



WHIRLPOOL OF INDIA LIMITED  
(CIN No. : L29191PN1960PLC020063)

CORPORATE OFFICE : PLOT NO. 40, SECTOR-44, GURUGRAM (GURGAON) - 122002 (HARYANA), INDIA TEL. : (91) 124-4591300 FAX : (91) 124-4591301  
REGD. OFF. : PLOT NO. A-4 MIDC, RANJANGAON, TAL. SHIRUR, DIST. PUNE-412 220 TEL. : (91) 2138-660100 FAX : (91) 2138-232376  
Website : www.whirlpoolindia.com, E-mail : info\_india@whirlpool.com

Date: October 16, 2025

**The Manager**  
**Listing Department**  
**BSE Limited,**  
Phiroze Jeejeebhoy Towers,  
Dalal Street, Mumbai – 400001

**The Manager**  
**Listing Department**  
**National Stock Exchange of India Limited,**  
“Exchange Plaza”, 5th Floor, Plot No. C/1, G  
Block, Bandra – Kurla Complex, Bandra,  
Mumbai-400051.

**Scrip code: 500238**

**Symbol: WHIRLPOOL**

**Subject: Disclosure under the SEBI Master circular, dated 11 November 2024 and bearing reference number SEBI/HO/CFD/PoD2/CIR/P/0155, for compliance with the provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”) by listed entities, as amended (“Master Circular”).**

Pursuant to the Listing Regulations, we would like to inform that Whirlpool of India Limited (“Company”) has executed the following documents upon receipt of approval from the audit committee and the board of directors of the Company:

1. Brand license agreement with Whirlpool Properties, Inc. (“BLA”);
2. Technology license agreement with Whirlpool Corporation (“TLA”);
3. Services agreement with Whirlpool Asia LLP (“Services Agreement”);
4. Transitional services agreement with Whirlpool Corporation (“TSA”); and
5. Deed of assignment of intellectual property with Whirlpool Corporation read with accompanying confirmatory assignment deeds (as discussed at Annexure 5 below) (“IP Assignment Deed”).

The agreements mentioned above have been entered into with the intent to promote Company’s continued growth and innovation along with the requisite support as required from Whirlpool Corporation. The rates negotiated in the agreements are at market and are not dissimilar from existing rates.

The BLA secures a long-term exclusive brand license for the Company from Whirlpool Properties, Inc., granting rights to use the ‘Whirlpool’ brand and “Whirlpool” name in existing and new segments as outlined in detail in Annexure 1.

The TLA secures a technology license for the Company from Whirlpool Corporation, granting exclusive access to certain technical know-how and Licensed IP for various categories of major domestic appliances as outlined in detail in Annexure 2.

The TSA is in place to ensure gradual and seamless transition and disentanglement where required, especially with regards to the services provided by Whirlpool Corporation to the Company and the services received by Whirlpool Corporation from the Company.

The Services Agreement with a term of up to 31 March 2029 will replace the existing annual agreement between the Company and Whirlpool Corporation. In addition, the Services Agreement provides for a pre-agreed minimum service charge receivable by the Company, for each of the financial years during the term of the Services Agreement.

The details, in relation to BLA, TLA, Services Agreement, TSA and IP Assignment Deed as required under the Listing Regulations read with the Master Circular, are annexed herewith at Annexure 1, Annexure 2, Annexure 3, Annexure 4 and Annexure 5, respectively.

Additionally, this is to inform you that Board of Directors of the Company at its meeting held today, i.e. October 16, 2025, subject to approval of shareholders of the Company, have considered and approved the amendment in the Articles of Association of the Company. Details as required under Regulation 30 of the Listing Regulations read with SEBI Master Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024 is enclosed as Annexure 6.

The above is for your information and records and will also be available on the website of the Company at <http://corporate.whirlpoolindia.com>.

The Board Meeting commenced at 04:00 PM and concluded at 05:00 PM.

Request you to take the above information on record.

