



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 8,000

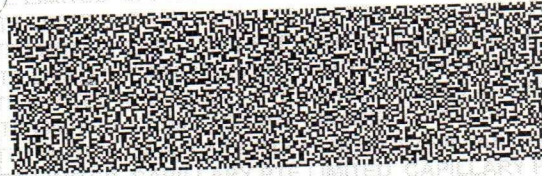
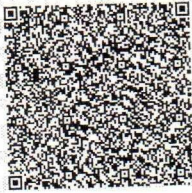
e-Stamp

Certificate No. : IN-KA90861423542815V
 Certificate Issued Date : 22-Feb-2023 03:33 PM
 Account Reference : SHCIL (FI)/ ka-shcil/ KORAMANGALA2/ KA-JY
 Unique Doc. Reference : SUBIN-KAKA-SHCIL71095398269116V
 Purchased by : CAPILLARY TECHNOLOGIES INDIA LIMITED
 Description of Document : Article 5 Agreement relating to Sale of Immoveable property
 Description : ASSIGNMENT AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : CAPILLARY PTE LIMITED
 Second Party : CAPILLARY TECHNOLOGIES INDIA LIMITED
 Stamp Duty Paid By : CAPILLARY TECHNOLOGIES INDIA LIMITED
 Stamp Duty Amount(Rs.) : 8,000
 (Eight Thousand only)

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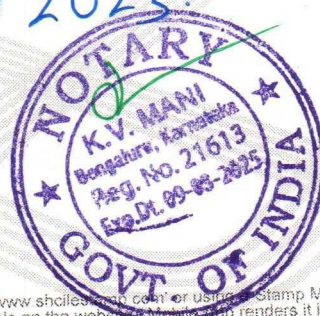
Authorised Signatory

Stock Holding Corporation of India Ltd



Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY DATED 28TH FEBRUARY 2023.



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shciles.com' or using Stamp Mobile App of Stock Holding Corporation of India Ltd. Any discrepancy in the details on this Certificate and as available on the website or app renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SHCIL (FI) KA-JY IN-KA90861423542815V RS. 8,000 22 FEB 2023 03:33 PM

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

This Deed of Assignment for Intellectual Property ("Deed") is made and entered into on 28th February, 2023 ("Deed Execution Date").

BY AND BETWEEN:

CAPILLARY PTE. LTD., a private limited company, incorporated under the laws of Singapore, with company registration number 202125294W and having its registered address at 68 Circular Road, #02-01, Singapore (049422) (hereinafter referred to as "**Assignor**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**.

AND

CAPILLARY TECHNOLOGIES INDIA LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at No. #36/5, 2nd floor, Somasandra Palya, Haralukunte Village, Adjacent 27th Main Road, Sector 2, HSR Layout, Bangalore - 560102 (hereinafter referred to as "**Assignee**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**.

AND

The Assignor and the Assignee are hereinafter separately referred to as "**Party**" and collectively as "**Parties**".

WHEREAS:

- (A) Pursuant to a Deed of Assignment of Intellectual Property dated 26th February, 2023 ("**Deed**"), Capillary Technologies International Pte. Ltd. ("**CTIPL**") had, irrevocably and in perpetuity transferred all of its right, title and interest in the 'Transferred Intellectual Property' (*as defined in the Deed*) in favour of the Assignor.
- (B) The Parties have discussed and agreed that the Assignor shall, in lieu of the of the Consideration (*as defined herein*), irrevocably and in perpetuity assign all the rights, title and interest in all the Intellectual Property (*as defined herein*) in favour of the Assignee, free and clear of all claims and Encumbrances. Accordingly, the Assignor and the Assignee, are entering into this Deed to record the terms of assignment of Intellectual Property from the Assignor to the Assignee.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THIS DEED WITNESSETH AS:

1. DEFINITIONS

- 1.1. "**Applicable Law**" means any applicable statutes, enactments, acts of legislative or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, provisions, guidelines, policies, directions, directives and orders of any government, statutory authority, tribunal, board, court or recognised stock exchange of any jurisdiction.
- 1.2. "**Business Days**" means any day on which banks in Singapore and Bangalore, India are open for business.



