

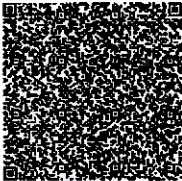
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

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Certificate Issued Date : 25-Nov-2024 04:27 PM
Account Reference : IMPACC (IV)/ dl752103/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL75210331156754713676W
Purchased by : LG ELECTRONICS INDIA PRIVATE LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : LG ELECTRONICS INC
Second Party : LG ELECTRONICS INDIA PRIVATE LIMITED
Stamp Duty Paid By : LG ELECTRONICS INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

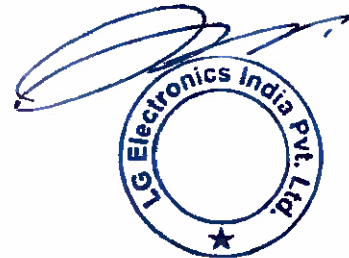


Please write or type below this line

**THIS STAMP PAPER FORMS AND INTEGRAL PART OF THE FRAMEWORK AGREEMENT
EXECUTED BETWEEN LG ELECTRONICS INDIA PRIVATE LIMITED AND LG ELECTRONICS INC.**

William Cho
William (Joo Wan) Cho
President
LG Electronics Inc.

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Statutory Alert:

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Dated: November 25, 2024

FRAMEWORK AGREEMENT

by and between

LG ELECTRONICS INC.

and

LG ELECTRONICS INDIA PRIVATE LIMITED

William Cho
William (Joo Wan) Cho
President
LG Electronics Inc.

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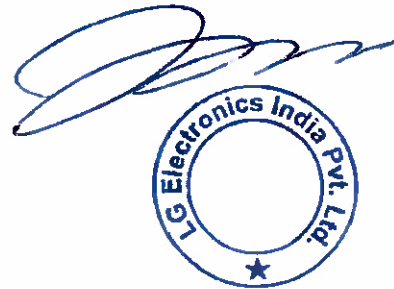


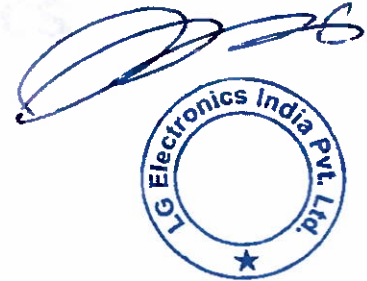
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William Cho
 William (Joo Wan) Cho
 President
 LG Electronics Inc.

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FRAMEWORK AGREEMENT

This **FRAMEWORK AGREEMENT** ("Agreement") is made at New Delhi, India on this 25th day of November, 2024 ("Execution Date"), by and between:

LG ELECTRONICS INC., a corporation organised and existing under the laws of the Republic of Korea and having its office at 128, Yeoui-daero, Yeongdeungpo-gu, Seoul, Korea, Republic of Korea (hereinafter referred to as "**LGE Korea**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors-in-interest and permitted assigns); and

LG ELECTRONICS INDIA PRIVATE LIMITED, a company incorporated and existing under the laws of India and having its registered office at A-24/6 Mohan Cooperative Industrial Estate, Mathura Road, New Delhi – 110044, India (hereinafter referred to as "**LGE India**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors-in-interest and permitted assigns).

LGE Korea and LGE India are hereinafter collectively referred to as the "**Parties**" and individually referred to as a "**Party**".

WHEREAS:

- A. LGE Korea is engaged, *inter alia*, in the business of manufacture, production and sale of various kinds of electronic products worldwide under the brand name 'LG', directly or through a Group Company.
- B. LGE India is the Indian wholly owned subsidiary of LGE Korea and is engaged, *inter alia*, in the business of manufacture, production and sale of such electronic products, as have been authorized by LGE Korea, directly or through a Group Company.
- C. The Parties and their respective Group Companies from time to time, require / provide resources, purchase / sell goods, provide / avail services from each other relating to, *among others*, administrative, operational, manufacturing, supply, marketing, and other matters as required for conduct of their respective business operations ("**Services and Deliverables**").
- D. The Parties have mutually agreed to enter into this Agreement to record the principal terms of provisions of the Services and Deliverables by each other and their respective Group Companies ("**Group Transactions**").

