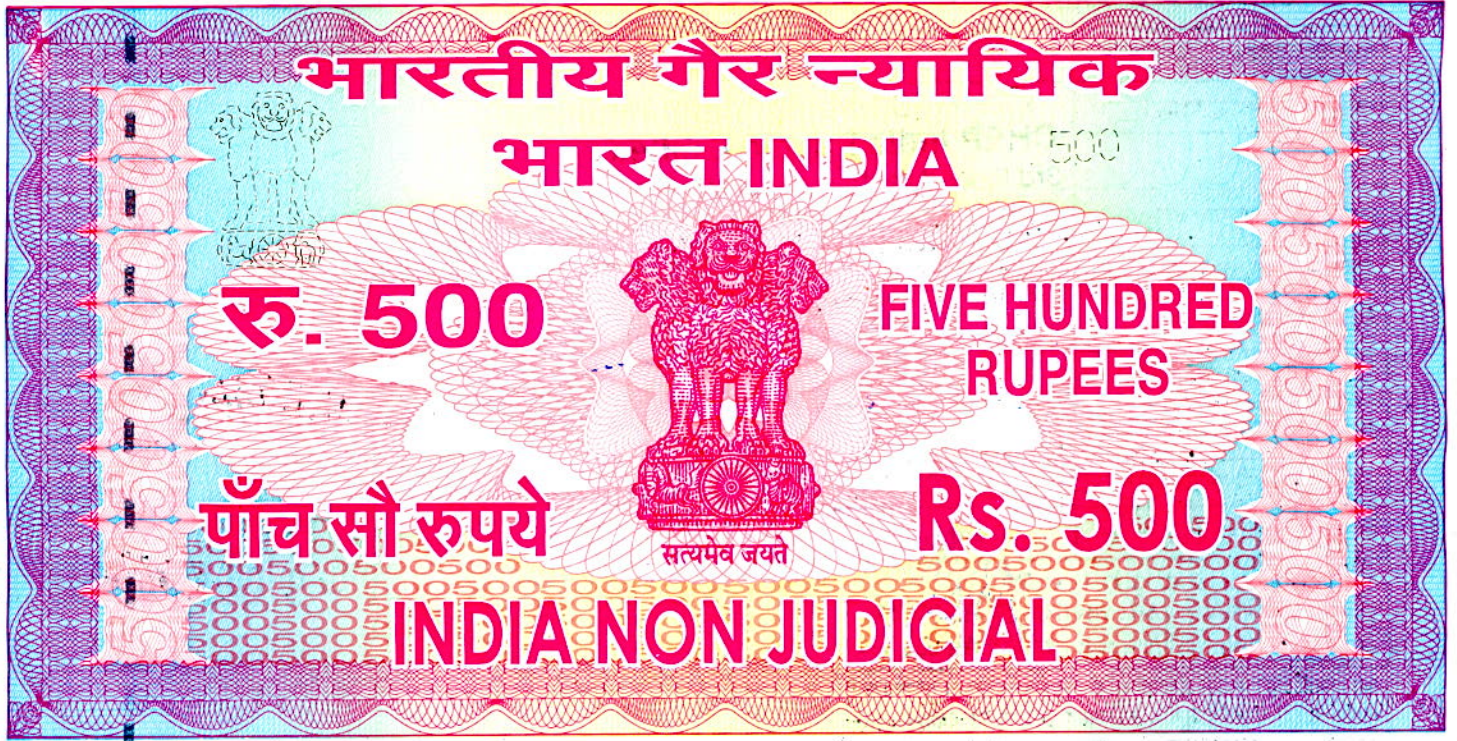
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महाराष्ट्र MAHARASHTRA

❶ 2024 ❶

CV 499086

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००३
- 3 DEC 2024
सक्षम अधिकारी

श्री. विनायक ब. जाधव

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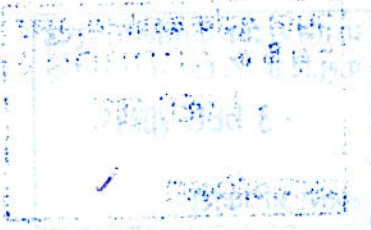
जाडपत्र - २ Annexure - II

दस्तावेज प्रकार	
दस्त नोंदणी करणार आहे का ?	YES/NO
मिळकतीचे तपस -	CHEP India Private Limited
मुद्रांक विकत घेणाऱ्याचे नाव	3rd Floor, Aver Plaza, Plot No. B-13, Opposite Citi Mall, New Link Road, Andheri, Mumbai - 400053
दुसऱ्या पक्षकाराचे नाव	CHEP Techn pty ltd
हस्ते अलत्यास त्याचे नाव व पत्ता	Pawar form
मुद्रांक शुल्क रक्कम	
मुद्रांक विकत घेतली अनु. क्रमांक/दिनांक	
मुद्रांक विकत घेणाऱ्याची सही	
मुद्रांक विकत घेतल्याची सही	
परवाना क्रमांक : ८००००००३	
मुद्रांक विकत घेतले जाय/पत्ता : श्री. अशोक रघुनाथ कदम	
२९०, २९२, भगत सिंह रोड, २/१५, आनंद भुवन, फोर्ट, मुंबई-४०० ००९.	
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CV 499087

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००३
- 3 DEC 2024
सक्षम अधिकारी ✓

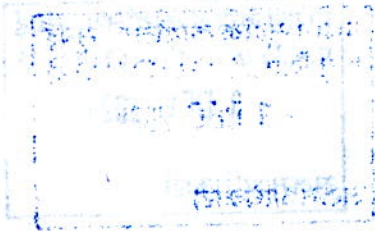
श्री. विनायक ब. जाधव

दस्तावा प्रकार	
दस्त नोंदणी करणार आहेत का ?	YES/NO
मिळकतीचे वर्णन -	CHEP India Private Limited
मुद्रांक विकत घेणाऱ्याचे नाव	3rd Floor, Awer Plaza, Plot No. B-13, Opposite Citi Mall, New Link Road, Andheri, Mumbai - 400053
दुसऱ्या पक्षकाराचे नाव	Chep Tech. Pte. Ltd.
हस्ते असल्यास त्याचे नाव व पत्ता	Pawan Fort
मुद्रांक शुल्क रक्कम	
मुद्रांक विकत घेणेसाठी अनु. क्रमांक/दिनांक	
मुद्रांक विकत घेणाऱ्याची सही	
मुद्रांक विक्रेत्याची सही	
परधाना क्रमांक : ८०००००३	
मुद्रांक विक्रीचे नाव/पत्ता : श्री. अशोक रघुनाथ कदम	
२९०, शांत भगत सिंह रोड, २/१५, आनंद नगर, फोर्ट, मुंबई-४०० ००९.	
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- 9 DEC 2024

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मुद्रांक शुल्क

Transitional Trade Mark Licence Agreement

CHEP Technology Pty Limited
CHEP India Private Limited

Transitional Trade Mark Licence Agreement

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Transitional Trade Mark Licence Agreement

This Agreement is made on 8 January, 2025

Parties

- 1 **CHEP Technology Pty Limited** (ACN 118 321 298), a company incorporated in Australia whose registered office is at Level 29, 255 George Street, Sydney NSW 2000 (the **Licensor**) and
- 2 **CHEP India Private Limited** (company number U74999MH2008FTC180544) a company incorporated in India whose registered office is in the state of Maharashtra, India at 3rd Floor, Aver Plaza, Plot No. B-13, Opposite Citi Mall, New Link Road, Andheri, Mumbai – 400053 (the **Licensee**).

