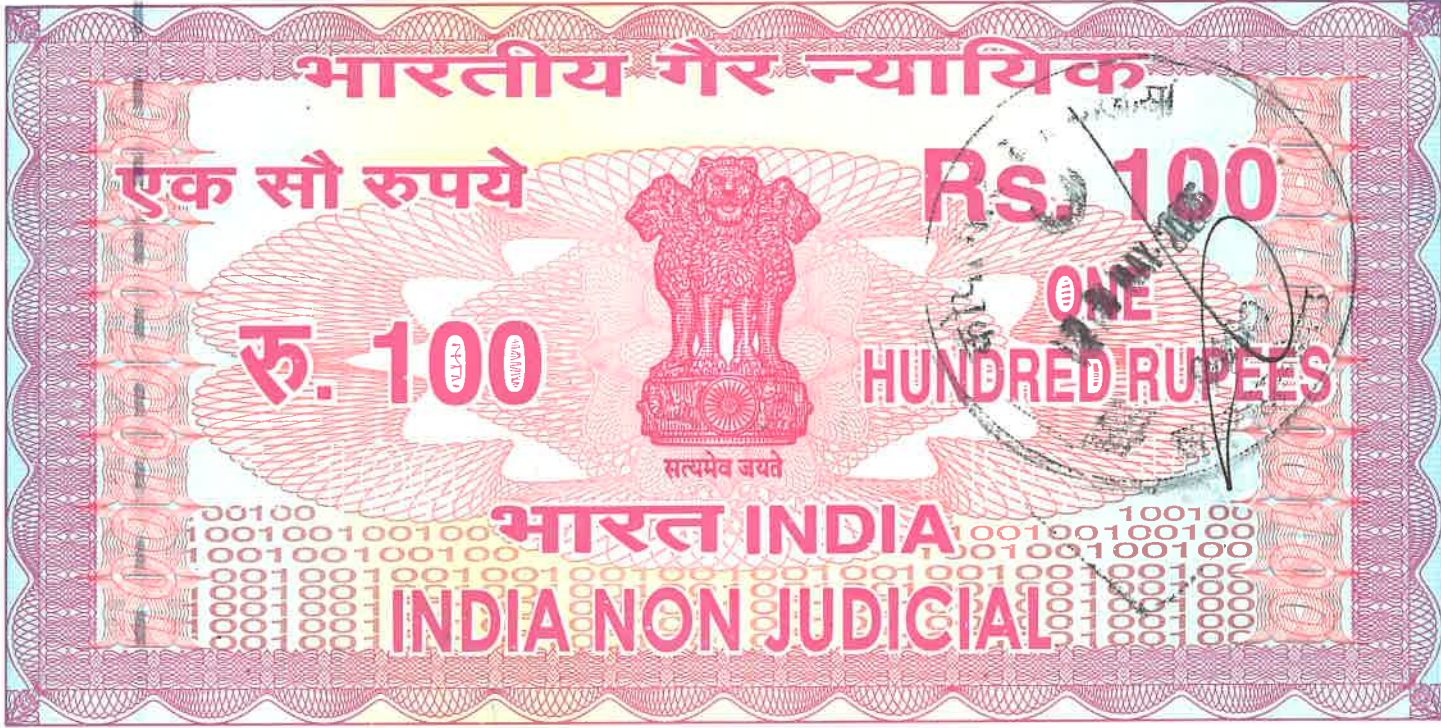




उत्तर प्रदेश UTTAR PRADESH

GK 778062

NON-COMPETE AGREEMENT

THIS NON-COMPETE AGREEMENT (THIS "AGREEMENT") MADE AT MEERUT, UTTAR PRADESH ON THIS 22ND DAY OF JUNE 2026, BY AND BETWEEN THE FOLLOWING PARTIES:

S. K. OFFSET LIMITED, a company incorporated on February 02, 2007, under the Companies Act, 1956 and having its registered office at 15, Sports Complex Enclave, Delhi Road, Na, Meerut, Meerut- 250002, Uttar Pradesh. (hereinafter referred to as the "**Company**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

AND

ARUN PACKERS AND PRINTERS, a sole proprietorship concern bearing GSTIN: 07AAGPG5692J1ZE (PAN- AAGPG5692J) of Mrs. Mithilesh Gupta W/O of Mr. Babu Ram Gupta aged 72 years, presently residing at House No - 96, Kohat Enclave, Pitampura, North West Delhi - 110034, India do (hereinafter referred to as the "**Sole Proprietorship - Arun Packers and Printers**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **SECOND PART**

