



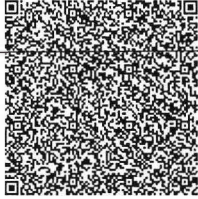
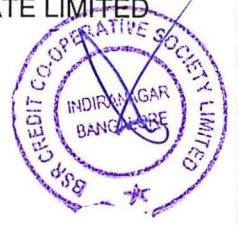
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INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA59030730928290W
Certificate Issued Date : 05-Nov-2024 03:03 PM
Account Reference : NONACC (FI)/ kacrsf108/ INDIRA NAGAR5/ KA-SV
Unique Doc. Reference : SUBIN-KAKACRSFL0860140733801372W
Purchased by : DHEYA ENGINEERING TECHNOLOGIES PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : Exclusive Manufacturing Agreement
Consideration Price (Rs.) : 0
(Zero)
First Party : DHEYA ENGINEERING TECHNOLOGIES PRIVATE LIMITED
Second Party : UNIMECH AEROSPACE AND MANUFACTURING LIMITED
Stamp Duty Paid By : DHEYA ENGINEERING TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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Statutory Alert:

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3. In case of any discrepancy please inform the Competent Authority.

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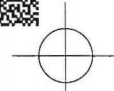
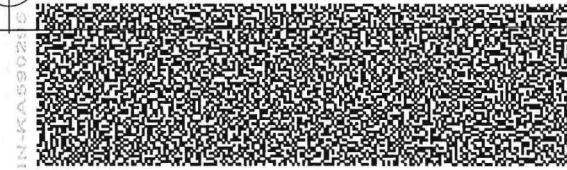
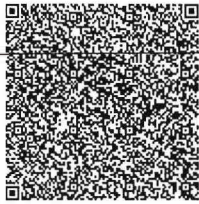
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Government of Karnataka

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Rs. 500

Certificate No.	:	IN-KA59029524973782W
Certificate Issued Date	:	05-Nov-2024 03:02 PM
Account Reference	:	NONACC (FI)/ kacrsf08/ INDIRA NAGAR5/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKACRSFL0860138549882890W
Purchased by	:	DHEYA ENGINEERING TECHNOLOGIES PRIVATE LIMITED
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	Exclusive Manufacturing Agreement
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	DHEYA ENGINEERING TECHNOLOGIES PRIVATE LIMITED
Second Party	:	UNIMECH AEROSPACE AND MANUFACTURING LIMITED
Stamp Duty Paid By	:	DHEYA ENGINEERING TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)



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Certificate Issued Date : 05-Nov-2024 03:02 PM
Account Reference : NONACC (FI)/ kacrsf108/ INDIRA NAGAR5/ KA-SV
Unique Doc. Reference : SUBIN-KAKACRSFL0860136890244165W
Purchased by : DHEYA ENGINEERING TECHNOLOGIES PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : Exclusive Manufacturing Agreement
Consideration Price (Rs.) : 0
(Zero)
First Party : DHEYA ENGINEERING TECHNOLOGIES PRIVATE LIMITED
Second Party : UNIMECH AEROSPACE AND MANUFACTURING LIMITED
Stamp Duty Paid By : DHEYA ENGINEERING TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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EXCLUSIVE MANUFACTURING AGREEMENT

This exclusive manufacturing agreement (“**Agreement**”) is and entered into at Bangalore, on November 11, 2024 (“**Effective Date**”) by and between:

DHEYA ENGINEERING TECHNOLOGIES PRIVATE LIMITED, a company registered under the laws of India having its registered office at No. 8/2, Novel Office Centre, Halasuru Road, Bangalore, Karnataka, India - 560042 (hereinafter referred to as the ‘**Company**’, which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns), of the **ONE PART**;

AND

UNIMECH AEROSPACE AND MANUFACTURING LIMITED a company registered under the laws of India having its registered office at 4th Phase, Nos. 538, 539, 542, 543, 7th Main Road, Peenya, Bengaluru, Karnataka, India – 560058 (hereinafter referred to as the ‘**Unimech**’, which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns), of the **OTHER PART**;

The Company and Unimech are hereinafter collectively referred to as the ‘Parties’, and individually as a ‘Party’.

WHEREAS

- A. The Company is engaged in *inter alia* the design, development, manufacturing, sales and servicing of micro gas turbines.
- B. Unimech is a manufacturer of precision tooling equipment, assemblies, sub-assemblies, as well as mechanical and electromechanical components and products for clients in the aerospace, energy, semiconductor, defense and other allied industry verticals.
- C. Pursuant to commercial discussion between the Parties, the Company intends to authorize and appoint Unimech as the ‘*exclusive manufacturer*’ of products for the Company, for the scope of work set out in **Annexure A** hereto in accordance with the terms mutually agreed to by the Parties and as set out in this Agreement.
- D. Unimech is willing to provide such services in accordance with and subject to the terms and conditions as set out in this Agreement, and for the consideration set out in this Agreement and such other agreements as may be executed between the Company and Unimech.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