Recitals

- A CHEP Singapore Pte Limited and Brambles (Asia) Pte Limited, which are Affiliates of the Licensor, and LEAP India Private Limited, among others, are parties to the share sale and purchase agreement dated 11 November 2024 (the **SPA**) pursuant to which LEAP India Private Limited (**LEAP**) has agreed to acquire all of the issued shares in the Licensee.
- B In connection with the transaction under the SPA, the Licensor has agreed to grant to the Licensee a licence to use the Licensor Branding in relation to the Business in the Territory on the terms and subject to the conditions of this Agreement and the SPA.

It is agreed as follows.

1 Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Affiliate(s) means with respect to any party, any Person that, alone or together with any other Person, directly or indirectly Controls, is Controlled by, or is under common Control with, such party.

Agreement means this Transitional Trade Mark Licence Agreement.

Auto Crates means the reusable plastic crates and foldable large containers for the automotive industry and inserts for such crates, used by the Licensee:

- (a) for the purpose of the Business; and
- (b) upon which any Licensor Branding is reproduced or appears.

Branding Guidelines means the brand guidelines set out in Schedule 2, as supplemented and amended from time to time by the Licensor in accordance with clause 7.2(b).

Branded Materials means all material of any kind, in any medium (excluding Auto Crates or Pallets), which incorporates any Licensor Branding, including all promotional matter, artwork, advertising materials, display materials, website, platform and application pages and interfaces, point of sales materials, scripts for telephone calls and online chats with customers, all materials connected to servicing customers, letters and communications to customers, scripts for radio promotions, scripts and footage for television commercials, any print, television, radio, online and mobile media advertisements, letterhead, business cards, sales material, brochures, posters, and internal and external signage in relation to the Business and the Services.

Business means the business of the Licensee, substantially as conducted as of the Effective Date.

Business Day means a day on which banks are generally open for normal banking business in Mumbai (India), Bangalore (India), and New South Wales (Australia) but does not include Saturday and Sunday (in any of the aforesaid jurisdictions).

Claim means, in relation to a party, a demand, claim, cause of action or legal proceeding made or brought by or against the party, however arising and whether present, immediate, future or contingent.

Change has the meaning given to that term in clause 13.1(a).

Change Management Procedure means the procedure set out in Schedule 4.

Companies Act means the Companies Act, 2013, as amended from time to time, including any rules, statutory modifications, re-enactments or amendments thereof.

Confidential Information has the meaning given in clause 11(a).

Control with respect to a Person, together with its grammatical variations such as **Controlled**, shall mean the right to appoint majority of the directors or to the governing board of such Person or to control, direct or cause the direction of the management or policy decisions of such Person, exercisable by a Person or Persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner and includes, without prejudice to the generality of the foregoing, directly or indirectly, and whether individually or in concert with other Person(s), owning or controlling more than 50% (Fifty per cent) of the share capital and/or voting rights of such Person, and controlling, or having the power to control, the composition of the board of such Person; Provided that the terms holding company and subsidiary have the meaning given to the terms under the Companies Act.

Effective Date means the date on which Completion, as defined in the SPA, occurs.

Existing Affiliates has the meaning given in clause 6(a).

Existing Material has the meaning given in clause 12.3(a).

Good Industry Practices means practices that ensure that services are consistently provided and controlled in accordance with generally accepted standards of good quality.

Governmental Agency means:

- (a) any national, state, city, municipal, country or local government and any subdivision, department, agency, court, commission, or authority thereof exercising any policy-making, statutory, executive, legislative, regulatory, judicial, or taxing authority;
- (b) any regulatory or administrative authority, body or other similar organization, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of Law; and
- (c) any court, commission or tribunal having jurisdiction any other judicial, quasi-judicial, regulatory authority, or arbitrator(s); and the governing body of any stock exchange(s) or an entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

GST Amount has the meaning given in clause 13.9.

Insolvency Event in relation to any Person shall mean, any corporate action, Proceedings in relation to:

- (a) a moratorium of any indebtedness, liquidation, winding-up, dissolution, administration, provisional supervision or reorganisation (other than a solvent reorganisation) (by way of

Transitional Trade Mark Licence Agreement

voluntary arrangement, scheme of arrangement or otherwise) of any Person and such action has been admitted by a court of competent jurisdiction;

- (b) a composition, compromise, assignment or arrangement with any creditor of the Person;
- (c) attachment or enforcement of any security interest over all or substantially all assets of the Person;
- (d) filing a petition or application for insolvency in relation to the Person;
- (e) any analogous procedure is taken in any jurisdiction, or any other event occurs which would, under any applicable Law, have a substantially similar effect to any of the events listed in sub-paragraphs above; or
- (f) the passage of a resolution by the members of the Person to initiate a voluntary liquidation process in relation to the Person under the Insolvency and Bankruptcy Code, 2016.

Law or Applicable Laws means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, circulars, notifications, directives, rules, regulatory principles, requirements and determinations, mandatory codes of conduct, writs, orders, injunctions and judgments given/ issued by any governmental or statutory authority having jurisdiction over the subject matter or the party in question.

LEAP has the meaning given to that term in the recital A.

Licensor Branding means:

- (a) the trade marks set out in Schedule 1; and
- (b) any other trade marks, branding, logos, devices, designs, colour, colour scheme, palettes, typefaces, layouts and styles, in each case, as agreed in writing by the parties from time to time.

Notice means any notice, demand or other communication given or made under this Agreement in writing, including a request for consent, approval or agreement.

Pallets means the wooden and plastic pallets used by the Licensee or its Affiliates:

- (a) for the purpose of the Business; and
- (b) upon which any Licensor Branding is reproduced or appears.

Permitted Use means each permitted use of each item of Licensor Branding set out in the table at Item 1 of Schedule 3.

Person means an individual, sole proprietorship, partnerships (whether limited or unlimited, registered or unregistered), company, body corporate, Hindu undivided family, joint venture, society, trust, estate, unincorporated or unregistered associations of persons, Governmental Agency, or other entity; in each case whether or not having a separate legal or juristic personality.

Proceedings means any suit, writ, arbitration, proceedings (legal, administrative, criminal or otherwise), litigation, petition, mediation, show cause notice, investigation for which investigation a written notice is received, appeal, revision commenced or brought by or before any Governmental Agency (including any arbitral tribunal), and includes with respect to all of the foregoing: (a) all interlocutory, miscellaneous or other applications for any interim relief; and (b) any suits, appeals, revisions, or writs, from any order, decree, award, judgement passed by a Governmental Agency (interlocutory or otherwise).