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants and promises, terms and conditions and understandings set forth hereinafter and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

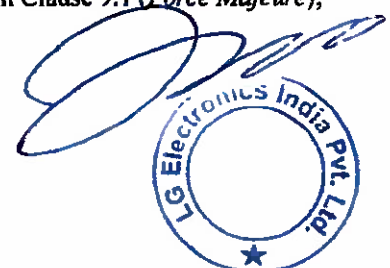
1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, except where the context otherwise requires, the following words and expressions shall have the following meaning:

"Affected Party" shall have the meaning ascribed to the term in Clause 9.1 (*Force Majeure*);


William (Joo Wan) Cho
President
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"Affiliate" shall mean, with respect to a Person: (a) any Person Controlling, Controlled by, or under the common Control with, such Person; and (b) any Person who is a shareholder, director or officer of such Person or of any Person described in (a) above;

"Applicable Law" shall mean: (a) any applicable statute, law, regulation, ordinance, rule, judgement, rule of law, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction; or (b) any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory or judicial authority;

"Business Activities" shall have the meaning ascribed to the term in Clause 2.1 (*Existing Arrangements*);

"Control" shall mean the power and ability to direct the management and policies of the controlled party through ownership of voting shares of the controlled entity or by contract or otherwise and after the listing and commencement of trading of the equity shares of LGE India on the recognised stock exchanges in India, shall have the meaning set forth under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 and the terms **"Controlling"** and **"Controlled"** shall be construed accordingly;

"Dispute" shall have the meaning ascribed to the term in Clause 10.4 (*Dispute Resolution*);

"Execution Date" shall have the meaning ascribed to the term in the title clause of this Agreement);

"Existing Arrangements" shall have the meaning ascribed to the term in Clause 2.1 (*Existing Arrangements*);

"Fees" shall have the meaning ascribed to the term in Clause 4.1 (*Fees and Payment*);

"Force Majeure" shall mean acts of God, fire, riots, wars, terrorism, a major accident, accidents in transportation or inability to secure transportation, other natural disasters, embargoes, restraint of government, governmental acts and orders, injunctions, labour disputes, strikes or lockouts, and / or any other similar events that are beyond the reasonable anticipation and control of the Party affected;

"Force Majeure Notice" shall have the meaning ascribed to the term in Clause 9.1 (*Force Majeure*);

"Governmental Authority" shall mean any supra-national, national, federal, state, local, municipal, district or other sub-division or governmental or quasi-governmental authority, statutory authority, regulatory or administrative authority, government department, agency, commission, board, stock exchange, tribunal or court or judicial or arbitral body of competent jurisdiction or other law / rule / regulation making entity;

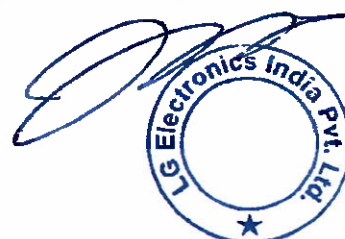
"Group Company" shall mean any company which is a holding company, subsidiary, associate company or Affiliate of a Party or a subsidiary of the holding company of a Party;

"Group Transactions" shall have the meaning ascribed to the term in Recital D;

"Information" shall have the meaning ascribed to the term in Clause 10.2 (*Confidentiality*);


 William (Joe Wan) Cho
 President
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"Intellectual Property Rights" shall mean: (a) patents, utility models and rights in inventions, products and devices; (b) registered and unregistered trademarks and service marks, rights in logos, trade names, brand names and domain names; (c) databases, trade secrets, designs, know-how and technologies which are proprietary in nature; and (d) copyright, in each case – (i) anywhere in the world; and (ii) whether registered or unregistered, including applications for registration, and rights to apply for registrations;

"Non-Affected Party" shall have the meaning ascribed to the term in Clause 9.1 (*Force Majeure*);

"Person" shall mean any natural person, limited or unlimited liability company, corporation, firm, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association (whether incorporated or unincorporated), joint venture, estate, Governmental Authority or any other entity that may be treated as a person under the Applicable Law;

"Provider Party" shall mean the Party providing Services and Deliverables, either by itself or through Group Companies or Third Parties, or the Party identified as the vendor or supplier for a Group Transaction under this Agreement and the SOW(s) executed pursuant thereto;