- a) “**Affiliate**” of a Person (the “Subject Person”) shall mean any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the Subject Person;
- b) “**Agreement**” means this agreement and shall include any schedules, annexures, or exhibits that may be annexed to this Agreement now or at a later date and any amendments made to this agreement by all the Parties in writing;
- c) “**Applicable Law**” shall mean all laws, ordinances, statutes, rules, orders, decrees, injunctions, licences, permits, approvals, authorisations, consents, waivers, privileges, agreements and regulations of any governmental authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter;
- d) “**Business**” shall have the meaning ascribed to the term in Recital A;
- e) “**Confidential Information**” shall have the meaning ascribed to the term in Clause 6.2;
- f) “**Controlled**” or “**Control**” with respect to any Person shall mean the possession, directly or indirectly, of the right to a) direct or cause the direction of the management and policies of such Person, whether through the legal or beneficial ownership of the voting securities of that Person, by agreement or otherwise, b) elect or remove the majority of the directors, partners or other individuals exercising similar authority with respect to such Person, c) a voting interest in excess of 50% (Fifty per cent) in a Person;
- g) “**Damages**” shall mean:
 - i. any and all monetary (or where the context so requires, monetary equivalent of) damages, fines, fees, penalties as applicable under Indian law, losses, and out-of-pocket expenses (including without limitation any liability imposed under any award, writ, order, judgment, decree or direction passed or made by any court, tribunal or similar Person);
 - ii. subject to Applicable Law, any punitive, or other exemplary or extra contractual damages payable or paid in respect of any contract; and
 - iii. amounts paid in settlement, interest, court costs, costs of investigation, reasonable fees and expenses of attorneys, accountants, actuaries, and other experts, and other expenses of litigation or of any claim, default, or assessment.
- h) “**Final Invoice**” shall have the meaning ascribed to the term in Clause 10.5;
- i) “**Force Majeure Event**” shall have the meaning ascribed to the term in Clause 11;
- j) “**Intellectual Property Rights**” includes all worldwide patents and other patent rights, utility models, trademarks, service marks, domain names, copyrights and mask work rights whether registered or unregistered, including, but not limited to moral rights and any similar rights in any country, whether negotiable or not, and also includes any applications

for any of the foregoing and the right to apply for any of the foregoing in any part of the world;

- k) **“Person”** shall mean a corporation, partnership, association, trust, or any other entity;
- l) **“Products”** shall mean the products manufactured by Unimech based on the technical specifications provided by the Company, in terms of this Agreement read with the applicable Work Orders;
- m) **“Price”** shall have mean the consideration paid by Company to Unimech for manufacturing the Products in accordance with this Agreement;
- n) **“Services”** shall have the meaning ascribed to the term in Clause 2.1;
- o) **“SSHA”** shall mean the Share Subscription and Shareholders Agreement dated November 11, 2024 executed by the Company, Unimech, Mr. Gurushankara K.C, Mr. Chetan Kumar H.K, Mr. Abhinav Alva and Divyasampark IHub Roorkee For Devices Materials And Technology Foundation;
- p) **“Term”** shall have the meaning ascribed to the term in Clause 7.1;
- q) **“Timelines”** shall have the meaning ascribed to the term in Clause 3.1;
- r) **“Work Product”** shall have the meaning ascribed to the term in Clause 5.7; and
- s) **“Work Orders”** shall have the meaning ascribed to the term in Clause 2.2.

1.1. INTERPRETATION

Unless the context otherwise requires, in this Agreement:

- a) words importing the singular shall include the plural and vice versa;
- b) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;
- c) the words “directly or indirectly” mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and “direct or indirect” shall have correlative meanings;
- d) reference to any gender includes a reference to all other genders;
- e) reference to the words “include” or “including” shall be construed without limitation;
- f) reference to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement, such other agreement, deed or other instrument or document as the same may, from time to time, be amended, varied, supplemented or novated;
- g) the headings and titles in this Agreement are indicative only and shall not be deemed part hereof or be taken into consideration in the interpretation or construction hereof;
- h) references to “in writing” includes any communication made by letter, fax or e-mail unless otherwise stated in this Agreement;
- i) the rights and obligations of the Company under this Agreement, may be exercised by the

- Company or its Affiliates; and
- j) in addition to the terms defined in Clause 1.1, certain other terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires.

2. SCOPE OF WORK

- 2.1. The Company intends to engage Unimech as its exclusive manufacturer in accordance with the scope of work mutually agreed upon by the Parties and as set out in **Annexure A** hereto. The technical specification along with all necessary information for the purpose of carrying out such manufacturing of products by Unimech (“**Services**”) shall be shared by the Company from time to time with Unimech.
- 2.2. The Company shall from time to time issue work orders specifying the quantity, price and specifications of the products along with the commercials mutually discussed and agreed upon by the Parties (“**Work Order**”). The format for the Work Order shall be mutually discussed and agreed upon by the Parties.
- 2.3. Every Work Order shall be read with and considered to be issued in terms of this Agreement. In the event a Work Order has additional conditions that do not conflict with the terms of this Agreement, the same shall have to be complied with at the sole discretion of Unimech. In the event of any contradiction between the terms of this Agreement and a Work Order that cannot be read harmoniously, the terms of this Agreement shall prevail; except for instances where the Work Order specifically references a deviation from this Agreement, in which case the terms outlined in the Work Order will prevail.
- 2.4. Without prejudice to the foregoing, the Company may from time to time issue a written notice to Unimech, with regard to certain additional services required to be provided by Unimech which may hitherto not be included in the Services determined between the Parties but which, the Company deems necessary to be provided by Unimech. Upon receiving such written notice, Unimech shall submit a proposal to the Company within a period of 14 (Fourteen) days with the detailed scope of work and the fee chargeable for such additional services. Based on mutual discussions and acceptance of the terms, the Company shall issue a Work Order within a period of 14 (Fourteen) days detailing the additional scope of work to be performed by Unimech and the corresponding fee for the same. Such Work Order shall be construed as an integral part of this Agreement.

3. DELIVERY OF PRODUCTS

- 3.1. Unimech agrees to abide by the timelines as set out in the relevant Work Order (“**Timelines**”). In the event the Timeline set out in the Work Order is not acceptable to Unimech, Unimech shall within 7 (Seven) days of receipt of the Work Order, intimate the Company regarding the Timelines and the Parties shall mutually discuss and agree upon the revised Timelines. Accordingly, the Company shall issue a revised Work Order within a period of 14 (Fourteen) days capturing the revised Timelines mutually discussed and agreed upon by the Parties.