Representatives means, for the Licensor, Carina Thuaux, Company Secretary, and for the Licensee, Sujit Cherian, or, in each case, such other person as nominated by the relevant party by giving the other party prior written notice.

Service means a service supplied by the Licensee during the Term in the Territory, and which was supplied as part of the Business by the Licensee immediately before the Effective Date, in each case, involving the Auto Crates or the Pallets, under or by reference to the Licensor Branding.

SPA has the meaning given to that term in the Recitals.

Taxation or **Tax** has the meaning given to that term in the SPA.

Term has the meaning given in clause 4.

Territory means India.

Transaction Documents means this Agreement, the SPA, Disclosure Letter (as defined in the SPA) and the Transitional Services Agreement (as defined in the SPA), and all documents entered into pursuant to the SPA, and Transaction Document means any one of them.

Transition Period means, for each Permitted Use of each item of Licensor Branding, the period set out in the table at Item 1 of Schedule 3.

Transition Plan means the information to be provided and actions to be taken by the Licensee in relation to the transition of the branding of containers, Pallets and Branded Materials, as set out in Schedule 3.

1.2 Singular, plural, gender

References to one gender include all genders and references to the singular include the plural and vice versa.

1.3 References to persons and companies

References to:

- (a) a person includes any company, partnership or unincorporated association (whether or not having separate legal personality); and
- (b) a company include any company, corporation or body corporate, wherever incorporated.

1.4 Schedules etc.

References to this Agreement shall include any Schedules to it and references to clauses and Schedules are to clauses of, and Schedules to, this Agreement. References to paragraphs and Parts are to paragraphs and Parts of the Schedules.

1.5 Reference to documents

References to any document (including this Agreement), or to a provision in a document, shall be construed as a reference to such document or provision as amended, supplemented, modified, restated or novated from time to time except to the extent prohibited by this Agreement or that other document.

1.6 Information

References to books, records or other information mean books, records or other information in any form including paper, electronically stored data, magnetic media, film and microfilm.

1.7 Non-limiting effect of words

The words including, include, in particular and words of similar effect shall not be deemed to limit the general effect of the words that precede them.

1.8 Meaning of to the extent that and similar expressions

In this Agreement, to the extent that shall mean to the extent that and not solely if, and similar expressions shall be construed in the same way.

1.9 Headings

Headings are for convenience only and do not affect interpretation.

1.10 Interpretation against a party

This Agreement has been jointly drafted by the parties and nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it.

1.11 Grammatical forms of defined terms

If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

1.12 References to parties

A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).

1.13 References to two or more persons

A reference to a right or obligation of two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.

1.14 Reference to legislation

A reference to any statute or statutory provision shall include:

- (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
- (b) such provisions as are, from time to time amended, modified, re-enacted or consolidated.

1.15 Reference to 'In Writing'

References to the term in writing includes any communication made by letter or e-mail but shall exclude any form of instant messaging.

1.16 Reference to Time Periods

Unless otherwise specified, time periods within or following which a payment is to be made or any action is to be taken under this Agreement shall be calculated by excluding the day on which the period commences and including the day on which the period ends.

2 Consents or approvals

If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless expressly provided otherwise.

3 Other agreements

Nothing in this Agreement limits or restricts any rights granted to either party under another agreement, and obligations in this Agreement will only apply to the use of the Licensor Branding in accordance with the licence granted under this Agreement.

4 Term

Unless terminated earlier in accordance with clause 12, this Agreement commences on the Effective Date and will expire at the end of the last to expire of the Transition Periods (the **Term**).

5 Grant of Licence

- (a) In consideration of the payment by the Licensee of the sum of A\$1 (**License Fee**) to the Licensor (the receipt of which is acknowledged by the Licensor) and subject to the Licensee complying with the terms of this Agreement, the Licensor grants the Licensee a non-exclusive, non-transferrable, non-assignable and non-sublicensable (subject to clause 6) licence to use each item of Licensor Branding, but only:
 - (i) for the Permitted Uses for the item, and
 - (A) where the Permitted Use is on Auto Crates and on Pallets, to continue to display, during the applicable Transition Period, those items of Licensor Branding on Auto Crates and on Pallets which exist, or have been ordered by the Licensee, as at the Effective Date; and
 - (B) where the Permitted Use is in or on Branded Materials, during the applicable Transition Period and to the extent and in a manner necessary to continue to provide the Services to existing customers of the Licensee in the Territory as part of the Business in substantially the same manner as they are provided immediately prior to the Effective Date;
 - (ii) in the Territory, subject to paragraph (b);
 - (iii) subject to the terms of this Agreement, including clause 7; and
 - (iv) with effect from the Effective Date.
- (b) Use of the Licensor Branding in compliance with this Agreement on a website will be considered use within the Territory if:
 - (i) the website is not targeted at persons outside the Territory such that the goods or services are offered, provided or made available to order from outside the Territory; and
 - (ii) persons outside the Territory cannot purchase goods or services through the website.
- (c) The License Fee shall be paid (subject to any withholdings or deductions under the applicable Laws, including withholding of applicable Taxes) by the Licensee on the Effective Date.

6 Sub-licensing

- (a) During the Term, the Licensee may not grant sub-licences of its rights under clause 5 without the prior written consent of the Licensor, provided that the Licensor must not unreasonably withhold or delay such consent upon request by the Licensee to sub-license its rights under clause 5 to:
 - (i) each of its Affiliates, for so long as it remains an Affiliate, for use in relation to the Business as carried on by that Affiliate from time to time; or
 - (ii) any party providing services to the Licensee or its Affiliate in relation to the Business, solely for the purpose of, and to the extent necessary for, providing those services to the Licensee or its Affiliate,

(each such sub-licence a **Sub-licence**), in each case with no right to grant further sub-licences. The parties agree that LEAP and/or its subsidiaries as of the Execution Date (**Existing Affiliates**) are approved Sub-licensees for so long as such Existing Affiliates continue to be the Affiliates of the Licensee on and from the Effective Date and, during such time, no further consents are required for this Sub-licence to the Existing Affiliates under this sub-clause.

- (b) Each Sub-licence must be on terms that are no less onerous than the terms of this Agreement applicable to the relevant Licensor Branding. The Licensee must procure compliance by each sub-licensee of the terms of its Sub-licence, and is liable to the Licensor for any act or omission of the sub-licensee as if it were an act or omission of the Licensee.
- (c) Each Sub-licence will terminate automatically:
 - (i) with respect to the relevant Permitted Use of the Licensor Branding, upon the expiry of the Transition Period for the relevant Permitted Use of the Licensor Branding;
 - (ii) upon termination or expiry of this Agreement; or
 - (iii) (where the sub-licensee is an Affiliate of the Licensee) upon the sub-licensee ceasing to be an Affiliate of the Licensee,whichever is earliest.
- (d) The Licensee must ensure that the sub-licensee ceases any use of the relevant Licensor Branding immediately upon the termination of the Sub-licence.