"Recipient Party" shall mean the Party receiving Services and Deliverables or the Party identified as the customer for a Group Transaction under this Agreement and the SOW(s) executed pursuant thereto;

"Services and Deliverables" shall have the meaning ascribed to the term in Recital C;

"SIAC" shall have the meaning ascribed to the term in Clause 10.4 (*Dispute Resolution*);

"SOW" shall have the meaning ascribed to the term in Clause 3.2;

"Term" shall have the meaning ascribed to the term in Clause 8.1 (*Term*);

"Third Party" shall mean any Person other than the Parties and the Group Companies;

"Third Party Providers" shall have the meaning ascribed to the term in Clause 3.6; and

"US\$" or "USD" shall mean the lawful currency of the United States of America or United States Dollars.

1.2 In this Agreement, unless the context requires otherwise:

- (a) words using the singular or plural number also include the plural or singular number, respectively;
- (b) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified clauses of this Agreement, as the case may be;
- (c) references to Recitals, Clauses, and Schedules are to the recitals, clauses, and schedules of this Agreement, all of which form part of this Agreement;

William Cho
 William (Joo Wan) Cho
 President
 LG Electronics Inc.

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- (d) 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;
- (e) the table of contents, headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (f) reference to "Applicable Law" or to any provision thereof shall include references to any such law as it may, after the Execution Date, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (g) reference to the words "include" or "including" shall be construed without limitation;
- (h) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;
- (i) if any provision in this Clause 1.1 (*Definitions and Interpretation*) is a substantive provision conferring rights or imposing obligations on any Party, then effect shall be given to it as if it were a substantive provision in the body of this Agreement;
- (j) any reference to "writing" or "written" means any method of reproducing words in a legible and non-transitory form (excluding, unless otherwise stated herein, e-mail); and
- (k) if a Group Company provides any services or performs Group Transactions under this Agreement, then such Group Company shall be subject to the terms of this Agreement in the same manner and to the same extent as the Party.

2. EXISTING ARRANGEMENTS

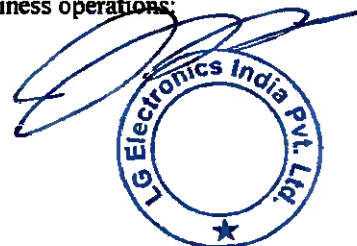
- 2.1. LGE Korea has, from time to time: (a) granted LGE India the right to, *among others*, manufacture, market, sell, and service the products authorized by LGE Korea and to use its brand and patent licenses ("**Business Activities**"); and (b) supplied technical know-how and information, designs, and drawings to LGE India for the Business Activities. The Parties agree and acknowledge that there exist Group Transactions between LGE Korea, LGE India and their various Group Companies, including pursuant to the agreements as set out in Schedule I (*Existing Arrangements*) (collectively, the "**Existing Arrangements**").
- 2.2. The Parties agree that the Existing Arrangements shall continue to remain valid, and the rights, obligations and relationship of the Parties under the Existing Arrangements shall be subject to the terms and conditions under this Agreement.
- 2.3. In the event of a conflict or inconsistency between the provisions under this Agreement and the Existing Arrangements, the terms of the Existing Arrangements shall prevail.

3. SCOPE OF WORK

- 3.1. The Parties agree to enter the following Group Transactions during the Term, as required or deemed necessary in order to carry out their respective business operations:


William (Joe Wan) Cho⁴
President
LG Electronics Inc.

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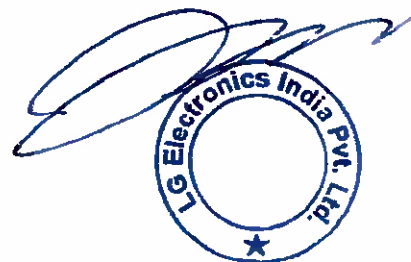