Collectively referred to as the "**Parties**"



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WHEREAS:

1. S. K. OFFSET LIMITED (“Company”) and Arun Packers and Printers (Sole Proprietorship – Mithlesh Gupta) are engaged in the business as follows:

Name of Entity	Nature of Business
S. K. OFFSET LIMITED	Providing integrated printing and packaging solutions, including the design, manufacture, processing, and supply of labels, mono cartons, corrugated cartons, litho-laminated cartons, and other allied packaging products. The Company also undertakes commercial and digital printing and related ancillary activities in the printing and packaging industry in India and elsewhere;
ARUN PACKERS AND PRINTERS	Providing end-to-end printing and packaging solutions, including commercial printing, customized packaging, premium finishing, and logistics support. Its integrated services cater to a wide range of industries by delivering high-quality, customized, and secure packaging solutions from production to final delivery.

2. Mrs. Mithlesh Gupta is the member of Promoter Group of S. K. OFFSET LIMITED;
3. Mrs. Mithlesh Gupta is not involved in Operations of the business in the Company and has no control by any means in the Company. Similarly, the Management of S. K. OFFSET LIMITED (the “Company”) does not have any control in the Sole Proprietorship - Arun Packers and Printers owned and managed by Mithlesh Gupta;
4. Parties have access to confidential information, business strategies, client relationships, and proprietary knowledge of the Company;
5. The Parties acknowledge that uncontrolled competition between them could cause substantial harm to the interests of the Company and its stakeholders;
6. To preserve the value of the Company and protect its business interests, the Parties desire to enter into this Agreement to restrict competitive activities and avoid duplication of customer base, and overlapping product offerings to ensure long-term cooperation and market harmony;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings ascribed to them:

1.1 “Affiliates”

Shall mean any individual, entity, or organization directly or indirectly controlled by, controlling, or under common control with a Party, including but not limited to:

- Family members
- Relatives up to the second degree
- Entities in which such Party holds 5% or more beneficial interest



Mithlesh Gupta

- Partnerships or LLPs where such Party is a partner/member
- Trusts where such Party is a beneficiary or settlor
- Any other entities controlled by such affiliates directly or indirectly

1.2 “Competitive Business”

Shall mean any business activity that:

- Directly or indirectly competes with the business operations of the Company
- Involves similar products, services, or business models
- Targets the same customer segments or market verticals
- Utilizes comparable technology, processes, or methodologies
- Is engaged in any jurisdiction where the Company currently operates or plans to operate within the Restricted Territory

1.3 “Confidential Information”

Shall include all non-public information relating to the Company including but not limited to:

- Business plans, strategies, and financial information
- Client lists, customer databases, and prospect information
- Pricing strategies, fee structures, and commercial terms
- Trade secrets, technical data, and operational methodologies
- Supplier and vendor information
- Regulatory submissions and compliance documentation
- Board minutes and strategic deliberations
- Any information marked as “Confidential” or that reasonably should be understood as confidential

1.4 “Restricted Period”

Throughout the tenure of either party as a promoter, promoter group member, director, shareholder of the Company and even after their dissociation with the company, if any in future.

1.5 “Restricted Territory”

- India (national territory) or
- Such other territories as the Company may expand into during the Restricted Period

1.6 “Material Harm”

Shall mean damage to the Company’s competitive position, loss of business opportunities, erosion of client relationships, or loss of market share caused by competitive activities of a Party or their Affiliates.

2. NON-COMPETE OBLIGATIONS

2.1 Scope of Restriction

During the Restricted Period, neither Party shall, directly or indirectly:

(a) Solicitation of Customers and Clients



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- Solicit, divert, or encourage any customer, client, or prospect of the Company to cease dealings with the Company
- Use any customer list or relationship information obtained from the Company for competitive purposes
- Both parties will share their respective customer lists for mutual awareness and to avoid overlap or unintentional engagement

(b) Solicitation of Key Personnel

- Solicit, recruit, or encourage any director, officer, employee, or consultant of the Company to leave employment or association
- Encourage or facilitate the movement of staff to a competitive venture
- Approach or communicate with Company personnel regarding competitive opportunities