- 3.2. In the event of any delays to the Timelines, Unimech shall promptly by way of a written notice inform the Company and seek its written consent for such amended Timelines. Upon such intimation by Unimech, the Parties shall mutually discuss and agree upon on the revised Timelines within a period of 14 (Fourteen) days.
- 3.3. The Company shall be required to collect the products manufactured by Unimech in accordance with this Agreement (“**Products**”) from the manufacturing facility operated by Unimech. The title to the Products shall pass from Unimech to the Company at the time of delivery of such Products by Unimech to the Company at the manufacturing facility operated by Unimech. It is clarified that Unimech shall not be liable for any loss or liability in relation to the Products after delivery of the Products to the Company. For avoidance of doubt, it is clarified that Unimech shall not be responsible for any damage to the Products or loss of Products arising during the transit of such Products from Unimech’s manufacturing facility to the Company’s premises. The mode and manner of delivery of Products shall be set out in the relevant Work Order.

4. **PRICE AND PAYMENT TERMS**

- 4.1. The Company shall pay the Price for Products in accordance with the rates mutually discussed and agreed upon by the Parties and set out in the relevant Work Order issued pursuant to the execution of this Agreement.
- 4.2. The Company shall be required to pay the Price within 30 (Thirty) days from the date of receipt of tax invoice from Unimech.
- 4.3. In the event of any dispute in relation to the invoice shared by Unimech, the Company shall raise such dispute within 7 (Seven) days of receipt of the invoice, post which the invoice shall be deemed to be accepted in full by the Company.
- 4.4. Parties hereby agree that Price stated in the invoice shared by Unimech in accordance with this Agreement and the relevant Work Order shall be inclusive of all applicable Taxes and costs incurred for packaging, delivery, if any carried out by Unimech on behalf of the Company.
-
- 4.5. In the event the Price quoted by the Company in the relevant Work Order is not acceptable to Unimech, Unimech shall intimate the Company by written notice that the price quoted is not acceptable and quote a revised Price (“**Revised Price**”). In the event the revised Price quoted by Unimech is acceptable to the Company, the Company shall share the revised Work Order with Unimech within 7 (Seven) days of acceptance of the Revised Price by the Company. In the event the Revised Price is not acceptable to the Company, the Parties shall mutually discuss and agree upon an agreed Price based on discussion between senior management of both the Parties. In the event such discussion does not result in a mutual agreement as to the Price within 7 (Seven) days of such discussion, the Parties shall mutually appoint a subject matter expert (“**Expert**”) that is acceptable to both the Parties, to determine the Price in accordance with this Agreement (“**Agreed Price**”). In the event the Agreed Price is not acceptable to Unimech, Unimech may, at its sole discretion, intimate the Company in writing regarding the same. Upon such intimation, the Company may be entitled to engage third parties to perform such manufacturing activity for the Company at the Agreed Price (“**Third Party**”) . It is clarified that in the event the Company engages a Third Party in accordance with this Clause 4.5, the Company shall share all relevant

- documents/Work Orders executed by the Company with such Third Party, with Unimech. The Company shall not alter the commercials in relation to Agreed Price, quantity, nature of product etc. Such Third Party shall only be engaged for the relevant Work Order that was the subject matter of disagreement and decided upon by the Expert in accordance with this Clause 4.5 and limited to the products/quantity set out in such Work Order. Any breach of this clause 4.5 shall be deemed to be a material breach of this Agreement.
- 4.6. The Company covenants that the pricing agreed with Unimech shall not be less than the price computed on arms-length basis in accordance with Applicable Laws.
- 4.7. In the event of any change in the price of the Products on account of written instructions received from the Company, the Parties shall commercially discuss and agree upon the revised pricing and accordingly a revised Work Order may be issued capturing the revised commercials. Accordingly, the tax invoice raised by Unimech on the Company shall bear the revised commercials set out in the revised Work Order issued by the Company.
- 4.8. All payments of invoices to be made in terms of this Agreement will be subject to the deduction/withholding of applicable taxes at source as per the provisions of Applicable Law Any increase in any rates of existing taxes or the levy of any new or additional taxes (including surcharge) under Applicable Law shall be borne by the Company without any change in the Price.
- 4.9. All payments under this Agreement shall only be processed via bank wire transfers and to the designated bank account of Unimech and shall not be made to any individual person, employee or representative of a Party. Payments will be denominated in INR (Indian Rupees) and payments shall not be in cash or bearer instruments.
- 4.10. In the event Unimech has incurred any additional expenses, over and above the amounts set out in the relevant Work Order, the Company shall be required to reimburse Unimech for such expenses provide that Unimech shall provide proof of having incurred such expenses, including bills or receipts pertaining to the same.

5. INTELLECTUAL PROPERTY

- 5.1. The Parties acknowledge that the ownership of the Intellectual Property Rights in the Products shall at all times vest with the Company. The Company shall provide all such relevant information including but limited to the relevant Intellectual Property Rights in relation to the Products for the purpose of manufacturing the Products by Unimech for the Company. Such limited, royalty-free license granted to Unimech shall only be for the purpose of carrying out the manufacture of the Products for the Company.
- 5.2. The Company warrants and covenants that: (a) the Products manufactured by Unimech for the Company shall not infringe upon the Intellectual Property Rights of any Person; and that (b) as of the Effective Date there are no claims, disputes, suits, arbitral or other proceedings, pending or anticipated which may affect either the rights and licenses granted hereunder.
- 5.3. In the event that the Company becomes aware of an infringement of the Intellectual Property rights of any Person due to the Products, the Company shall, at its sole cost (a) procure that the

Products do not infringe upon Intellectual Property rights of any Person by entering into the relevant agreements with such other Persons, or (b) amend the Products to the effect that Intellectual Property rights of other Persons are not infringed upon.