- (a) **Sale and purchase of raw materials and finished goods** – The Parties shall: (i) identify and approve the products and / or raw materials that are required to be sold / purchase between the Parties; (ii) determine the transfer pricing methodology and the pricing terms in this regard; (iii) prepare and issue the sales orders, invoices, delivery notes, purchase orders, receipts and payment vouchers, as may be required; (iv) coordinate with the logistics and warehousing departments for timely delivery and receipt of the products and / or raw materials; and (v) record the intercompany sale and purchase transactions in their respective accounting systems.
- (b) **Purchase of fixed assets** – The Parties shall: (i) identify the fixed assets to be transferred between the Group Companies, including, machinery and equipment, vehicles, land and buildings, furniture and fixtures, and IT equipment; and (ii) determine the fair market value of each asset to be transferred, based on factors such as original cost, accumulated depreciation, market conditions at the relevant time, impairment losses, and document the valuation methodology and supporting calculations.
- (c) **Service warranty expense** – The Parties shall: (i) identify all the service warranty expenses related transactions between the Group Companies, including warranty claims processed and paid, warranty provisions and accrual, warranty reserve adjustments, intercompany warranty cost allocations; (ii) accurately record the service warranty expense in the financial records; (iii) reconcile the intercompany warranty transaction; (iv) analyse the warranty trends and patterns in detail; (v) prepare comprehensive reports on warranty expense; and (vi) provide recommendations for improving warranty cost management.
- (d) **Reimbursement of expenses incurred by LGE India for the offer for sale** – LGE India is in the process of undertaking an initial public offering of its equity shares, by way of an offer for sale of the equity shares held by LGE Korea in the share capital of LGE India. The Parties agree that in the event LGE India incurs any expenses relating to such offer for sale, LGE Korea shall reimburse the said amounts by way of quarterly reimbursement claim raised by LGE India. In the event that interest accrues between the payment date by LGE India and the reimbursement date by LGE Korea, LGE Korea shall be responsible for paying such interest to LGE India. It is further agreed that the reimbursement claim will be raised within 10 (ten) days of the end of each quarter and LGE Korea will make the payment within 30 (thirty) days from the receipt of the claim documents.
- 3.2. The Parties agree and acknowledge that the Parties shall enter into the Group Transactions mentioned in Clause 3.1 above in accordance with the terms of this Agreement and by executing statement of work / work order / other necessary documentation (“SOW(s)”), which shall specify: (a) the name of the Parties / Group Companies; (b) the nature of the Group Transaction; (c) Fees; and (d) any other parameters / specifications / instructions, as may be necessary. Any SOW issued to or by a Party or their Group Company shall be governed by this Agreement.
- 3.3. Pursuant to execution of a SOW, the Provider Party shall provide or procure the provision of the Services and Deliverables thereunder to the Recipient Party in accordance with the terms and conditions of the SOW.
- 3.4. The Parties acknowledge the admissibility of multiple SOWs, which will be collaboratively determined during the Term, based on the general terms and conditions contained herein and on the special terms and conditions as may be specifically applicable to the relevant Group

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William Cho
 William (Joo Wan) Cho
 President
 LG Electronics Inc.

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Transaction. Each executed SOW, together with its exhibits, attachments and appendices, shall be construed as an integral component of this Agreement.

- 3.5. The SOW(s) and this Agreement shall be read in conjunction to derive the terms and conditions applicable to the Group Transactions thereunder. In the event of a conflict or inconsistency between the provisions under this Agreement and those under the SOW(s), the terms of the SOW(s) shall prevail.
- 3.6. The Parties acknowledge that elements of the Group Transactions may be outsourced/sub-contracted by the Providing Party to certain Third Parties, including authorised vendors, service providers or outsourcing partners ("Third Party Providers") and the Parties hereby grant consent for such outsourcing or sub-contracting, provided that: (a) such Third Party Provider performs/undertakes the Services and Deliverables in a manner consistent with the terms and conditions of this Agreement; (b) the Provider Party remains solely liable to make all payments to the Third Party Providers; and (c) the Provider Party remains, at all times, liable for the performance of the obligations by the Third Party Provider.

4. FEES AND PAYMENT

- 4.1. The fees payable by the Recipient Party under the Group Transaction ("Fees") shall be set forth in the respective SOW and shall be payable in accordance with the terms of the respective SOW.