- 1.3. **“Encumbrances”** means any form of legal or equitable security interests, including any mortgage, assignment of receivables, debenture, lien, charge, pledge, title retention, right to acquire, title retention or reversion agreement, lease, sub lease, license, voting agreement, non-disposal undertaking, security interest, hypothecation, trust, option, right of first refusal, right of first negotiation, or other similar restrictions or limitation, purchase agreement, sale and repurchase agreement, any preference arrangement (including title transfers and retention arrangements or otherwise), right to set off, and/or any other encumbrance whatsoever or any other arrangements having similar effect (including any right of pre-emption, assignment by way of security, reservation of title or any other security interest of any kind however created or arising).
- 1.4. **“Governmental Authority”** shall mean any governmental or quasi-governmental authority, statutory authority or quasi-statutory or regulatory authority, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or stock exchange or taxing authority or anybody entitled to exercise.
- 1.5. **“Receivable”** means the receivable of **SGD 128525 (Singapore Dollars)** owed by the Assignor to the Assignee towards
- 1.6. **“Intellectual Property”** means the intellectual property/ property/ items as set out in **Annexure A**.

2. ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

- 2.1. The Assignee hereby assigns, assures and transfers unto the Assignee absolutely, irrevocably and in perpetuity, with full title guarantee and free and clear from all Encumbrances, all right, title, interest and benefit (whether vested, contingent or future) of the Assignor in Singapore and throughout the world (**“Territory”**) in and to the Intellectual Property, with effect from the 1st April, 2022 (**“Effective Date”**). Assignor further assigns to the Assignee all existing obligations of confidentiality (contractual or otherwise) owed to the Assignor arising from any disclosure of confidential information made in confidence to third parties prior to the assignment with effect from the Effective Date.
- 2.2. Without limiting Clause 2.1 above, the assignment effected in this Deed shall include the assignment and transfer of all the property/ items listed in the attached **Annexure A** including all rights of action, goodwill, powers and benefits arising from ownership of such property/ items, including the right to sue for damages and other legal and equitable remedies in respect to all causes of action arising prior to, on or after the Effective Date and all rights of ownership of any materials that are listed or referred to in **Annexure A**.
- 2.3. The foregoing assignment of rights by the Assignor in favour of the Assignee shall be all-inclusive and without reservation of any property, right, title, interest, estate, benefit or use in any part of the world, whether now existing or subsequently arising.
- 2.4. The Assignor hereby agrees and acknowledges that the Assignee shall have unconditional and unfettered rights to add or delete from and/or alter in any way and/or cut, transpose, adapt the Intellectual Property and to combine the same with any other material to any extent and in any manner the Assignee may desire.



- 2.5. It is agreed between the Parties that the Assignee shall have the right to apply for and get registered, trademarks and copyright, which are identical or similar to, or incorporating any element of, the Intellectual Property, and the Assignor shall not raise any objections at any time, to the same.

3. CONSIDERATION

- 3.1. In consideration for the assignment and transfer of the Intellectual Property and other matters specified in Clause 2 above and towards full and final settlement thereof, the Parties have agreed to and hereby cancel the Receivable ("**Consideration**").

4. FURTHER ASSURANCES

- 4.1. Each of the Parties hereto shall co-operate with the others and perform (or procure the performance of) all further acts and things and execute and deliver (or procure the execution and delivery of) all further documents required by Applicable Law or as may be reasonably requested from time to time in order to carry out, give effect to and confirm their rights and intended purpose of this Deed provided that no such document or instrument shall be inconsistent with the spirit and intent of this Deed.

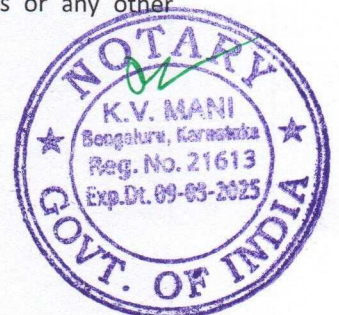
- 4.2. The Assignor agrees that it shall extend all assistance to the Assignee and execute all such documents as are required under Applicable Law (including any confirmatory assignments as may be required by any applicable Law in the Territory), necessary for recording the assignment of the Intellectual Property to the Assignee pursuant to the terms of this Deed with the relevant Governmental Authority or any other regulatory body in the Territory.

5. INTIMATION TO RELEVANT AUTHORITIES

- 5.1. The Assignee shall be entitled to intimate and notify any relevant authorities, including any relevant trade mark registries, and all other appropriate Governmental Authorities, from time to time, that the absolute and exclusive rights, title, interest and the property in and to the Intellectual Property to the extent owned or enjoyed by the Assignor vest in the Assignee. The Assignor agrees that it shall extend all assistance to the Assignee and execute all such documents as are required under Applicable Law (including any confirmatory assignments as may be required by any Applicable Law), necessary for recording the assignment of the Intellectual Property to the Assignee.