Yours faithfully,

**For Whirlpool of India Limited,**

**Sweta Srivastava**  
**Company Secretary & Compliance Officer**

**Plot No. 40, Sector 44**  
**Gurugram, Haryana - 122002**

Encl: as above

### Annexure 1

Details with respect to the BLA under the Listing Regulations read along with the Master Circular are set out below:

S. No.	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered.	The BLA has been executed between: (a) Whirlpool Properties, Inc.; and (b) Company.
2.	Purpose of entering into the agreement.	Whirlpool Properties, Inc. grants to the Company, a royalty-bearing license to exclusively use the ‘Whirlpool’ brand and “Whirlpool” name within India, Afghanistan, Bhutan, Maldives, Myanmar, Nepal, and Sri Lanka (the “ <b>Territory</b> ”) in respect of Whirlpool branded products and Whirlpool licensed services, subject to the terms of the BLA.  Further, the BLA includes a defined sub-licensing framework under which the Company has customary sub-licensing rights, subject to and in compliance with the BLA.
3.	Size of the agreement.	In case of major domestic appliances, subject to the Guaranteed Minimum Royalty, the royalty rate payable is:  (i) one per cent. (1%) of net sales of licensed products sold during the first (1 <sup>st</sup> ) to fifth (5 <sup>th</sup> ) calendar years of the BLA term ( <i>consistent with the royalty rate payable as on the current date</i> ); (ii) one point two five per cent. (1.25%) of net sales of products sold during the sixth (6 <sup>th</sup> ) and seventh (7 <sup>th</sup> ) calendar years of the BLA term, and (iii) one point five per cent. (1.5%) of net sales made thereafter, during the BLA term.  The royalty rate payable on small domestic appliances and commercial appliances (both of which are not marketed or distributed by the Company currently) is three per cent. (3%) of net sales of such licensed products during the BLA term.  If the aggregate royalty for any calendar year of the BLA term does not equal or exceed the relevant Guaranteed Minimum Royalty, the relevant royalty is required to be increased so as to equal the Guaranteed Minimum Royalty ( <i>as defined below</i> ). For context, the current royalty paid to Whirlpool Properties, Inc. for FY 2024 - 2025 is USD 8.2 Million (@ INR 85 to USD).  The “ <b>Guaranteed Minimum Royalty</b> ” in respect of each calendar year of the the BLA term means:

S. No.	Particulars	Details
		<ul style="list-style-type: none"> <li>- for the first ten (10) consecutive calendar years of the BLA term - USD 6,000,000 (exclusive of GST) per calendar year;</li> <li>- for the 11th through the 20th calendar years of the BLA term - USD 9,000,000 (exclusive of GST) per calendar year; and</li> <li>- for the 21st through the 30th calendar years of the BLA term - USD 12,000,000 (exclusive of GST) per calendar year; and</li> <li>- for each calendar year during any extension period, the Guaranteed Minimum Royalty shall be such amount as agreed between Whirlpool Properties, Inc. and the Company at the time of renewal, which in any event shall be no less than USD 12,000,000 (exclusive of GST) per calendar year.</li> </ul>
4.	Shareholding, if any, in the entity with whom the agreement is executed.	Not applicable (“NA”).
5.	Significant terms of the agreement (in brief), special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	<p>The effective date of the BLA is 16 October 2025.</p> <p>The BLA has an initial term of thirty (30) years, with additional optional renewal terms of ten (10) years, which the Company may request (requiring the prior written consent of Whirlpool Properties, Inc.), in each case unless terminated earlier.</p> <p>The scope of the trade mark license under the BLA covers various types of major domestic appliances, small domestic appliances, and commercial appliances, as well as parts, accessories and components for the foregoing.</p> <p>For avoidance of doubt, it is to be noted that prior to the effective date of the BLA, the Company did not sell small domestic appliances and commercial appliances under the Whirlpool brand. Hence, these segments present new business opportunities to the Company. The royalty rate payable on small domestic appliances and commercial appliances is three per cent. (3%) of net sales of such licensed products during the BLA term.</p> <p>The Company may terminate the BLA for convenience upon giving no less than six (6) months’ prior written notice. In addition, each party has the right to terminate the BLA where the other party commits a material breach of the BLA which is not remedied within ninety (90) days of receipt of notice of such breach. Moreover, Whirlpool Properties, Inc. may terminate the BLA for cause only under limited additional customary grounds including but not limited to the Company challenging the validity of the</p>