5. OBLIGATION OF PARTIES

- 5.1. The Recipient Party shall:

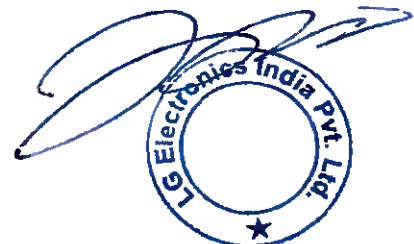
- (a) not retain any Fees or other payments as agreed upon to be made in accordance with the terms of this Agreement;
- (b) comply with terms and conditions under this Agreement;
- (c) in the event of any breach or default in the provision of Services and Deliverables under a Group Transaction, whether solely attributable to the Providing Party or not, promptly notify and consult with the Providing Party regarding any matters that could significantly impact the fulfilment of obligations under this Agreement; and
- (d) take necessary measures to ensure that materials furnished to the Providing Party shall not infringe upon any Third Party rights, including Intellectual Property Rights of Third Parties.

- 5.2. The Providing Party, in addition to any other obligations under this Agreement, shall:

- (a) obtain and maintain in force all licences, consents and permits required to perform the Group Transactions in accordance with the Applicable Law and in a diligent and skilful manner;
- (b) ensure that the Group Transactions will be performed by proficient, trained, and competent personnel possessing the necessary qualifications; and

*William Choi*⁶
 William (Joo Wan) Cho
 President
 LG Electronics Inc.

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- (c) take necessary precautions to ensure that the Services and Deliverables shall not infringe upon any Third Party rights, including the Intellectual Property Rights held by Third Parties.

5.3. The Parties may, at their discretion, discharge obligations in relation to the provision of the Services and Deliverables under the Group Transactions and exercise rights under this Agreement or any SOW through any of their Group Companies. In all such instances, the relevant Party outsourcing the Services and Deliverables shall guarantee the performance by the respective Group Company of the obligations under this Agreement and shall procure that the Group Company complies with the provisions of this Agreement in connection with such performance. The relevant outsourcing Party shall, at all times, remain liable for the performance by the Group Company under a Group Transaction.

5.4. The Parties shall undertake the Group Transactions and provide the Services and Deliverables thereunder in full compliance with the Applicable Law.

6. REPRESENTATIONS AND WARRANTIES

6.1. Each Party hereby represents and warrants to the other that:

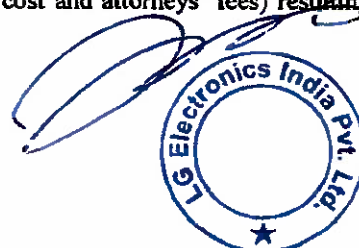
- (a) it is a company duly incorporated and validly subsisting under the laws of the jurisdiction of its incorporation;
- (b) it has the necessary power, authority and capacity to enter into this Agreement and to perform its obligations thereunder and has taken all necessary action (corporate, statutory or otherwise) to execute and authorise the execution, delivery and performance of this Agreement;
- (c) this Agreement constitutes valid and binding obligation of each Party, enforceable against such Party, in accordance with its terms;
- (d) the execution, delivery and performance of this Agreement by each Party and the consummation of the transactions contemplated under this Agreement shall not:
 - (i) violate any provision of the organisational or charter documents of such Party or any Applicable Law;
 - (ii) require such Party to obtain any consent, approval or action of, any Governmental Authority or any other Person;
 - (iii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice, or lapse of time; or both, constitute) a default under, any instrument, contract or other agreement to which such Party is a party or by which such Party is bound; and
 - (iv) violate any order, judgment or decree against, or binding upon, such Party.

7. INDEMNIFICATION

7.1. Each Party shall defend, indemnify and hold harmless the other Party, its officers, directors, employees and suppliers from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including arbitration, court cost and attorneys' fees) resulting

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from or arising out of, directly or indirectly, breach of any representation, warranty, covenant, or agreement made by the Party in or pursuant to this Agreement.

- 7.2. The termination of this Agreement shall not relieve the Parties from performance of their respective obligations under this Clause 7 (*Indemnification*).

8. TERM AND TERMINATION

- 8.1. **Term.** This Agreement shall come into effect on the Execution Date and shall remain valid unless terminated by either Party by issuing a 30 (thirty) days' written notice in accordance with the terms of this Agreement ("**Term**").

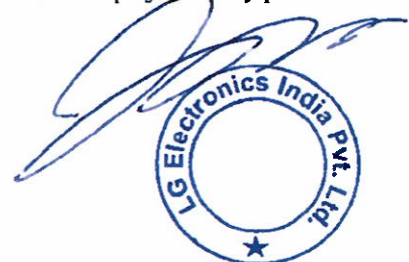
8.2. Termination.