6. REPRESENTATION AND WARRANTIES

- 6.1. Each Party represents and warrants to the other Party that:
- 6.1.1. It is duly incorporated and validly existing under Applicable Law of the jurisdiction of its incorporation;
- 6.1.2. The execution and delivery and performance of this Deed by it does not (a) require any further consent or consent of any person or Governmental Authority, except as contemplated in this Deed; (b) violate any Applicable Law or its constitutional documents; or (c) violate or contravene the provisions of or constitute a default under or impose any lien under any documents, contracts, agreements or any other instruments to which it is a party or which are applicable to it;



- 6.1.3. it has the power and authority to execute, deliver and perform this Deed; and
- 6.1.4. the execution and delivery of this Deed constitutes legal, valid and binding obligations of such Party, enforceable against such Party in accordance with its terms.
- 6.2. Assignor hereby represents and warrants to the assignee that:
- 6.2.1. Assignor is the sole, legal and beneficial owner of the Intellectual Property, free and clear of all claims and Encumbrances.
- 6.2.2. The Assignor has good and marketable title to the Intellectual Property, free and clear of all claims and Encumbrances.
- 6.2.3. The delivery of Intellectual Property as contemplated in this Deed, will convey to the Assignee good and marketable title to the Intellectual Property, free and clear of all claims and Encumbrances.

7. MISCELLANEOUS

7.1. Notices

- 7.1.1. Notices or other communication required to and, unless otherwise stated, may be made by fax, registered post, by airmail courier service or electronic mail to the intended recipient at its address set out below or to such other fax number, address or electronic mail, as any Party may from time to time notify to the other Party with at least 3 (three) Business Days prior notice:

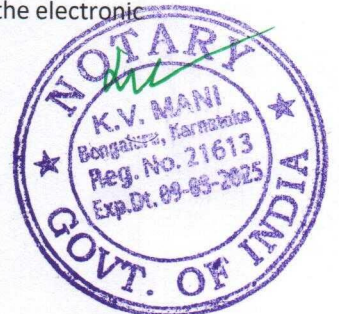
To the Assignor

Address :
Attention :
E-mail :

To the Assignee

Address :
Attention :
Email :

- 7.1.2. Any notice or other communication to be provided under Clause 7.1.1 above shall be effective:
- (a) if sent by fax on a Business Day, when sent or, if sent by fax at any other time, on the next Business Day, provided, in each case, that the person sending the fax shall have received a transmission receipt;
- (b) if by way of registered post or airmail courier service, when it has been left at the relevant address on a Business Day or, if left any other time, on the next Business Day; and
- (c) if sent by electronic mail on a Business Day, when sent or, if sent by electronic mail at any other time, on the next Business Day, provided that the electronic mail enters the sent folder of the sender.



7.2. Counterparts

This Deed may be executed in one or more counterparts including counterparts transmitted by facsimile or e-mail, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one document.

7.3. Waiver or Amendment

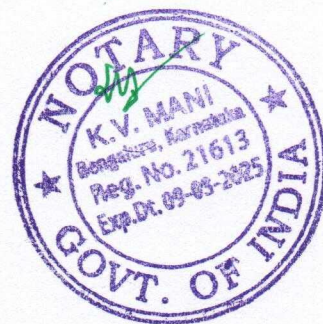
No waiver, amendment, or modification of any provision of this Deed shall be effective unless set forth in a written instrument signed by each of the Parties. Except where a specific period for action or inaction is provided herein, no failure or delay by a Party in exercising any right, power or remedy under this Deed shall operate as a waiver thereof, nor shall any waiver of any right, power or privilege or any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

7.4. Relationship

None of the Parties shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party, except as expressly provided by this Deed. Nothing in this Deed shall be interpreted or construed to create an association or partnership between the Parties or to impose any liability attributable to such relationship upon any of the Parties nor, unless expressly provided otherwise, to constitute any Party as the agent of any of the other Parties for any purpose. No Party has the power or the right to bind, commit or pledge the credit of any other Party.

7.5. Entire Agreement

This Deed together constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings (written or oral) relating to such subject matter.