7 Other Licence Conditions

7.1 Quality control

The Licensee must ensure that:

- (a) any Service provided by the Licensee or any of its sub-licensees is provided in accordance with Good Industry Practices applicable to the Service (or services of a similar nature to the Service);
- (b) any Service provided by the Licensee or any of its sub-licensees provided marketed and supplied in a professional manner, with due care and skill;
- (c) the manner in which the Licensee or any of its sub-licensees provides, markets or supplies the Services comply with all Laws.

7.2 Branding Guidelines

- (a) The Licensee must ensure that all of its Branded Materials, Auto Crates and Pallets comply with the Branding Guidelines.
- (b) The Branding Guidelines will include an overview of the brand guidelines specific to this Agreement, which outlines key elements relating to the use of the Licensor Branding, and will be provided by the Licensor to the Licensee before the signing of the Agreement.
- (c) If the Licensor amends the Branding Guidelines, it will give the Licensee written notice of the amended Branding Guidelines and provide the Licensee with a reasonable period (which must in no event be less than 10 (Ten) Business Days) to start complying with the amended Branding Guidelines. The amendment to the Branding Guidelines will become binding on the Licensee:

- (i) where the amendment is generally applicable to the Licensor, its Affiliates and all other licensees of the relevant Licensor Branding, on the expiry of the notice period; and
- (ii) in all other cases, upon the Licensee's written agreement to the amendment, acting reasonably.

7.3 Approval and non-compliance

- (a) The Licensee acknowledges that the Licensor has the right to examine the manner in which the Licensee or its sub-licensees uses the Licensor Branding for the purpose of monitoring the Licensee's compliance with the terms of this Agreement.
- (b) On request from the Licensor and at the cost of the Licensee, the Licensee must, within 10 (Ten) Business Days of receiving notice of such request, submit samples to the Licensor (at a premises in the Territory agreed between the parties, acting reasonably) of any Branded Materials, Auto Crates and Pallets for the purposes of the Licensor monitoring the Licensee's compliance with this Agreement.
- (c) The Licensee must, promptly after it becomes aware, notify the Licensor of any material non-compliance of this Agreement by the Licensee.
- (d) Subject to paragraph (e) below, the Licensee must not use any Licensor Branding in a particular way or medium without the prior written consent of the Licensor.
- (e) If:
 - (i) certain Licensor Branding is used by, or in relation to, the Business immediately prior to the Effective Date in a particular way and medium;
 - (ii) certain Licensor Branding is used in a particular way and medium due to an act or omission of the Licensee prior to the Effective Date;
 - (iii) certain Licensor Branding is used in a particular way on Auto Crates, Pallets or Branded Materials that are in the possession of customers of the Licensee as of the Effective Date and have not been in the possession of the Licensee or its sub-licensees since the Effective Date; or
 - (iv) the Licensor has already provided written approval for use of the Licensor Branding in a particular way and medium under this Agreement,then the Licensee may use that Licensor Branding in the same way and medium again without the prior written consent of the Licensor, provided that such use otherwise complies with this Agreement. The Licensee will not be using the Licensor Branding in the same way if, for example, the Licensee varies how the Licensor Branding is represented (including in terms of appearance, size and positioning on the Branded Materials, Auto Crates and Pallets) or the manner of use does not comply with the Branding Guidelines.
- (f) If the Licensor, acting reasonably, considers that any Branded Materials, Auto Crates and Pallets do not comply with this Agreement (including because the Licensee has not obtained the prior written consent of the Licensor as required by this Agreement), the Licensor may require the Licensee to, at the cost of the Licensee:
 - (i) immediately withdraw the relevant non-compliant Branded Materials, Auto Crates and Pallets from distribution or display;
 - (ii) rectify the issue with the Branded Materials, Auto Crates and Pallets and submit them to the Licensor for approval; and

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- (iii) where the relevant Branded Materials were published, distributed, issued or displayed to any person, publish corrective advertising to that person, a class of persons, or the public in a form that is approved by the Licensor.
- (g) Subject to clause 7.3(e), in the event that any Branded Materials, Auto Crates and Pallets do not comply in a material respect with the Branding Guidelines, the Licensee must use its best endeavours to promptly correct any such deficiency.
- (h) Notwithstanding anything to the contrary contained herein, none of the Pallets, Auto Crates and/or Branded Material shall be considered to be non-compliant with the Branding Guidelines to the extent that the relevant non-compliant aspect of the Pallets, Auto Crates and/or Branded Material was in place immediately prior to the Effective Date.

7.4 Other licence requirements and restrictions

- (a) The Licensee must ensure that, to the extent reasonably practicable, all Branded Materials published, distributed or issued by the Licensee contain a written statement that:
 - (i) the Licensor Branding is owned by the Licensor and used by the Licensee under licence; and
 - (ii) the Services are not provided, marketed or supplied by the Licensor or its Affiliates, or such other statements of similar nature as the Licensor may reasonably require in writing from time to time.
- (b) The Licensee must not use any Licensor Branding in any manner likely to deceive or cause confusion in trade, jeopardise the exclusiveness or distinctiveness of the Licensor Branding, or have a material adverse effect on the goodwill in the Licensor Branding. The licensee must not use Licensor Branding in a manner, or do anything, which is prejudicial to Licensor's rights or the rights of its successors or Affiliates in the Licensor Branding.
- (c) The Licensee must not engage in any conduct that may bring the Licensor, any Affiliates of the Licensor or any Licensor Branding into disrepute, or expose the Licensor to any liability or potential liability.
- (d) The Licensee must not challenge or call into question:
 - (i) the validity of any Licensor Branding; or
 - (ii) the Licensor's ownership of, or the Licensor's right to use or license, any Licensor Branding.
- (e) The Licensee must not, and must ensure that its Affiliates do not, register, attempt to register or use in any manner (including as or as part of a trade mark or business, company or domain name) anywhere in the world:
 - (i) any Licensor Branding; or
 - (ii) any other trade mark, company name, business name, domain name or social media account that is substantially identical with, or deceptively similar to, any Licensor Branding, or which so nearly resembles any Licensor Branding as to be likely to deceive or cause confusion,other than as expressly permitted under this Agreement or the SPA.
- (f) Other than as expressly permitted under this Agreement or where the Licensor Branding is used in the same way as it was prior to the Effective Date, the Licensee must not use any Licensor Branding in conjunction with another trade mark or any device, character, word, name, imagery, symbol or other thing, so as to:
 - (i) create a composite trade mark;