- (a) Notwithstanding anything contained to the contrary in Clause 8.1 above, the Parties shall be entitled, at any time, to terminate this Agreement forthwith in the event:
- (i) either Party commits a breach of the terms or conditions under this Agreement and fails to remedy the same within 30 (thirty) days of being required in writing to do so by the non-breaching Party;
 - (ii) either Party becomes incapable of performing any of their respective obligations under this Agreement for a period of 30 (thirty) days, pursuant to Clause 9 (*Force Majeure*);
 - (iii) either Party fails to comply with the provisions of Applicable Law in relation to the performance of obligations under this Agreement and which materially affects the other Party or its operations;
 - (iv) any approvals (whether contractual, statutory, or otherwise) necessary to conduct the Services and Deliverables under this Agreement are cancelled, expired or otherwise no longer valid; or
 - (v) either Party goes into voluntary or involuntary liquidation, bankruptcy or reorganization, or where, either Party is declared insolvent, or if that Party is unable to pay any debts as they become due, suspends payment of any debts as they became due, or has liabilities that exceed its assets, or if creditors of that Party have taken over its management, or if the relevant financial institutions suspend that Party's clearing house privileges, or if any material part of that Party's undertaking, property or assets are expropriated by government action.
- (b) This Agreement shall terminate automatically, without any action on part of either Parties, upon LGE India ceasing to be a subsidiary of LGE Korea.
- (c) Notwithstanding the foregoing, this Agreement shall continue to remain in force with regard to any SOW that is ongoing on effective date of termination. The Recipient Party agrees to clear outstanding payments for such SOW, irrespective of termination of this Agreement.
- (d) The termination of this Agreement shall neither affect a Party's accrued rights and obligations under this Agreement as at termination nor shall it prejudice any provision

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 William (Joe Wan) Cho
 President
 LG Electronics Inc.

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of this Agreement which is expressly or by implication provided to come into effect on or to continue in effect after such termination.

8.3. Effects of Termination. Upon termination of this Agreement in accordance with this clause:

- (a) all rights conferred by virtue of this Agreement shall cease immediately, unless otherwise mutually agreed in writing; and
- (b) within 15 (fifteen) days from the effective date of termination: (i) the Providing Party shall be entitled to receive any outstanding Fees payable by the Recipient Party; and (ii) the Providing Party shall supply all outstanding orders that the Recipient Party has paid for.

9. FORCE MAJEURE

9.1. Any delay or non-performance by a Party ("Affected Party") with respect to any of its obligations hereunder shall not be deemed to be a breach of this Agreement and such Party shall not be subject to any liability or any penalty for delay, non-performance or deficiency in services, to the extent such delay, non-performance or deficiency is caused by the occurrence of a Force Majeure event and prompt written notice thereof ("Force Majeure Notice") is delivered to the other Party ("Non-Affected Party") as soon as possible from the occurrence of the Force Majeure event. The Parties shall use their best efforts to mitigate the effects of the event of Force Majeure and ensure resumption of normal performance of this Agreement after the cessation of any event of Force Majeure.

9.2. If any event of Force Majeure shall last for more than 60 (sixty) consecutive days, the Non-Affected Party may, after the expiry of such period and while the causes of the non-performance still exist, deliver a written notice to the Affected Party to terminate this Agreement and thereupon, this Agreement shall ipso facto terminate.

9.3. However, no event of Force Majeure shall relieve the Parties from the obligation to perform this Agreement to such extent as may be possible, including the obligation to make Fee payments due for any Group Transactions that are executed prior to the effective date of such termination.

10. MISCELLANEOUS

10.1. Notices.

- (a) Notices, consents, authorisations, invoices, approvals or other communication required to be given under this Agreement shall be in writing, in English and delivered either: (i) personally to the Party to be notified, which shall take effect only upon actual receipt; or (ii) by depositing it in the registered airmail with the requisite postage affixed addressed to the Party to be notified, which shall be deemed to have been delivered only upon actual receipt; or (iii) by email addressed to the intended recipient Party at its address set out below, which shall be deemed to have been delivered on receipt of transmission.