- 5.4. Unimech shall notify the Company of any claim arising out of or relating to any infringement of any Intellectual Property rights of any other Person by the Products and the Company shall promptly respond to such claims raised against Unimech on account of the manufacturing of the Products for the Company.
- 5.5. The Company shall defend (at its own cost), indemnify and hold harmless Unimech from and against any claim arising out of or relating to any infringement or alleged infringement of any Intellectual Property rights of any Person on account of manufacturing of the Products by Unimech on behalf of the Company in accordance with the terms set out in this Agreement.
- 5.6. The Company shall retain ownership of its Intellectual Property rights. Unimech may use such rights for the sole purpose of carrying out the manufacturing of the Products in accordance with the terms set out in this Agreement.
- 5.7. Unimech acknowledges that all works, intermediate products and the Products created by Unimech for the Company are works made for hire and that the Company will be the owner of all such works, intermediate products and Products ("**Work Product**") and all past, present, and future ownership and Intellectual Property Rights, including but not limited to the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in work product of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (f) of this sentence. However, nothing under this Clause 5 shall restrict Unimech from developing its own products (including intellectual property) based on its own research and costs which may be similar to the Products and Work Product, except for design and manufacturing of gas turbines providing for power/thrust generation of upto 2kN (Kilo Newton) or 500KW (Kilo Watt), unless otherwise agreed to by the Parties; further, the Parties acknowledge that any improvements made by Unimech to the Work Product shall belong to Unimech and Unimech shall license the same to the Company to the extent necessary for the operations of the Company and such terms as are mutually agreed between the Company and Unimech.
- 5.8. To the extent the Work Product or any incomplete portion thereof is deemed not a work made for hire, Unimech hereby assigns to the Company all right, title and interest that Unimech may have to the Work Product or Intellectual Property Rights therein, without any retention of rights or the requirement of any additional consideration subject to payment of the required consideration by the Company in accordance with this Agreement and relevant Work Orders.
- 5.9. Unimech will, and will cause its employees and agents to, upon Company's request and without further compensation, reasonably cooperate with the Company to formally convey and transfer to the Company all of Unimech's interests and rights to the Work Product and all Intellectual

Property Rights associated therein, including without limitation, execute all assignments to the Company of such rights to which the Company is entitled, and Unimech will perform any and all other lawful acts as requested by the Company for the assignment and transfer of such rights.

- 5.10. All expenses incurred by Unimech in connection with such assignments and transfers will be borne by the Company.
- 5.11. Unimech understands and agrees that Unimech has no right to use the Work Product except as necessary to perform the Services for Company in accordance with this Agreement.
- 5.12. In the event the Parties jointly develop any Intellectual Property Rights in the course of performance of their respective obligations under this Agreement, the Parties shall take all appropriate action to ensure that such Intellectual Property Rights is registered jointly in the name of both the Parties in accordance with Applicable Laws. The mode and manner or share of ownership in relation to such jointly developed Intellectual Property Rights shall be mutually discussed and agreed upon by the parties and recorded in writing. The Company acknowledges that in the course of manufacturing the Products or design and development of the manufacturing process of the Products by Unimech and/or its Affiliates or subsidiaries, Unimech and/or its Affiliates/subsidiaries may develop any Intellectual Property Rights that may be distinctive from those shared by the Company with Unimech and/or its Affiliates/subsidiaries under this Agreement and the ownership in relation to such Intellectual Property Rights solely developed by Unimech and/or its Affiliates and/or subsidiaries shall vest with Unimech and/or its Affiliates and/or subsidiaries, as the case may be, unless expressly assigned by Unimech and/or its Affiliates/subsidiaries to the Company, on such terms as may be mutually discussed and agreed upon and recorded in writing and for payment of such royalty as may be mutually agreed upon by the Parties. Unimech and/or its Affiliates/subsidiaries, may at its sole discretion decide to license such Intellectual Property Rights to the Company for the purpose of enhancing the production process of products, as contemplated in this Agreement.

6. CONFIDENTIALITY

- 6.1. Unimech acknowledges that during the course of its engagement with the Company, the Company and its representatives, including its affiliates, directors, employees and professional advisors may disclose certain Confidential Information (*as defined hereunder*) subject to the terms and conditions agreed herein.
- 6.2. “**Company Confidential Information**” means all information relation to the Products including the Intellectual Property Rights therein that is shared by the Company with Unimech for the purpose of manufacturing the Products.
- 6.3. Unimech agrees that the Company Confidential Information will be held in confidence by Unimech and will not be disclosed to any third party or used by Unimech, except to the extent that such disclosure or use is reasonably necessary to the performance of its duties and obligations under this Agreement. The obligations of confidentiality will survive for a period of one year post termination of this Agreement. It is however clarified that the restrictions set out herein shall not apply with respect to information that is independently developed by Unimech, not in breach of this Agreement, or lawfully becomes a part of the public domain, or of which Unimech gained

knowledge or possession free of any confidentiality obligation.

