TECHNOLOGY TRANSFER& LICENSE AGREEMENT

Signed on --- 9 th Day of April 2018

BETWEEN

Department of Microbiology, Guru Nanak Dev University, G.T, Road, Amritsar-143005 India, Represented by Professor Dr B. S Chadha

AND

GencrestLLP, Level 7, Gala Impecca, J.B. Nagar Chakala, AndheriKurla Road Andheri (E), Mumbai - 400 059, India, Represented by Dr Rashmi Chowdhary

Both parties declare a mutual recognition of their capacity to undertake the following agreement for term period of 2 years valid from the date of signing.

This agreement pertaining to the transfer of technology of enzyme production and Enzyme producing microbial strains is made between GURU NANAK DEV UNIVERSITY, Amritsar (hereafter referred as GNDU), as a Licensor and GENCREST LLP, as a Licensee having its principal place of business at Mumbai, India (hereafter referred as GENCREST).

- a. The enzyme producing microbial cultures and the technology for production thereof has been developed at Department of Microbiology at ("GNDU"), Amritsar by Dr B. S. Chadha.
- b. The transfer pertains to four enzyme (cellulases/xylanase) producing microbial strains and its details of enzyme production parameters upto the enzyme harvesting.
 - 1. TAL BG Rasamsonia emersonii
 - 2. PT Cel Penicillium sp.
 - 3. Cel 5M Humicola insolens
 - 4. Xyl 10T Malbranchea cinnamomea
- c. GNDU has demonstrated the enzyme production capability of the strains at their laboratory as well as the capability of enzymes has been validated at GENCREST, Mumbai.
- d. GNDU has all the rights & titles to these four microbial strains and the technology for production of enzymes from them.
- e. GNDU is authorized to give the license for the technology & strains on its own without approval from any other third person or party and within GNDU, the signatory is authorized to execute this agreement and give license for the technology under this Agreement to Gencrest.
- f. GNDU owns and will continue research in the area of enzymes from the microbial strains being transferred to GENCREST, Mumbai.

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cultures/technology developed by Dr B.S. Chadha, at Department of Microbiology, GNDU, Amritsar. There will not be any further periodic payment

- o. Procured strains or technology shall not be transferred in its present form for transfer to any third party by Gencrest in future for commercial exploration anytime till this Agreement is in force.
- p. Dispute Resolution & Jurisdiction, If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement, the Parties hereto shall endeavor to settle the dispute amicably failing which the said dispute shall be referred to arbitration to be conducted by a sole arbitrator to be mutually appointed by the Parties. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 including its statutory modifications and reenactments thereof. The arbitration shall be held in Amritsar, Punjab, India and English language shall be used in arbitral proceedings. The Arbitrator's award shall be substantiated in writing. The award shall be binding on the Parties.

In witness whereof, the Licensor and the Licensee, by their duly authorized officers, execute this AGREEMENT.

13/04/18

MUMBAI

On Behalf of Guru Nanak Dev University,

Sign /Date

Place: Amritsar

Bhupinder Singh Chadha

By: Dr B. S Chadhassor & Head Designation: Professoranak Dev University

Guru Nanak DevnUniversity

Amritsar

On Behalf of Gencrest LLP, Mumbai

Sign / Date:

Place: Mumbai

By: Dr Rashmi Chowdhary Head - Tech & Operations

Generest LLP. Mumbai