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- (ii) create (or to be likely to create) in the minds of all or part of the public an association between, on the one hand, the Licensor or the Licensor Branding, and on the other hand, such other trade mark, device, character, word, name, imagery, symbol or other thing; or
 - (iii) create (or to be likely to create) in the minds of all or part of the public an association between, on the one hand, the Licensor or the Licensor Branding, and on the other hand, the owner of or any other person identified with such other trade mark, device, character, word, name, imagery, symbol or other thing.
- (g) The Licensee acknowledges that all registered and unregistered rights and goodwill in and to the Licensor Branding are and shall remain the sole and exclusive property of the Licensor. The Licensee shall not, and shall procure that its sub-licensee or Affiliates shall not at any time, claim any right of title or ownership of the Licensor Branding, or register, attempt to register or use in any manner (including as or as part of a trade mark or business, company or domain name) anywhere in the world any Licensor Branding, without the prior written consent of the Licensor. The Licensee shall not, and shall procure that its sub-licensees and the Licensee's and its sub-licensees' subsidiaries do not, do anything, or knowingly permit anything to be done, which might damage, jeopardise or impair the ownership, validity, reputation or goodwill associated with the Licensor or the Licensor Branding.
- (h) The Licensee acknowledges and agrees that:
 - (i) all common law rights pertaining to (including goodwill and reputation in) the Licensor Branding arising from their use by the Licensee will inure to the benefit of the Licensor;
 - (ii) if the Licensee or any sub-licensee derives any common law rights or goodwill, or acquires any other rights by operation of law or otherwise, in respect of the Licensor Branding, such rights accrue for the benefit of the Licensor and the Licensee must, at the Licensor's direction, assign (or procure the assignment of) any and all such rights to the Licensor in writing; and
 - (iii) in using the Licensor Branding, the Licensee will not have, and may not represent in any way that it has, any title or right to ownership, registration or use of the Licensor Branding (except as expressly provided in this Agreement) or any goodwill associated with them.
- (i) Nothing in this Agreement limits or affects the right of the Licensor to use the Licensor Branding, within the Territory or outside the Territory.

7.5 Change of Corporate Name

The Licensee shall take necessary steps, including filing relevant forms with appropriate Governmental Agency to amend its corporate name by way of removal of the word 'CHEP' from its corporate name by the earlier of: (i) the consummation of the consolidation or merger of the Licensee with LEAP; or (ii) immediately after expiry of 12 (Twelve) months from the Effective Date.

8 Brand Transition

8.1 Obligation to transition

- (a) The Licensee must, and must procure that its sub-licensees, at its cost take all reasonable steps to ensure that it will be in a position to cease all use of the Licensor Branding in accordance with clause 12.2(a) below:

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- (i) in relation to each Permitted Use of an item of Licensor Branding on Auto Crates, cease using the relevant Auto Crates or cease using the relevant Licensor Branding on such Auto Crates, as soon as reasonably possible and in any case by the expiry of the applicable Transition Period;
 - (ii) in relation to each Permitted Use of an item of Licensor Branding on Pallets, cease using the relevant Pallets or cease using the relevant Licensor Branding on such Pallets, as soon as reasonably possible in any case by the expiry of the applicable Transition Period; and
 - (iii) in relation to each Permitted Use of an item of Licensor Branding in or on Branded Materials, cease use of the Branded Materials incorporating the relevant item and transition the branding of the relevant Service to branding other than the Licensor Branding as soon as reasonably possible, and in any case by the expiry of the applicable Transition Period,
- in each case, except as permitted by clause 12.3.
- (b) The Licensee must not:
 - (i) resume using an item of the Licensor Branding in relation to a Service once the Licensee has ceased using it in accordance with paragraph (a); or
 - (ii) commence any new use of any item of Licensor Branding in relation to a Service, or any other service, if such Licensor Branding was not used in relation to the service immediately prior to the Effective Date.
 - (c) The Licensee must not manufacture or produce, or permit, assist, acquiesce or otherwise allow any other person to manufacture or produce, any new Auto Crates or Pallets bearing Licensor Branding after the Effective Date.
 - (d) Nothing in this Agreement prohibits the manufacture or production of containers or pallets incorporating Licensor Branding, or the use of such containers or pallets by the Licensee or its Affiliates, pursuant to any separate agreement between the Licensor or its Affiliate, and the Licensee or its Affiliate, in connection with the provision of services by the Licensee or its Affiliate to the Licensor or its Affiliate during or after the Term.

8.2 Transition Plan

The Licensee must provide such information, and take such actions, as set out in the Transition Plan at Schedule 3, in relation to the transition of the branding of Auto Crates, Pallets and Branded Materials.

9 Claims

9.1 Notification of Claims

- (a) The Licensee must immediately notify the Licensor in writing, giving full particulars, if the Licensee becomes aware, during the Term of:
 - (i) any actual, suspected or threatened infringement of, or challenge to the validity or ownership of, any Licensor Branding by any person, or any conduct by any person in relation to any Licensor Branding that may constitute passing off under the Trade Marks Act, 1999 or contravention of any other applicable Laws in India; or
 - (ii) any Claim that use of any Licensor Branding by the Licensor or the Licensee infringes the rights of any person or constitutes passing off under the Trade Marks Act, 1999 or misappropriation of Licensor Branding or contravention of any other applicable Laws in India; or

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- (iii) complaints from customers and/or regulatory authorities in respect of the use of the Licensor Branding or the supply of the Services; or
 - (iv) any other form of written charge or written claim to which the Licensor Branding may be subjected.
- (b) In the event of any Claim that use of any Licensor Branding by the Licensor or the Licensee infringes the rights of any person or constitutes passing off under *Trade Marks Act, 1999* or contravention of any other applicable Laws in India, the Licensor may suspend the licence of the Licensor Branding and require the Licensee to immediately cease using the relevant Licensor Branding until further notice.

9.2 Action by Licensor

- (a) The Licensor reserves the right to determine in its absolute discretion whether and what action will be taken in relation to any scenario described in clause 9.1.
- (b) The Licensor will have absolute control over any litigation involving or affecting the Licensor Branding (except for litigation between the Licensor and the Licensee) and the Licensee may not initiate proceedings for infringement or any other misuse of any the Licensor Branding.
- (c) The Licensee acknowledges and agrees that the Licensor will be entitled to all damages, and all profits arising from accounts of profit directed to be taken, in respect of any infringement or other misuse of any Licensor Branding.
- (d) The Licensor has the first right to take action, but shall not be obliged, to bring, extend or defend any proceedings relating to the Licensor Branding against other persons in the courts, administrative agencies or otherwise, at Licensor's sole cost and expense, to prevent or terminate infringement, misappropriation, imitation, violation, illegal use or misuse of the Licensor Branding, and to oppose or cancel applications or registrations of trade marks, or other intellectual property that do or may conflict with the Licensor Branding.
- (e) Except to the extent expressly provided in this Agreement, the Licensee must not do any act that violates the provisions of the Trade Marks Act, 1999 of India in relation to any Licensor Branding.

9.3 Assistance from Licensee

The Licensee must promptly provide to the Licensor, at the Licensor's cost, and within the Territory, such assistance as the Licensor may require from time to time in relation to:

- (a) the defence of any Claim by any person challenging or opposing:
 - (i) any registration of any Licensor Branding;
 - (ii) the use of any Licensor Branding by the Licensor or the Licensee; or
 - (iii) the right of the Licensor to use any Licensor Branding;
- (b) any Claim made or commenced by the Licensor alleging that a person has infringed or is infringing any Licensor Branding, or that any conduct by that person in relation to any Licensor Branding constitutes passing off under the Trade Marks Act, 1999 or contravention of other applicable Laws in India; and
- (c) securing or maintaining registration of any trade mark under the Trade Marks Act, 1999 of India,

and, upon Licensor's reasonable request, execute, file and deliver documents and evidence necessary for such purpose.