- 6.4. This Agreement does not obligate Company to disclose any confidential information. Company shall employ its discretion in selecting the information which shall be disclosed. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by Company any rights, license or authority in or to the Company Confidential Information shared by Company with Unimech under this Agreement.
- 6.5. Unimech shall establish and maintain data security procedures and other safeguards against the destruction, corruption and loss or alteration of the Company Confidential Information and to prevent access, intrusion, alteration of the Company Confidential Information, and to prevent access, intrusion, alteration or other interference by any unauthorized third parties.
- 6.6. Unimech shall (i) maintain applicable equipment and software in physically secure premises; (ii) utilize industry accepted virus and intrusion checking software and firewalls; and (iii) limit access to the Company Confidential Information to only those employees who need such access for the provision of Services.
- 6.7. Upon termination, Unimech shall promptly (a) return all records, notes, and other written, printed, computer generated or other materials in its possession pertaining to the Company Confidential Information and not retain copies, extracts or other reproductions of such materials; (b) destroy all documents, memoranda, notes and other writings prepared by the Recipient based upon Confidential Information received from Company and (c) certify in writing to Company that it has complied with its obligations hereunder.
- 6.8. It is further clarified that in the event Unimech discloses Unimech Confidential Information (*as defined hereinbelow*) to the Company, its Affiliates/subsidiaries or its employees, agents, representatives, the obligations/restrictions set out in this Clause 6 in relation to Company Confidential Information imposed on Unimech, shall *mutatis mutandis* apply to the Company in relation to the Unimech Confidential Information.
- 6.9. For the purpose of this Clause 6, the term **“Unimech Confidential Information”** shall mean all information whatsoever, whether disclosed before, on or after the date of this Agreement, irrespective of the means, mode or medium of storage, representation or presentation of the same together with all modification, adaptations and derivation thereof, relating to and provided by Unimech to the Company including but not limited to: (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms and formulae related to the current, future and proposed products and services of Unimech or any Intellectual Property Rights developed either individually or jointly with other third parties; (ii) non-technical information relating to its products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans, branding activities relating information and any other information related to the business carried out by Unimech or any such confidential information prepared/developed by Unimech under this Agreement for the purpose of performing the Services or manufacturing the Products; (iii) information relating to its organizational structure; and (iv) any other information which is

proprietary and confidential to Unimech.

7. EXCLUSIVITY

- 7.1. The Company acknowledges and covenants that this Agreement is an exclusive arrangement wherein Unimech shall be authorized to be the 'exclusive manufacturer' of the Company, for a period of 10 (Ten) years from the date of commercialization of the product ("Term") in accordance with the scope of exclusivity, mutually agreed to by the Parties and as set out in **Annexure A** hereto. Any extension of the Term shall be upon such terms as may be mutually discussed and agreed upon by the Parties. Any manufacturing intended to be undertaken by the Company after the expiry of the Term, shall be subject to right of first refusal by Unimech. For the purpose of this clause, it is clarified that the 'exclusive manufacturing arrangement' contemplated in this Agreement shall extend to all manufacturing and/or development of prototypes undertaken by Unimech for the Company in accordance with this Agreement prior to the commercialization of the product as well.
- 7.2. For the purpose of this Agreement, it is clarified that Unimech may carry out such manufacturing activity either directly at its manufacturing facility or at the manufacturing facility of its Affiliates/subsidiaries, as the case may be. The Company hereby expressly authorizes Unimech to carry out the manufacturing of the Products in accordance with this Agreement at its own premises or at the premises of its Affiliates/subsidiaries, as the case may be.
- 7.3. The Company shall not, during the Term, enter into any agreement with any third party for manufacturing any products for the Company and/or any of its customers, in breach of this Agreement. Any such manufacturing activity undertaken by the Company shall be deemed to be a material breach of this Agreement. It is however clarified that Unimech shall be free to provide/carry on manufacturing services for its own business purposes and/or its customer in the manner Unimech deems fit, provided that Unimech shall at all times maintain confidentiality and shall not infringe upon the Intellectual Property Rights of the Company.
- 7.4. The Company acknowledges that Unimech will suffer material, immeasurable, continuing and irreparable damage and harm in the event of any breach of the exclusivity provisions set out in this Agreement. The Company acknowledges that the breach of the exclusivity provisions set out herein would amount to material breach of this Agreement and breach of the founder covenants set out in Clause 11.1 (*Exclusive Agreement*) of the SSHA. In the event the Company commits a default of the terms of this Agreement, Unimech shall be entitled to specific performance, as may be permitted under Applicable Laws, in addition to such other rights and remedies under this Agreement or the SSHA.
- 7.5. It is however clarified that any extension of the Term or renewal of this Agreement shall be based on based on satisfactory performance and/or the development of subsequent engine models by the Company and shall be exercised by Unimech at its sole discretion.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 8.1. Each Party hereby represents and warrants to the other as follows:

- a) It is duly organized and validly existing under the laws of the country in which it is incorporated, and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- b) The execution and delivery of this Agreement and the performance by it of its obligations under this Agreement have been duly and validly authorized by all necessary corporate actions on the part of the Parties.
- c) This Agreement constitutes legal, valid and binding obligation enforceable against the Parties in accordance with its terms.

8.2. Company represents and warrants to Unimech that:

- a) the execution or performance of this Agreement shall not constitute or result in breach of any other contract, judgment or license to which Company is subject;
- b) it has the necessary and valid, licenses, approvals, consents, permissions and authorizations from appropriate authorities and as required under Applicable Laws in relation to the Intellectual Property Rights in the Products;
- c) the Intellectual Property Rights in the Products have been developed by the Company and that no approval or authorization from any third party is required for the purpose of manufacturing the Products by Unimech for the Company in accordance with this Agreement; and
- d) no third party's Intellectual Property Rights have been incorporated or any other licensed technology have not been incorporated into the Products manufactured by Unimech on behalf of the Company in accordance with this Agreement;

8.3. Unimech represents and warrants to Company that:

- a) the execution or performance of this Agreement shall not constitute or result in breach of any other contract, judgment or license to which Unimech is subject;
- b) Unimech shall manufacture the Products in accordance with the technical specifications provided by the Company;
- c) it has all the necessary licenses, approvals, consents, permissions and authorizations from appropriate authorities and as required under Applicable Laws to provide the Services as required under this Agreement;
- d) it possesses the necessary experience, expertise, capability to perform the Services in accordance with this Agreement.