(c) Brand Exclusivity

- First Party hereby acknowledges that the entire product line of the Company i.e. S. K. Offset Limited is marketed under its registered brand name, "S. K. Offset Limited" or "S. K. Offset" or other trade names registered in name of the Company, which is recognized for its quality, durability, and compliance with industry standards. The Second and Third Party agrees not to, directly or indirectly, engage in or assist any business that uses, replicates, or competes with the "S. K. Offset Limited" or "S. K. Offset" or business of the Company under any other trade names registered in name of the Company brand or any products associated with it during the term of this agreement and in future.
- The Company will always have the first right to refusal to provide goods or services for business undertaken by it.
- Second and Third Party agrees not to directly or indirectly engage in business activities that compete with the First party in respect of the business line in which the Company operates.

(d) Use of Confidential Information

- Disclose or use any Confidential Information for competitive purposes
- Share proprietary methodologies, processes, or strategies with competitors
- Utilize any trade secrets or intellectual property of the Company
- Transmit any Company data, documentation, or intellectual property to competitors

(e) Disparagement and Tortious Interference

- Make disparaging statements about the Company's business, reputation, or operations
- Interfere with contractual relationships or business opportunities of the Company
- Obstruct or harm the Company's business relationships or partnerships

3. CONFIDENTIALITY OBLIGATIONS

3.1 Protection of Confidential Information

Each Party acknowledges that it has had access to substantial Confidential Information of the Company.

Each Party undertakes to:



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- Maintain strict confidentiality of all Confidential Information
- Not disclose Confidential Information to any third party without prior written consent of the other Party and the Company
- Use Confidential Information solely for purposes authorized by the Company
- Implement reasonable security measures to prevent unauthorized access or disclosure
- Ensure that Affiliates and representatives who have access to Confidential Information are bound by similar confidentiality obligations

3.2 Return of Confidential Information

Upon request or upon cessation of association with the Company, each Party shall:

- Return all documents, records, and materials containing Confidential Information in any form (physical, digital, electronic)
- Destroy or certify destruction of any copies created for legitimate purposes
- Provide written certification that all Confidential Information has been returned or destroyed
- Maintain confidentiality of information that cannot be returned due to legal or regulatory requirements, but continue to restrict its use

4. REMEDIES FOR BREACH

4.1 Acknowledgment of Irreparable Harm

The Parties acknowledge that:

- A breach of this Agreement will cause irreparable harm not adequately compensable by damages alone
- Loss of competitive advantage, client relationships, and proprietary information cannot be precisely quantified
- Monetary damages are an inadequate remedy for breach
- Specific performance and injunctive relief are appropriate remedies for any violation

4.2 Equitable Relief

The Company and the non-breaching Party shall be entitled to seek:

- Specific performance of this Agreement
- Preliminary and permanent injunctive relief to prevent or restrain breach
- Temporary restraining orders and other equitable remedies as deemed appropriate by courts
- Such remedies shall be available in addition to any other remedies available at law

4.3 Damages

In addition to equitable remedies, the non-breaching Party shall be entitled to recover:

- Actual damages caused by the breach, including loss of business, client migration, and diminution in Company valuation
- Punitive damages in cases of willful violation



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- Reasonable attorney's fees and costs of litigation incurred in enforcing this Agreement
- Interest at the prescribed legal rate on any monetary damages awarded

4.4 Right to Cure

Before pursuing formal action, the non-breaching Party shall provide written notice of alleged breach to the breaching Party, allowing 30 days to cure the breach if reasonably possible. Continued breach after the cure period shall entitle the non-breaching Party to pursue all available remedies.

4.5 Severability of Remedies

The availability of any remedy shall not preclude the pursuit of alternative or additional remedies. Obtaining partial relief shall not constitute a waiver of other available remedies.

5. ENFORCEMENT AND JURISDICTION

5.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **India and in particular the state of Uttar Pradesh**, without regard to conflict of law principles.

5.2 Jurisdiction and Venue

- The Parties irrevocably submit to the exclusive jurisdiction of courts located in Meerut district, Uttar Pradesh, India
- Each Party irrevocably waives any objection to venue in such courts and any claim of inconvenient forum
- If negotiation fails, either Party may initiate legal proceedings in the designated courts

6. DISPUTE RESOLUTION

Whenever there be any difference of opinion or any dispute between the parties the parties shall refer the same to an arbitration of one person. The decision of the arbitration so nominated shall be final and binding on all parties, such arbitration proceedings shall be governed by Indian Arbitration Act, which is in force.