9.4 No acknowledgment

The Licensee must not make any statement or take any action that may prejudice the interests of the Licensor in relation to any Claim in relation to any Licensor Branding, such as by making admissions of infringement or entering into any settlement.

10 Warranties

- (a) Each party represents and warrants to the other party that:
 - (i) it is duly organized and validly existing under applicable Law (as applicable);
 - (ii) it has the power and authority to execute and deliver this Agreement and to perform all of its duties, obligations and responsibilities arising or created under this Agreement;
 - (iii) this Agreement will upon execution and delivery, constitute valid and legally binding obligations of such party, enforceable in accordance with its terms;
 - (iv) the execution and delivery of this Agreement and the promises, agreements or undertakings of such party under this Agreement do not violate or contravene any applicable Law, or any agreement, arrangement or understanding, written or oral, to which such party is a party or by which such Person or any of its assets are bound; and
 - (v) all the necessary approvals (including from the respective board of directors) for the purposes of execution, delivery, and consummation of this Agreement and consummation of the arrangements contemplated by this Agreement have been obtained.
- (b) Other than the warranties given in paragraph (a), to the fullest extent permitted by law, the Licensor expressly provides no warranties to the Licensee under this Agreement.
- (c) Without limiting paragraph (b) above, the Licensee acknowledges and agrees that neither the granting of the licence in clause 5, nor the granting of any consent by the Licensor under this Agreement, constitutes in any way a representation or warranty that:
 - (i) the use of any Licensor Branding, or any other device, character, word, name, imagery or symbol, on or in relation to the Services or Branded Materials; or
 - (ii) the provision, marketing or supply by the Licensee of any Services, complies with all Laws.

11 Confidentiality

- (a) Subject to paragraph (b), a party must not disclose, or use for a purpose other than contemplated by this Agreement, the existence of and terms of this Agreement or any unpublished information or documents supplied by the other party in connection with this Agreement, including business operations, know-how, trade secrets, processes, business plans, product information, ideas, marketing plans, customer lists, prices, and other information which, under the circumstances of disclosure or because of legends and markings, should reasonably have been understood to be confidential or proprietary (**Confidential Information**).
- (b) A party may disclose any Confidential Information:
 - (i) to the other party to this Agreement;
 - (ii) under corresponding obligations of confidence as imposed by this clause, to persons that Control, are Controlled by, or are under common Control with, the

- party, and the directors, officers, employees, legal advisors or consultants, Affiliates of such persons;
- (iii) which is at the time lawfully in the possession of the proposed recipient of the Confidential Information through sources other than the other party, or an Affiliate of the other party, to this Agreement;
- (iv) in enforcing this Agreement or in a proceeding arising out of or in connection with this Agreement;
- (v) if required under a binding order of a Governmental Agency or securities exchange or ratings agency or under a procedure for discovery in any proceedings;
- (vi) if required under any Law or any administrative guideline, directive, request or policy having the force of law;
- (vii) as required or permitted by this Agreement;
- (viii) to its legal advisers and its insurers; or
- (ix) with the prior written consent of the other party to this Agreement.

12 Termination

12.1 Termination rights

- (a) Either party may terminate this Agreement by written notice to the other party if:
 - (i) the other party commits a breach of this Agreement (unless the breach is capable of remedy, in which case if the other party fails to remedy the breach within 10 Business Days after being required in writing to do so); or
 - (ii) the other party suffers an Insolvency Event.
- (b) The Licensor may terminate this Agreement by written notice to the Licensee if the Licensor considers, acting reasonably, that the use of the Licensor Branding by the Licensee or a sub-licensee other than in accordance with the terms of this Agreement has or is likely to damage the reputation or value of the Licensor or the Licensor Branding.
- (c) The Agreement will terminate on the earlier of:
 - (i) the date falling three months after the date that notice is given pursuant to paragraphs (a) or (b); or
 - (ii) the expiry of the Term.

12.2 Consequences of expiry or termination

- (a) The licence granted in clause 5 will automatically terminate upon the earlier of:
 - (i) expiry of the Term; or
 - (ii) termination of this Agreement in accordance with clause 12.1(c),and the Licensee must, and must procure that all of its sub-licensees, cease all use of the Licensor Branding, except as permitted by clause 12.3.
- (b) Without prejudice to the generality of paragraph (a) but subject to clause 12.3, on or prior to the expiry or termination of this Agreement, the Licensee must, and must procure that all of its sub-licensees, remove or cause to be removed all references to the Licensor Branding in or on any material which is within the Licensee's or its sub-licensees' possession or control, including references that may exist on the Licensee's or its sub-licensees' premises and any Branded Materials.

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- (c) The Licensee must, and must procure that each of its sub-licensees, certify to the Licensor within 14 days of expiry or termination of this Agreement that the Licensee has complied with paragraphs (a)–(b).
- (d) The Licensee must, and must procure that each of its sub-licensees, on 7 (seven) Business Days' written notice by the Licensor, permit the Licensor, its servants, agents (including its independent auditors) and representatives during normal business hours after the expiry or termination of this Agreement to enter the Licensee's and its sub-licensees' premises and inspect the Licensor's and its sub-licensees' system and records relating to the Services, to the extent necessary to verify the Licensee's compliance with paragraphs (a)–(b), provided that:
 - (i) The Licensee and/or its Affiliates shall not be responsible for any costs and expenses in respect of such audit / inspection, unless the audit or inspection uncovers material non-compliance with the Agreement by the Licensee or its sub-licensee, in which case (as between the Licensor and the Licensee), without prejudice to the Licensor's other rights, the Licensee is responsible for the Licensor's costs and expenses in respect of the audit or inspection;
 - (ii) the Licensor is entitled to exercise the right set out in this paragraph (d) once in respect of each of the Licensee and each sub-licensee after the termination or expiry of this Agreement;
 - (iii) the Licensor must ensure that such inspection is no more disruptive to the general business operations of the Licensee and each sub-licensee than is necessary to verify the Licensee's compliance with paragraphs (a)–(b); and
 - (iv) any inspection undertaken by the Licensor must be conducted in the presence of an authorised representative of the Licensee or its sub-licensee and such representatives, acting reasonably, shall be entitled to share the material in such a way that does not disclose the proprietary or confidential information relating to the business of the Licensee or its sub-licensees.
- (e) Expiry or termination of this Agreement does not affect any accrued rights or remedies of either party.
- (f) Clauses 7.4(g), 8, 10, 12, 13.8 and 13.9 and any provisions necessary to give effect to those clauses, survive expiry or termination of this Agreement.