8.4. The Parties covenant as follows:

- a) The Company shall ensure that all Work Order or revised Work Order issued by the Company shall refer to this Manufacturing Agreement and that such Work Order or revised

Work Order shall not contain any terms that contradict with the terms set out in this Agreement, unless otherwise mutually agreed to by the Parties in writing;

- b) In the event the Company is aware of any potential infringement or claim, or litigation pertaining to the use of the Intellectual Property in relation to the Products, the Company shall within 3 (Three) days of receipt of such notice provide a written intimation to Unimech regarding such breach and discuss and agree with Unimech upon potential resolution measures;
- c) The Company shall strictly comply with the obligations set out in this Agreement and ensure that all operations of the Company are in compliance with all applicable laws including applicable anti-corruption laws, sanction laws, money laundering laws and applicable tax laws;
- d) The Company shall not engage with any third party in breach of this Agreement or enter into any manufacturing agreement with any third party (whether in India or outside India) to manufacture products on behalf of the Company;
- e) The Parties acknowledge that this exclusive manufacturing arrangement between the Company and Unimech is a mutually beneficial relationship for both the parties and allows the Company to leverage the manufacturing capabilities of Unimech to enhance and speed up the production process of the gas turbines being developed by the Company;
- f) The Company shall comply with the scope of the exclusivity set out in Annexure A hereto and ensure that all operations of the Company are in compliance with the terms set out therein;
- g) The Parties shall schedule regular meetings every 2 (Two) months to take track the development process and leverage each other's unique potential to fasten the design, development and manufacturing of gas turbines and move towards commercialization of the products being developed by the Company;
- ~~h) The scope of the exclusivity agreed to by the Company with Unimech, extends globally and covers all aspects as set out in Annexure A hereto;~~
- i) Unimech covenants that any work done or services provided under this Agreement shall be original works for hire and shall not violate the intellectual property rights of any third parties. All proprietary or intellectual property rights in any work done in connection with the Services by Unimech in the Work Product shall vest solely in the Company. Upon the termination of this Agreement, the said Work Product shall be handed over to the Company or delivered to such person as the Company may nominate in writing for such purpose, or if so directed by the Company in writing, destroyed and Unimech shall provide a certificate confirming that all the Work Product have either been handed over or destroyed; and
- j) The Parties shall perform their obligations and fulfil their responsibilities under this Agreement in a manner that complies with all the Applicable Laws.

- k) The Company shall pay the Price in accordance with the timelines mutually discussed and agreed upon by the Parties and as set out in this Agreement;
- l) Unimech shall manufacture the Products in accordance with the technical specifications provided by the Company;

9. INDEMNITY AND LIMITATION OF LIABILITY

- 9.1. The Company shall indemnify and hold Unimech, its directors, officers and representatives harmless from and against all claims, liabilities, judgments, Damages, losses, claims, fines, penalties, amounts, costs and expenses, including attorney fees and expenses) or any other loss that may occur, arising from or relating to any obligations, claims, actions, suits, judgments, orders, litigations, enforcements and/or proceedings, incurred or sustained by Unimech, in connection with and as a consequence of (a) breach of this Agreement by the Company; (b) breach of Intellectual Property Rights by the Company in relation to the Products; (c) fraud, gross negligence and wilful misconduct by the Company; (d) any act or omission by the Company in breach of the exclusive arrangement as contemplated in this Agreement.
- 9.2. Unimech shall indemnify and hold the Company harmless from and against any direct and actual loss incurred by the Company on account of infringement of the Intellectual Property Rights by Unimech in breach of this Agreement provided such breach is directly and solely attributable to Unimech and subject to the liability cap set out in Clause 9.3 below.
- 9.3. Notwithstanding anything contrary provided in this Agreement, in no event shall either Party be liable for any indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, this Agreement. It is clarified that the aggregate liability of Unimech under this Agreement shall be limited to 50% of the Price paid by the Company to Unimech for the goods supplied in relation to which the indemnity claim has arisen, in accordance with this Agreement.

10. TERM AND TERMINATION

- ~~10.1. This Agreement will commence on the Effective Date and will continue until the expiry of the Term or the Extended Term as the case may be, unless terminated in accordance with this Clause 10 of this Agreement.~~
- 10.2. Either Party may terminate the Agreement immediately on written notice of 30 (Thirty) days to the other Party if the other Party:
 - a) has become bankrupt or insolvent or is the subject of any winding up proceedings;
 - b) is the subject of an appointment of a receiver or administrator;
 - c) has ceased to carry on all or a material part of its business, or could reasonably be expected to cease to do so; or
 - d) performance of this Agreement becoming impossible or impracticable by virtue of any

order, action, regulation, interference or intervention by any Governmental Authority;

- e) on the occurrence of a Force Majeure event, where the causes of Force Majeure exceed a period of 90 (ninety) days after the actual agreed date of delivery of the Products.

10.3. In addition to the foregoing, Unimech shall have the absolute right to terminate the Agreement immediately without notice in the event:

- a) Any claim of infringement of Intellectual Property Rights is raised by any third Party in relation to any Intellectual Property shared by the Company with Unimech in accordance with this Agreement;
- b) The Company commits a breach of any of the covenants / undertaking / obligations under the Agreement and has not cured such breach within 30 (Thirty) days of receipt of written notice from Unimech requiring the breach to be remedied by the Company; or
- c) Fraud, gross negligence and wilful misconduct by the Company; and
- d) Material breach of Applicable Laws by the Company.