7.6. **Severability**

Each right and obligation under this Deed shall be treated as a separate right or obligation and shall be severally enforceable as such. To the extent that any provision of this Deed is or becomes invalid or unenforceable they shall be deemed to be deleted from this Deed, and any such deletion shall not affect the enforceability of the remainder of this Deed not so deleted, provided the fundamental terms of the Deed are not altered and that the Parties shall negotiate in good faith with respect to an equitable modification of the provision held to be invalid or unenforceable.

7.7. **Confidentiality**

7.7.1. Each Party shall keep all information relating to the other Party, information relating to the transactions herein and this Deed (collectively referred to as the "**Confidential Information**") confidential. None of the Parties shall issue any public release or public announcement or otherwise make any disclosure of the Confidential Information, without the prior approval of the other Party. Notwithstanding the foregoing, nothing in this Clause shall restrict any Party from disclosing Information for the following purposes:

- (a) To the extent that such Confidential Information is in the public domain other than by breach of this Deed;
- (b) To the extent that such Confidential Information is required to be disclosed under Applicable Law or required to be disclosed to any Governmental Authority to whose jurisdiction such Party is subject or with whose instructions it is customary to comply, provided that the Party making the disclosure provides the other Party with prior notice of such disclosure (as soon as reasonably practicable) along with the details of the proposed disclosure and co-operates with the other Party to accommodate any reasonable requests to resist or limit the disclosure requirement;
- (c) To the extent that any of such Confidential Information is/are later acquired by such Party from a source not obligated to any other Party hereto, or its affiliates, to keep such Confidential Information confidential;
- (d) Insofar as such disclosure is reasonably necessary to such Party's employees, directors or professional advisers, provided that such Party shall procure that such employees, directors or professional advisers treat such Confidential Information as confidential and on a strictly "need-to-know basis";
- (e) To the extent that any of such Confidential Information was previously known or already in the lawful possession of such Party, prior to disclosure by any other Party hereto; and
- (f) To the extent that any information, materially similar to the Confidential Information, has been independently developed by such Party without reference to any Confidential Information furnished by any other Party hereto



7.8. **Expenses**

All costs and expenses relating to this Deed shall be borne by India

7.9. **Assignment**

Except as provided in this Deed, neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party.

7.10. **Language**

This Deed is drawn up in the English language. If this Deed is translated into another language, the English language text will in any event prevail. All notices and other communications under this Deed will be in English. All legal proceedings will be conducted in English.

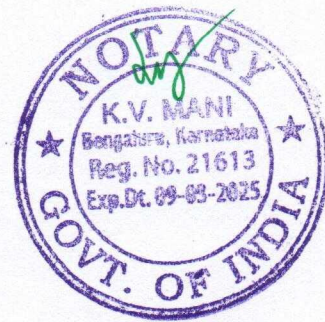
7.11. **No Third Party Beneficiaries**

This Deed is solely for the benefit of the Parties. No provision of this Deed shall be deemed to confer upon any other persons any remedy, claim, liability, reimbursement, claim of action or other right under this Deed, including under the Contracts (Rights of Third Parties) Act (Cap. 53B).

7.12. **Governing Law and Dispute Resolution**

This Deed and the relationship between the Parties hereto shall be governed by, and interpreted in accordance with, the laws of India. In the event of any dispute arising out of or in connection with this Deed, the Parties shall submit irrevocably to the non-exclusive jurisdiction of the courts of Bengaluru, India for the resolution of any such disputes. Nothing in this clause prevents a Party from seeking urgent injunctive relief in a court of competent jurisdiction.

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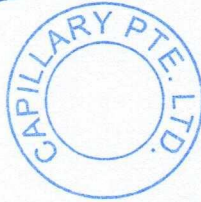


IN WITNESS WHEREOF, the Parties hereto have executed as a deed on the day, month and year first hereinabove written.

For CAPILLARY PTE. LTD.



Name: Anant Choubey



Title: Chief Operating Officer



ATTESTED BY ME
K.V. Mani
K.V. MANI, B.A. LL.B.
ADVOCATE AND NOTARY
GOVT. OF INDIA
REG. No: 21613
No. 23/1, Hosur Main Road,
Adugodi, Bengaluru-560 030

For CAPILLARY TECHNOLOGIES INDIA LIMITED.



Name: Sunil Jain

Title: Head - Finance



ATTESTED BY ME

K.V. Mani
K.V. MANI, B.A. LL.B.
ADVOCATE AND NOTARY
GOVT. OF INDIA
REG No: 21613
No. 23/1, Hosur Main Road,
Aduodi, Bengaluru-560 030

ANNEXURE A

(Details of Intellectual Property)

[Annexed Separately]