S. No.	Particulars	Details
		<p>IP licensed under the BLA, royalties remaining unpaid for an extended period, and the Company's insolvency.</p> <p>The agreement includes standard terms, including but not limited to confidentiality, data protection, mutual indemnities, limitation of liability, and dispute resolution.</p> <p>No special rights such as appointment of directors, first right to share subscription or right to restrict any change in capital structure are granted under the BLA.</p>
6.	Extent and the nature of impact on management or control of the listed entity	N.A.
7.	Details and quantification of the restriction or liability imposed upon the listed entity	<p>- The BLA imposes certain contractual obligations on the Company, including <i>inter alia</i>:</p> <ul style="list-style-type: none"> <li>(i) use of the Whirlpool licensed brands is limited to the Territory;</li> <li>(ii) compliance with Whirlpool's brand guidelines, product safety requirements and quality audits/rectification timelines via the license forum mechanism; and</li> <li>(iii) supplier/distributor agreements must mirror territorial, brand, confidentiality and quality controls of the BLA.</li> </ul> <p>Further, the Company is restricted from sub-licensing the rights under the BLA to its subsidiary, Elica PB Whirlpool Kitchen Appliances Private Limited (<i>previously known as Elica PB India Private Limited</i>) ("<b>Elica</b>"), until the termination or expiry of the trademark license agreement entered between Whirlpool Properties, Inc. and Elica dated 29 September 2021, as amended on 20 September 2024 and 16 October 2025 (the "<b>Elica License</b>"), which pursuant to the amendment dated 16 October 2025 is extended until 1 January 2028, on its existing terms. Upon termination or expiry of the Elica License, Elica will be able to avail of a sub-license of the relevant rights licensed to the Company under the BLA.</p> <p>- Under the BLA, the Company's liability is capped at 150% (one hundred and fifty per cent.) and Whirlpool Properties, Inc.'s liability is capped at 100% (one hundred per cent.) of the prior year's royalties paid or payable, in each case for matters giving rise to liability in a given calendar year (or after the BLA term) and subject to customary exclusions and certain specified</p>

S. No.	Particulars	Details
		carve outs. Caps are subject to customary de minimis and basket thresholds.
8.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship.	<p>Whirlpool Properties, Inc. is a direct wholly owned subsidiary of Whirlpool Corporation. Whirlpool Corporation indirectly owns fifty one percent. (51%) of the shares in the Company, via its indirect wholly-owned subsidiary Whirlpool Mauritius Limited (i.e., the promoter of the Company).</p> <p>Accordingly, Whirlpool Corporation, Whirlpool Properties, Inc. and Whirlpool Mauritius Limited form part of the same group.</p>
9.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”.	<p>Yes, the transaction is a related party transaction and the BLA has been negotiated and agreed on an arm’s length basis.</p> <p>Whirlpool Corporation, Whirlpool Properties, Inc. and Whirlpool Mauritius Limited (i.e., the promoter of the Company) form part of the same group.</p> <p>The audit committee and board of directors of the Company have respectively approved the execution of the BLA on 16 October 2025.</p>
10.	In case of issuance of shares to the parties, details of issue price, class of shares issued.	NA
11.	In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders/by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis.	NA
12.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	<p>Please refer to the disclosures set out at S. Nos. 3 to 9 above.</p> <p>In addition, there will be no nominees appointed to the board of directors of the Company under the BLA.</p>