If to LGE Korea:

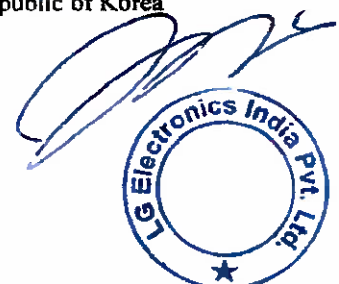
Name: LG Electronics Inc.

Address: 128 Yeoui-daero, Yeongdeungpo-gu, Seoul, Republic of Korea

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William Cho
William (Joo Wan) Cho
President
LG Electronics Inc.

CFO 2



Email: jungkyu.oh@lge.com

If to LGE India: vishal.rastogi@lge.com

Name: LG Electronics India Private Limited

Address: A – 24/6, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi – 110044, India

Email:

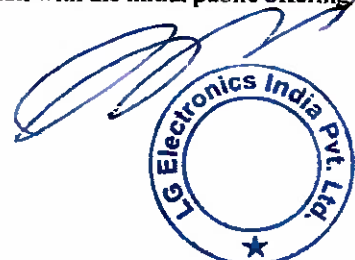
- (b) In the event of a change in the address, telephone or email of either Party hereto, such Party shall as soon as practicable, but within 7 (seven) days following such change, notify in writing to the other Party of such change.

10.2. Confidentiality.

- (a) Each Party shall keep and ensure that its subcontractors and/or permitted assigns shall keep all information relating to the other Party, this Agreement, the SOWs and information relating to the transactions undertaken pursuant to this Agreement and the SOWs (collectively, the “Information”), confidential. The Parties shall use reasonable endeavours to maintain the confidentiality of the Information throughout the Term, including employing reasonable measures to protect the Information from unauthorised or inadvertent disclosure.
- (b) Nothing in this Clause 10.2 shall restrict a Party from disclosing Information for the following purposes:
- (i) to the extent that such Information is in the public domain, other than by breach of this Agreement;
 - (ii) to the extent such Information is required to be disclosed by Applicable Law or required to be disclosed to any Governmental Authority to whose jurisdiction such Party is subject. The receiving Party shall provide written notice to the disclosing Party prior to such disclosure and shall: (A) reveal the minimal requisite information as mandated by Applicable Law; and (B) extend full cooperation with the disclosing Party regarding timing and content of the disclosure or any action which the disclosing Party may reasonably elect to take to challenge the validity of such legal obligation;
 - (iii) as is reasonably necessary, to those who strictly need to receive and consider the Information for *bona fide* requirements in furtherance of the purposes of this Agreement and on a strictly “need-to-know” basis. Prior to receipt, the receiving Party shall procure that such persons shall have agreed to be bound by confidentiality terms no less restrictive than those contained under this Agreement; or
 - (iv) with the prior written consent of the disclosing Party.
- (c) Notwithstanding the above, the Parties consent to the disclosure of the terms of this Agreement in any documentation prepared in connection with the initial public offering of LGE India.


William (Joe Wan) Cho
President
LG Electronics Inc.

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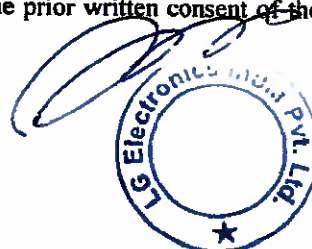