10.4. The Company shall have the right to terminate this Agreement in the event:

- a) Any breach of Intellectual Property Rights of the Company in the course of performance of services by Unimech under this Agreement, provided that such breach is solely and directly attributable to Unimech; and
- b) Fraud, gross negligence and wilful misconduct by Unimech in relation to the performance of services that is the subject matter of this Agreement.

10.5. **Effect of Termination.**

Upon any termination of this Agreement in the manner set out in this clause, Unimech shall: (i) as of the effective date of termination cease all performance of the Services; (ii) promptly return to the Company all copies of any Company data, records or materials, including any proprietary or confidential information of the Company, regardless of the form or medium; (iii) promptly furnish the Company all work in progress, including all incomplete work and the Products; and (iv) within thirty days, submit to the Company an itemized invoice for all unpaid fees or expense reimbursements accrued or otherwise due under a Work Order (“**Final Invoice**”). Upon payment of Final Invoice, the Company will have no further liability or obligation to Unimech for any further expenses or other payments whatsoever.

11. **FORCE MAJEURE**

11.1. A force majeure event shall mean any circumstance not within a Party’s reasonable control and which cannot be reasonably forecasted or provided against, and which cannot be overcome by due diligence including, without limitation:

- a) Acts of God, pandemic, flood, drought, earthquake, tsunami or other natural disasters;
- b) Fire, explosion or accident;
- c) Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) Any change in law or any other legal action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

collectively referred to as the “**Force Majeure Event**”.

11.2. If either of the Parties is prevented, hindered or delayed in or from performing any of its obligations under this Agreement on account of a Force Majeure Event (“**Affected Party**”), the Affected Party shall not be in breach of this Agreement or otherwise liable or responsible for any damages or in any other manner whatsoever, for any such failure or delay in the performance of such obligations. The time for performance of such obligations under this Agreement shall be extended accordingly for the period of the continuance of such inability, provided the Affected Party shall:

- a) As soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of the nature of such cause and the expected delay in performance of the Affected Party’s obligations under this Agreement;
- b) Continue to keep the other Party informed as to conditions;
- c) Use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of the Affected Party’s obligations;
- d) Party’s obligations and take all reasonable steps to eliminate such cause of delay; and,
- e) ~~Continue the Affected Party’s performance under this Agreement with utmost diligence whenever such reason or cause is removed or ceases to exist.~~

11.3. If the Force Majeure Event prevents, hinders or delays the Affected Party’s performance of its obligations for a continuous period of more than 90 (Ninety) days or such other period as may be mutually agreed by the Parties, the other Party shall have the right to terminate this Agreement by a written notice to this effect to the Affected Party.

12. MISCELLANEOUS

12.1. **Independent Contractor:** Nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, hiring of company employee or employment relationship.

12.2. **Sub-contracting:** Unimech shall be entitled to subcontract or otherwise delegate its obligations

under this Agreement without Company's prior written consent. Sub-contracting shall not absolve Unimech from liability towards the Company under this Agreement.

- 12.3. **Assignment:** This Agreement may be assigned, in whole or in part, by Unimech without the prior written consent of the Company.
- 12.4. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws principles.
- 12.5. **Dispute Resolution:** Any dispute arising out of or relating to this Agreement shall first be attempted to be resolved through good faith negotiations. If unresolved, the dispute shall be referred to and finally resolved by arbitration in Bengaluru, Karnataka, India, in accordance with the Arbitration and Conciliation Act, 1996 (as modified from time to time). The arbitration shall be conducted by a sole arbitrator mutually agreed upon by the parties. The courts in Bengaluru shall have exclusive jurisdiction over any matters arising out of or in connection with this Agreement, subject to the arbitration provisions.
- 12.6. **Entire Agreement:** This Agreement along with the Work Orders constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or contemporaneous agreements concerning such subject matter, written or oral.
- 12.7. **Survival:** The provisions of this Agreement that, by their nature, continue beyond the expiration or termination of this Agreement include, but are not limited to, those contained in Clause 5 (Intellectual Property Rights), Clause 6 (Confidentiality), Clause 12 (Miscellaneous). The rights and obligations under such clauses shall survive the expiration or termination of this Agreement for any reason.
- 12.8. **Amendment:** No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the Parties.
- 12.9. **Waiver:** No failure or delay on the part of any of the Parties to this Agreement relating to the ~~exercise of any right, power, privilege or remedy provided under this Agreement shall operate as~~ a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party to this Agreement nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a Party under applicable law or in equity.
- 12.10. **Severability:** In the event that any provision of the Agreement is invalid or unenforceable to any extent, the remainder portion of the Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby. Any invalid or unenforceable provision of the Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
- 12.11. **Costs:** The costs incurred for procurement of stamp duty shall be borne by the Company.

12.12. **Notices:** Any notice or other communication hereunder shall be in writing and shall be sent to the address of the recipient via courier or electronic mail and shall be deemed given (i) upon receipt by the Party to which notice is given, or (ii) after 24 (twenty four) hours of dispatch, whichever occurs first, to the address of the Party as first mentioned above.

If to the Company

Attn: **Mr. Gurushankara K.C**
Email: gurushankara.kc@dheyatech.com
Address: No. 8/2, Novel Office Centre,
Halasuru Road, Bangalore, Karnataka
560042

If to Unimech



Attn: **Mr. Rajanikanth Balaraman**
Email: rajani@unimechaerospace.com
Address: 4th Phase, Nos. 538, 539, 542,
543, 7th Main Road, Peenya, Bengaluru,
Karnataka 560058, India

12.13. **Counterparts:** This Agreement may be executed in 2 (two) counterparts both of which taken together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date specified below.