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
13.	<p>In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> <li>i. name of parties to the agreement;</li> <li>ii. nature of the agreement;</li> <li>iii. date of execution of the agreement;</li> <li>iv. details of amendment and impact thereof or reasons for termination and impact thereof.</li> </ul>	<p>Upon the BLA becoming effective, the existing brand and name licensing agreement dated 1 April 2005 in place between Whirlpool Properties, Inc. and the Company, pursuant to which Whirlpool Properties, Inc. had licensed to the Company, on an intragroup basis, certain rights to use the 'Whirlpool' brand and corporate name in respect of Company's India operations, will, subject to the terms of the BLA, stand terminated and such intragroup agreement will be replaced in entirety by the BLA.</p>

## Annexure 2

Details with respect to the TLA under the Listing Regulations read along with the Master Circular are set out below:

S. No.	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered.	The TLA has been executed between: (a) Whirlpool Corporation; and (b) Company.
2.	Purpose of entering into the agreement.	Whirlpool Corporation grants the Company, a royalty-bearing license to exclusively use Whirlpool Corporation's certain technical intellectual property (" <b>Licensed IP</b> ") for defined sub-categories of major domestic appliances within the Territory, subject to the terms of the TLA (including subcategory-specific Exclusivity Periods).  Further, the TLA includes a defined sub-licensing framework under which the Company has customary sub-licensing rights, subject to and in compliance with the TLA.
3.	Size of the agreement.	<ul style="list-style-type: none"> <li>- In case of Licensed Products subject to an Exclusivity Period, the royalty rate payable is:               <ul style="list-style-type: none"> <li>(i) zero point six per cent. (0.60%) of quarterly net sales of such Licensed Products sold from the Effective Date of the TLA up to and including 31 March 2029; and</li> <li>(ii) zero point six five per cent. (0.65%) of quarterly net sales of such Licensed Products sold on and from 1 April 2029 during the applicable Exclusivity Period.</li> </ul> </li> <li>- For context, the corresponding (like for like) royalty paid for the last three (3) financial years by the Company is as follows:               <ul style="list-style-type: none"> <li><input type="checkbox"/> FY 2022-23 is 0.53%</li> <li><input type="checkbox"/> FY2023-24 is 0.59%</li> <li><input type="checkbox"/> FY 2024-25 is 0.61%</li> </ul> </li> </ul> <p>The increase over the years is on account of the change in the product mix. Going forward, the royalty rate will be applied uniformly at 0.6% across all relevant product categories till March 31, 2029; and thereafter at 0.65%.</p>
4.	Shareholding, if any, in the entity with whom the agreement is executed.	NA.

S. No.	Particulars	Details
5.	Significant terms of the agreement (in brief), special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	<p>The effective date of the TLA is 16 October 2025.</p> <p>The license under the TLA permits the use by the Company of the Licensed IP for defined sub-categories of major domestic appliances, as well as parts, accessories and components for such appliances.</p> <p>The exclusivity period of the TLA license operates on a subcategory-by-subcategory basis. The initial exclusivity period is ten (10) years, and is extendable for successive five (5)-year periods on a subcategory-by-subcategory basis at the Company's election, in each case unless terminated earlier for cause. Upon expiry of the Exclusivity Period (on a subcategory-by-subcategory basis), the Company can continue to use the relevant Licensed IP on a non-exclusive basis, without paying any further royalty.</p> <p>Each party has the right to terminate the TLA where the other party commits a material breach of the TLA which is not remedied within ninety (90) days of receipt of notice of such breach. In addition, Whirlpool Corporation may terminate the TLA for cause only under limited additional customary grounds including but not limited to the Company challenging the validity of the IP licensed under the TLA, royalties remaining unpaid for an extended period, and the Company's insolvency.</p> <p>The agreement includes standard terms, including but not limited to confidentiality, mutual indemnities, limitation of liability, and dispute resolution.</p> <p>No special rights such as appointment of directors, first right to share subscription or right to restrict any change in capital structure are granted under the TLA.</p>
6.	Extent and the nature of impact on management or control of the listed entity	N.A.
7.	Details and quantification of the restriction or liability imposed upon the listed entity	<p>- The TLA imposes certain contractual obligations on the Company, including <i>inter alia</i>:</p> <ul style="list-style-type: none"> <li>▪ territorial use limited to the Territory. Manufacture outside the Territory is permitted with prior notice only if the finished goods are (A) for end use within the Territory, or (B) supplied to Whirlpool Corporation or its Affiliates under separate written arrangements for end use outside the Territory.</li> <li>▪ Appointment and oversight of Authorised Suppliers and Distributors, wherein finished-goods Authorised Suppliers require Whirlpool Corporation's prior written approval; any</li> </ul>