12.3 Exceptions

- (a) The Licensee will not be required to remove any references to the Licensor Branding which appear on internal business records (including documents, information, data) and executed documents, including agreements entered into with customers, that exist by the end of the relevant Transition Period (**Existing Material**). For the avoidance of doubt, this paragraph (a) does not apply to any Existing Material which is altered or amended by or on behalf of the Licensee after the end of the Transition Period, or any new business record or document created by or on behalf of the Licensee and based on a piece of Existing Material after the end of the Transition Period.
- (b) The Licensee does not have an obligation to recall an Auto Crate or a Pallet which was issued to the customer by the Licensee or a permitted sub-licensee in the ordinary course of business and, at the time of expiry of the applicable Transition Period, is in a customer's possession or in transit to or from a customer, provided that the Licensee must:
 - (i) cease using the relevant Auto Crate or Pallet; or
 - (ii) paint over or remove any Licensor Branding on it; or

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- (iii) with respect to any Auto Crates or Pallets bearing Licensor Branding in moulded or embedded form), conceal the Licensor Branding in a manner such that the Licensor Branding is not visible,

when it is next returned to the Licensee or a permitted sub-licensee, provided however that in respect of plastic assets, the Licensee shall not be required to conceal the colour schemes.

- (c) Until the expiry of the Term, the Licensee may display, on a website operated by it or its Affiliate, a public notice in a form reasonably acceptable to the Licensor, relating to the sale of the Licensee.

13 General

13.1 Amendment

- (a) Any change to:
 - (i) the Transition Plan;
 - (ii) any of the other Schedules to this Agreement (including the Licensor Branding); or
 - (iii) any other document agreed under the terms of this Agreement,(each a **Change**) may be made only in accordance with the Change Management Procedure set out in Schedule 4.
- (b) Any other amendment to or variation of this Agreement may be made only by another agreement executed by both parties.

13.2 Assignment

- (a) Subject to paragraph (b), neither party may assign, charge, create a security interest over, encumber or otherwise deal with any of its rights or obligations under this Agreement, or attempt or purport to do so, without the prior written consent of the other party.
- (b) The Licensor may assign ownership of any of the Licensor Branding to any person, provided that the Licensor procures that the assignee enter into a novation with the Licensor and the Licensee in relation to the rights and obligations of the Licensor and the Licensee under this Agreement that concern such Licensor Branding.
- (c) The parties acknowledge that if the Licensee consolidates with or merges with LEAP and LEAP is the continuing or surviving corporation or entity of such consolidation or merger, all the rights and obligations of the Licensee under this Agreement shall automatically be assigned, conveyed or transferred to LEAP by operation of law, and such transfer is not a breach of paragraph (a), provided that the Licensee must procure that, prior to such consolidation or merger, LEAP must execute a deed of adherence in favour of the Licensor confirming that, after the consolidation or merger, it will comply with all the obligations of the Licensee under this Agreement.

13.3 Notarial fees, registration, stamp, transfer Taxes and duties

Each party must pay its own costs and expenses relating to the negotiation, preparation, and execution by it of this Agreement. Any stamp duty arising in respect of execution of this Agreement, shall be borne by equally by the parties.

13.4 Counterparts

- (a) This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart.
- (b) The Licensee shall be entitled to retain and keep a fully stamped original copy of this Agreement.
- (c) The delivery of signed counterparts by electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

13.5 Dispute resolution

- (a) The following provisions apply to any dispute, differences, controversies or claims between the parties arising out of or relating to this Agreement including any dispute regarding its existence, validity or termination (**Dispute**).
- (b) In case of any Dispute, the parties shall attempt, in the first instance, to resolve such Dispute through mutual consultations. If the Dispute is not resolved through mutual consultations within 15 Business Days from the date of commencement of discussions or such longer period as the parties may mutually agree in writing, then a party may invoke arbitration under this clause 13.5 by serving notice to the other party.
- (c) If the Dispute is not resolved as per clause 13.5(b) above, then such Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (**SIAC**) in accordance with the arbitration rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- (d) The seat and venue of the arbitration shall be in Mumbai, India.
- (e) The arbitration tribunal shall consist of three arbitrators. The Licensor will appoint one arbitrator and the Licensee will appoint one arbitrator. The 2 (two) arbitrators so appointed will appoint the 3rd (third) arbitrator who shall be the presiding arbitrator.
- (f) The language of the arbitration shall be English.
- (g) The arbitrators shall decide any Dispute strictly in accordance with the governing law specified in clause 13.8 below.
- (h) Each party to the Dispute shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
- (i) Any award made by the arbitrators shall be final and binding on each of the parties.
- (j) The arbitrators shall have the power to pass an award for specific performance as well as to award interest on any monetary sums awarded.
- (k) The arbitration proceedings and all matters pertaining to the arbitration and all documents and submissions made therein pursuant to this clause 13.5 shall be strictly confidential and subject to provisions of clause 11.

13.6 Whole agreement

The Transaction Documents contain the whole agreement between the parties relating to the subject matter of this Agreement to the exclusion of any terms implied by Law which may be excluded by contract and supersede any previous written or oral agreement between the parties in relation to the subject matter of this Agreement.

13.7 Further assurances

Each party must do anything (including executing agreements and documents) necessary to give full effect to this Agreement and the transactions contemplated by it.

13.8 Governing law and jurisdiction

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by Indian law. Subject to the clause 13.5 (*Dispute Resolution*) above, the courts at Mumbai, India shall have exclusive jurisdiction over all disputes arising out of or in connection with this Agreement.

13.9 GST

- (a) Unless the context requires otherwise, words and phrases used in this clause 13.9 that have a specific meaning in the GST Law, as defined in the Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, concerned State/Union Territory legislature, read with allied rules, notifications etc., shall have the same meaning in this clause.
- (b) If GST is payable, or notionally payable, on a supply made under or in connection with this Agreement, the party providing the consideration for that supply (i.e., Licensee) must pay as an additional amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**) directly to the Government of India under reverse charge mechanism in such time and manner as prescribed under the GST laws.
- (c) This clause will not merge upon completion and will continue to apply after expiration or termination of this Agreement.

13.10 No waiver

A failure to exercise or a delay in exercising any right, power or remedy under this Agreement does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

13.11 Notices

- (a) Any notice or other communication in connection with this Agreement (each, a **Notice**) shall be:
 - (i) in writing in English; and
 - (ii) delivered by hand, e-mail, recorded or special delivery or courier using an internationally recognised courier company.
- (b) A Notice to Licensor shall be sent to such party at the following address, or to such other person or address as Licensor may notify to Licensee, in writing, from time to time:

Licensor

Address: 5897 Windward Parkway Alpharetta, Georgia 30005, USA

E-mail: carina.thuaux@brambles.com

pearl.lane@chep.com

Attention: Carina Thuaux, Company Secretary

Attention: Pearl Lane, Global Head of Intellectual Property

- (c) A Notice to Licensee shall be sent to such party at the following address, or to such other person or address as Licensee may notify to Licensor, in writing, from time to time:

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Licensee

Address: 14th Floor, Commerz, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai 400063

E-mail: sp@leapindia.net; compliance@leapindia.net

Attention: Mr. Sujit Cherian / Legal Department

- (d) Subject to Clause 13.11(e), a Notice shall be effective upon receipt and shall be deemed to have been received:
 - (i) at the time recorded by the delivery company, in the case of recorded delivery;
 - (ii) at the time of delivery, if delivered by hand or courier; or
 - (iii) at the time of sending if sent by e-mail, provided that receipt shall not occur if the sender receives an automated message that the e-mail has not been delivered to the recipient.
- (e) A Notice that is deemed by clause 13.11(d) to be received after 5.00 p.m. on any day, or on a Saturday, Sunday or public holiday in the place of receipt, shall be deemed to be received at 9.00 a.m. on the next day that is not a Saturday, Sunday or public holiday in the place of receipt.
- (f) For the purposes of this clause 13.11 all references to time are to local time in the place of receipt. For the purposes of Notices by e-mail, the place of receipt is the place in which the party to whom the Notice is sent has its postal address for the purpose of this Agreement.
- (g) A party shall notify (in writing) the other party of any change to its details in clause 13.11 in accordance with the provisions of this clause 13.11.