6. DURATION AND TERMINATION

6.1 Term of Agreement

- This Agreement becomes effective on the date of this agreement.
- The non-compete obligations shall commence immediately and continue throughout the Restricted Period as defined above.
- The confidentiality obligations shall continue in perpetuity for trade secrets and indefinitely for other Confidential Information (unless it enters public domain)
- The parties acknowledge that this Agreement constitutes the entire agreement between the Parties in respect of the matters hereby contemplated. All previous communications, either oral or written, between the Parties hereto with respect to the subject matter hereof are hereby superseded.

7. AMENDMENT AND MODIFICATION

7.1 Amendments

This Agreement may be amended, modified, or supplemented only by written instrument executed by all Parties. Oral agreements, course of dealing, or industry practice shall not modify this Agreement.



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7.2 Waiver

- No waiver of any provision or breach shall be effective unless in writing and signed by the Party against whom the waiver is sought to be enforced
- Waiver of any breach shall not constitute waiver of any other breach
- Failure to enforce any right shall not constitute abandonment of that right
- Single or partial exercise of any right shall not preclude further exercise

7.3 Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction:

- Such provision shall be severed, and the remaining provisions shall continue in full force and effect
- The Parties authorize courts to modify the offending provision to the minimum extent necessary to make it enforceable
- Modified provisions shall apply with the same force as if originally drafted in enforceable form

8. GENERAL PROVISIONS

8.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to non-compete and confidentiality obligations and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

8.2 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Counterparts may be in physical or electronic form.

8.3 Notices

All notices required or permitted hereunder shall be in writing and in the English language and shall be sent by recognized courier or by facsimile transmission address to the address of each Party set forth above, or to such other address as such other Party shall have communicated to the other Party. Notice shall be deemed to have been served when received (and immediately upon transmission in the case of facsimile transmission or other forms of instantaneous communication including e-mail).

8.4 Relationship of Parties

- Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the Parties
- Neither Party is authorized to represent the other or bind the other to any obligation without express written consent
- This is a contractual relationship creating mutual obligations only

8.5 Assignment and Successors

- This Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, successors, and permitted assigns



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- Neither Party may assign or delegate obligations without written consent of the other Parties
- The Company may assign its rights to successor entities, acquirers, or designated third parties upon prior written notice
- Any attempted assignment in violation of this Section shall be void

8.6 Regulatory Compliance

The Parties acknowledge that this Agreement is subject to applicable laws and regulations, including but not limited to SEBI regulations. In case of conflict between this Agreement and mandatory law, the provisions of law shall prevail to the extent of conflict.

8.7 Force Majeure

Neither Party shall be liable for failure to perform obligations under this Agreement due to events beyond reasonable control, including acts of God, natural disasters, war, pandemic, or government action. The affected Party shall provide prompt notice and shall resume performance upon cessation of the force majeure event.

8.8 Cumulative Rights

The rights and remedies provided in this Agreement are cumulative and shall not exclude or limit any other remedy available at law, equity, or by statute.

9. ACKNOWLEDGMENTS

The Parties hereby acknowledge and confirm:

- They have read and fully understood this Agreement
- They have had adequate opportunity to consult with legal and business advisors
- They enter into this Agreement voluntarily and with full knowledge of the obligations and restrictions
- They understand the scope of restrictions and their implications for future business opportunities
- They acknowledge the Company's legitimate business interests in protection of confidential information and competitive advantage
- They have not been coerced or unduly influenced to execute this Agreement
- They accept all terms and conditions contained herein

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their respective hands and executed these presents on the date and year first written hereinabove:

For and on behalf of "S. K. Offset Limited"  Name: Mr. Pradheep Agarwal Designation: Chairman and Managing Director DIN: 01109813	Witness Name: Perroz Ahmad Address: Zakia Colony, Meerut Signature: 	
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For Arun Packers and Printers (Sole-
proprietorship – Mithlesh Gupta)

Mithlesh

Mithlesh Gupta
Sole-proprietor
PAN: AAGPG5692J
GSTIN: 07AAGPG5692J1ZE

Witness

Name:

Address:

Signature:

[Handwritten Signature]

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