- (d) Upon termination of this Agreement, the receiving Party shall return or destroy (as applicable) all Information and all copies thereof belonging to the disclosing Party.
 - (e) The provisions of this clause shall survive termination of this Agreement.
- 10.3. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of India.
- 10.4. **Dispute Resolution.**
- (a) Any and all disputes, claims or differences which may arise out of, or in connection with this Agreement ("Dispute"), shall be settled within 60 (sixty) days through friendly negotiations between the Parties.
 - (b) If the Parties are unable to reach a settlement to resolve the Dispute through negotiations, then the Dispute shall be submitted to and be finally settled by arbitration by the Singapore International Arbitration Centre ("SIAC") in accordance with the arbitration rules of SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause. The arbitral tribunal shall consist of 1 (one) arbitrator and the decision of the arbitral tribunal shall be final and binding upon the Parties. Judgment upon any award rendered in such arbitration hereunder may be entered in any court having jurisdiction for execution. The seat of arbitration shall be Singapore and the language of the arbitral proceeding shall be English. Notwithstanding the above, either Party may seek preliminary injunctive relief from any court of competent jurisdiction, pending the final award of the arbitral tribunal.
- 10.5. **No Agency.** No Party shall act as an agent of the other Party or have any authority to act for or to bind the other Party.
- 10.6. **Relationship.** The Provider Party shall be an independent contractor of the Recipient Party, and nothing in this Agreement will be construed to create any co-employer, partnership, joint venture, principal-agent relationship between the Parties or any employment relationship between the Recipient Party and the personnel of the Provider Party.
- 10.7. **Independent and Cumulative Right.** Each of the rights of the Parties under this Agreement are independent, cumulative, and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of a Party, whether under this Agreement or otherwise.
- 10.8. **Counterparts.** This Agreement may be executed in 2 (two) counterparts, each of which when executed shall constitute original, but all of the counterparts shall together constitute the one and same instrument. Delivery of a counterpart of this Agreement by electronic mail in "portable document format" (.pdf) shall be an effective mode of signing and delivering the document.
- 10.9. **Amendment.** No amendment or variation of this Agreement shall be binding on a Party, unless such amendment or variation is in writing and duly signed by the authorized representatives of the Parties.
- 10.10. **Assignment.** Neither of the Parties shall be permitted to transfer or assign all or part of its rights, obligations or benefits under this Agreement, without the prior written consent of the other Party.

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William Chee
 William (Joo Wan) Cho
 President
 LG Electronics Inc.

CFO 2

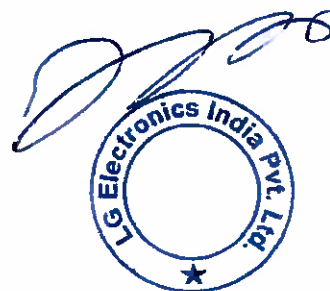


- 10.11. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable (in whole or in part), then the validity, legality and/or enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired thereby. The invalid provision(s) will be reformed to reflect, to the maximum extent possible, the original intent of the Parties hereto, in order that the transactions contemplated hereby are consummated as originally contemplated.
- 10.12. **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 10.13. **Entire Agreement.** This Agreement, including any SOWs executed hereunder, constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior arrangements, understandings or agreements, whether oral or written, relating to such subject matter.
- 10.14. **Further Actions.** Each Party shall, at any time and from time to time upon the written request of the other Party:
- (a) promptly and duly execute and deliver all such further instruments and documents, and do or procure to be done all such acts or things, as the requesting Party may reasonably deem necessary or desirable in connection with this Agreement; and
 - (b) do or procure to be done any act or thing which the other Party may from time to time reasonably require to be done for the purpose of enforcing the requesting Party's rights under this Agreement.

[Schedule to follow]

William Cho
 William (Joo Wan) Cho
 President
 LG Electronics Inc.

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Schedule I
Existing Arrangements

S. No.	Nature of Agreement	Term
1.	Revised License Agreement dated July 27, 2017	Open ended agreement
2.	NPS Reimbursement Agreement dated October 31, 2023	Open ended agreement

Sr. No.	Name Of Counterparty	Nature of Agreement	Term
1	LG CNS India Private Limited	Master Service Agreement dated January 1, 2021	January 1, 2021 to December 31, 2024
2	LG CNS Co. Ltd.	Agreement for LG Net Services dated January 1, 2024	January 1, 2024 to December 31, 2024
3	LG CNS India Private Limited	Master Service Agreement dated January 10, 2024	January 1, 2024 to December 31, 2026
4	LG CNS India Private Limited	Agreement for Sprinklr Chat Bot for LG Shopping Assistant dated August 24, 2023	February 15, 2024 to February 14, 2026
5	LG Electronics Singapore Pte Ltd	General Service Agreement dated January 1, 2024	January 1, 2024 to December 31, 2024

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

<p>Signed for and on behalf of LG ELECTRONICS INC.</p> <p><i>William Cho</i> William (Joo Wan) Cho President LG Electronics Inc.</p> <p>Name: _____ Designation: _____</p> <p style="text-align: right;">CFO 2</p>	<p>Signed for and on behalf of LG ELECTRONICS INDIA PRIVATE LIMITED</p> <p><i>Hanjun Kim</i></p> <p>Name: Hanjun Kim Designation: Team Leader – Finance & Accounts</p> 
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