13.12 Invalidity

- (a) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part in any jurisdiction, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable as to that jurisdiction and gives effect to the commercial intention of the parties.
- (b) If and to the extent it is not possible to delete or modify the provision, in whole or in part, under clause 13.12(a), then such provision or part of it shall, if and to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under clause 13.12(a), not be affected.

Schedule 1

Licensors Branding

Registered trade marks and applications for registration

Mark	Country	Application/registration number	Class	Owner
CHEP	India	1291243	20, 39	CHEP Technology Pty Limited
	India	1291244	20, 39	CHEP Technology Pty Limited
PALLECON	India	2830885	20	CHEP Technology Pty Limited
CHEP PALLECON	India	2830887	6	CHEP Technology Pty Limited
CHEP PALLECON	India	2830888	20	CHEP Technology Pty Limited
CHEP PALLECON	India	2830889	39	CHEP Technology Pty Limited
	India	5704897	6, 16, 20, 39	CHEP Technology Pty Limited
	India	5710693	6, 16, 20, 39	CHEP Technology Pty Limited
MYCHEP	India	3538534	35,39,42	CHEP Technology Pty Limited
Color Blue on Pallets Device (in Pantone PMS 300U)	India	2520234	20	CHEP Technology Pty Limited

Unregistered trade marks



Schedule 2

Branding Guidelines

Product Brand Overview

Pallets, crates and containers

A combination of 3 trademarks is present in CHEP products across the world

1. **CHEP Triple arrow:** Symbol that is incorporated in all pallets and most crates and containers.
2. **CHEP Blue:** CHEP's has trademark protection in India of the use of "Pantone PMS 300U" (blue) on pallets in wood and plastic.
3. **CHEP Logo:** The CHEP logo must be the most dominant element and visible on all platform assets, except pallets, where the Triple arrow is sufficient. The colour of the logo depends on the background. The black logo is to be used on lighter backgrounds and the reverse logo can be used on darker backgrounds. Where possible, the logo should be positioned in the centre of the available space and above the other elements
4. **Product name** or retained product logo, e.g. **Pallecon**. This appears secondary to the CHEP logo and must never appear too close.
 - The product logo is $\frac{1}{4}$ of the height of the CHEP logo
 - Product names are $\frac{1}{2}$ of the height of the CHEP logo
 - Product names are written in Akzidenz Grotesk Medium, sentence case and are tracked – 20
5. **'Property of CHEP'**. This should be visible on all CHEP assets, including lids. If space allows, please use the multi-language template of 'Property of CHEP' on the contains of sleeve.
6. **Contact details** are frequently used as www.chep.com. Please use at least one of these from the website
 - Generic telephone number
 - Generic email address
 - Physical address
 - Always mention www.chep.com

Pallet examples



Crate examples



Container example



Logos



Schedule 3

Transition Plan

1 Transition Periods

Item	Licensor Branding	Permitted Uses	Transition Period
1	 PALLECON CHEP PALLECON Any other Licensor Branding used on Auto Crates as at the Effective Date.	on Auto Crates	3 years
2	 Any other Licensor Branding used on Pallets as at the Effective Date.	on Pallets	2 years
3	All Licensor Branding	on Licensee's website relating to the Business	6 months
4	All Licensor Branding	all other Branded Materials	6 months

2 Other obligations

On or before the expiry of the Term, the Licensee must return to the Licensor all equipment in its possession or control (including equipment in the control of the Licensee's agents, subcontractors, service providers or authorised users) which is used to apply Licensor Branding to Auto Crates, Pallets and Branded Materials, including:

- (a) stencils for Licensor Brands; and
- (b) paint in the CHEP blue colour (Including the shade pantone PMS 300U),

except where otherwise agreed under an agreement between the Licensee or its Affiliate and the Licensor or its Affiliate. Notwithstanding anything in this paragraph 2, the Licensee is not obliged to return the moulds for the Auto Crates and Pallets.

Schedule 4

Change Management Procedure

1 Discussion of Changes

If either party wishes to make a Change (**Requesting Party**), it must prepare and submit to the other party (the **Responding Party**) a document containing the matters to be agreed formally by the parties in respect of that Change (a **Change Notice**).

2 Contents of the Change Notice

Each Change Notice must contain:

- (a) a serial number;
- (b) the originator of the relevant Change;
- (c) details of the relevant Change;
- (d) any variations proposed to the Licensor Branding or Transition Plan to be made as a result of the relevant Change;
- (e) a timetable for implementing the relevant Change together with an appropriate extension of time for the performance of any associated obligations;
- (f) details of the financial impact of any Change (if any) so both parties can make a reasonable assessment of any financial implications, including any changes to fees or costs payable for either party; and
- (g) a provision for acceptance or rejection of the Change Notice.

3 Consideration of Change Notice

For each Change Notice submitted, Responding Party will, as soon as reasonably possible notify Requesting Party of its approval or rejection of the Change Notice. In the case of a rejection of the Change Notice each party will ensure its Representative is available to discuss any changes to the Change Notice required by the Requesting Party.

4 Acceptance of Change Notice

If Responding Party accepts the Change Notice (either as submitted by Requesting Party or as amended by agreement between the parties under paragraph 3) then both parties will procure that their respective authorised representatives execute, as soon as possible, two copies of the Change Notice, with each party retaining one copy of the executed Change Notice. Upon the Change Notice being executed by both parties, the relevant Schedules will be taken to have been amended in accordance with the Change Notice.

5 Rejection of Change Notice

Unless and until the parties have agreed the contents of a Change Notice provided under this Schedule 4 and signed that Change Notice, the parties must continue to perform their respective obligations under this Agreement without that variation.

This Agreement has been duly entered into on the date shown at the beginning.

SIGNED AND DELIVERED by CHEP TECHNOLOGY PTY LIMITED acting through its duly authorized representative



Name : ROBERT RAMSAY

Title : DIRECTOR

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SIGNED AND DELIVERED by CHEP INDIA PRIVATE LIMITED acting through its duly authorized representative


Name : Prakash Ghaghe
Title : Country General Manager



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