For and on behalf of **DHEYA ENGINEERING TECHNOLOGIES PRIVATE LIMITED**




Name: **Mr. Gurushankara K.C**

Designation: Director

[Signature page to the Exclusive Manufacturing Agreement executed between Dheya Engineering Technologies Private Limited and Unimech Aerospace And Manufacturing Limited]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date specified below.

For and on behalf of **UNIMECH AEROSPACE AND MANUFACTURING LIMITED**





Name: **Anil Kumar P**

Designation: **Chairman & Managing Director**

[Signature page to the Exclusive Manufacturing Agreement executed between Dheya Engineering Technologies Private Limited and Unimech Aerospace And Manufacturing Limited]

ANNEXURE A

SCOPE OF WORK / SERVICES

1. **Scope of exclusivity between Unimech and the Company:**
 - a) Unimech shall be the exclusive manufacturer for all current and future micro gas turbine engine models developed by the Company.
 - b) The exclusivity referred to hereinabove also extends to any subsystem orders that the Company may receive from its customer in the ordinary course of business of the Company.
 - c) Such exclusivity should extend to all production stages, from prototyping and initial runs to full-scale manufacturing and assembly for commercial, aftermarket, and defense applications.
 - d) Such exclusivity would also include any variation, customization, or adaptation of the micro gas turbine engines, with no exceptions whatsoever.

2. **Subsystems and commodities to be manufactured exclusively by Unimech**
 - a) Specific subsystems associated with the micro gas turbine engines that Unimech will manufacture exclusively include:
 - (i) **Compression Subsystem:** Including compressors, blades, and other components essential to the compression stage of the engine.
 - (ii) **Combustion Subsystem:** Including combustion chambers, fuel injectors, and related components that form the combustion section.
 - (iii) **Turbine Subsystem:** Including turbines, rotors, nozzles, and associated parts within the turbine section.
 - (iv) **Engine Casing and Structural Components:** Including engine casings, housings, and brackets required for integration with larger systems.

 - b) Manufacturing exclusivity extends to all tools, jigs, and fixtures necessary for the production of these subsystems, as well as test rigs for comprehensive testing of each subsystem and the entire engine.
 - c) The scope of the exclusive arrangement should also include all manufacturing for production, aftermarket parts, servicing, and any other applications that the Company develops for these engines.
 - d) The above list should be read as the list of commodities that are required to build the engine and should not be limited to the above list, but any other subsystems, components that are required to build the whole micro gas turbine engine as well as any other engines.

3. **Geographical and Sectoral Scope**

- a) The Parties agree that the scope of such exclusivity would be extended globally without any exceptions to ensure that Unimech is the sole and exclusive manufacturer regardless of the market or region which the Company targets.
- b) Applicable across all sectors and applications for which the Company's engines and associated commodities are intended, such as defense, energy, or any future sectors identified by the Company.

4. **Duration and Renewal Terms**

- a) The Parties agree that the term of such exclusivity shall be for a period of 10 (Ten) years from the date of commercialization of the Company's first micro gas turbine engine ("Term"). Any renewal or extension of Term shall be on such terms as may be mutually acceptable to both the Parties.
- b) It is clarified that such renewal or extension of the Term would be subject to satisfactory performance and/or development of subsequent engine models by the Company and shall be at the sole discretion of Unimech.


5. **Right to Refusal or Termination**

Unimech would have the first right of refusal for any additional or modified manufacturing requirements related to Company's engines, subsystems, and associated commodities. In the event Unimech declines the offer to manufacture certain products, the Company shall be entitled to engage with third parties for manufacturing such products and the same would not amount to a breach of the Manufacturing Agreement executed by the Parties.

6. **Collaborative Improvements and Innovations**

The Parties shall cooperate with each other to further enhance and improve the product or the manufacturing process to make it more efficient and cost effective. The Parties shall set up joint meetings at such intervals as may be acceptable to both the Parties to review and collect feedback on the status of development of the products and take stock of the manufacturing process undertaken by the Company and the research and development undertaken by the Company.

ANNEXURE B
WORK ORDER TEMPLATE

<p style="text-align: center;">Invoice To</p>  <p style="text-align: center;">DheyaEngineering TechnologiesPvt Ltd # 8/2, 3rd Floor, Novel office Central, Diagonally opp. to One MG Mall, Ulsoor Road, Bangalore-560042 GSTIN/UIN: 29AAGCD4436Q1Z0 State Name : Karnataka, Code : 29 CIN: U74999KA2017PTC108341</p>	Voucher No.	Dated	
		Mode/Terms of Payment	
	Reference No. & Date.	Other References	
	Dispatched through	Destination	
	Terms of Delivery		
<p>Consignee (Ship to) Dheya Engineering Technologies Pvt Ltd No.B-220,1st Floor,4th A Cross, Peenya Industrial Area,Peenya 1st Stage Bangalore-560058 e-mail : accounts@dheyatech.com GSTIN/UIN : 29AAGCD4436Q1Z0</p> <p>Supplier (Bill from) Unimech Aerospace And Manufacturing Limited No.538, 539, 542 and 543 7th Main of Peenya IV Phase Industrial Area Yeshwanthpur Hobli,Bengaluru GSTIN/UIN : 29AABCU9719Q1ZC State Name : Karnataka, Code : 29</p>			
SI No.	Description of Goods	HSN/SAC	Amount
	Total		
Company's PAN	: AAGCD4436Q		E. & O.E
		for Dheya Engineering Technologies Pvt Ltd	
		Authorised Signatory	