S. No.	Particulars	Details
		<p>third-party use of the Licensed IP is limited to manufacturing/packaging or distributing.</p> <ul style="list-style-type: none"> <li>▪ The TLA also sets out a construct for the allocation of ownership of the Company’s improvements of the Licensed IP, which will depend on the specific nature of the relevant improvement. In general, the Company will own such improvements in the Territory and Whirlpool Corporation will own these in the Americas and China, with the position in respect of the rest of the world (i.e., outside of the Territory, the Americas and China), depending on the nature of the relevant improvement.</li> </ul> <p>- Under the TLA, each party’s liability for matters giving rise to liability in any calendar year (or after the TLA term) is generally capped at the royalties paid or payable for the preceding year, subject to customary exclusions and certain specified carve outs, and to customary de minimis and basket thresholds. For certain Company claims tied to identified product SKUs, Whirlpool Corporation’s cap for that claim increases by an additional amount, equal to five times the prior year royalties paid or payable for the affected SKUs.</p>
8.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship.	<p>Whirlpool Corporation indirectly owns fifty one per cent. (51%) of the shares in the Company, via its indirect wholly-owned subsidiary Whirlpool Mauritius Limited (i.e., the promoter of the Company).</p> <p>Accordingly, Whirlpool Corporation and Whirlpool Mauritius Limited (i.e., the promoter of the Company) form part of the same group.</p>
9.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”.	<p>Yes, the transaction is a related party transaction and the TLA has been negotiated and agreed on an arm’s length basis.</p> <p>Whirlpool Corporation and Whirlpool Mauritius Limited (i.e., the promoter of the Company) form part of the same group.</p> <p>The audit committee and board of directors of the Company have respectively approved the execution of the TLA on 16 October 2025.</p>
10.	In case of issuance of shares to the parties, details of issue price, class of shares issued.	NA

S. No.	Particulars	Details
11.	In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders/by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis.	NA
12.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Please refer to the disclosures set out at S. Nos. 3 to 9 above.  In addition, there will be no nominees appointed to the board of directors of the Company under the TLA.
13.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):  i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details of amendment and impact thereof or reasons for termination and impact thereof.	Upon the TLA becoming effective, the existing technical assistance and transfer agreement dated 13 May 2005 (as amended 1 April 2009) in place between Whirlpool Corporation and the Company, pursuant to which Whirlpool Corporation had licensed to the Company, on an intragroup basis, certain technical intellectual property relating to major domestic appliances for use within India, will, subject to the terms of the TLA, stand terminated and such intragroup agreement will be replaced in entirety by the TLA.

### Annexure 3

Details with respect to the Services Agreement under the Listing Regulations read along with the Master Circular are set out below:

S. No.	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered.	The Services Agreement has been executed between: (a) Whirlpool Asia LLP; and (b) Company.
2.	Purpose of entering into the agreement.	Pursuant to the Services Agreement, the Company has agreed to provide engineering, technical, advisory and support services (“ <b>Services</b> ”) to Whirlpool Asia LLP, from its research and development facility, ‘Global Technology and Engineering Centre’ in Pune, India (“ <b>GTEC</b> ”).
3.	Size of the agreement.	In consideration for provision of the Services by the Company, Whirlpool Asia LLP has agreed to pay service charges to the Company, comprising the actual costs incurred by the Company and a mark-up of eighteen (18%) (consistent with the period prior to the effective date of the Services Agreement) on such costs.
4.	Shareholding, if any, in the entity with whom the agreement is executed.	NA.
5.	Significant terms of the agreement (in brief), special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	<p>(a) The Services Agreement is effective from the date on which Whirlpool Corporation reduces indirect ownership in the Company below fifty per cent. (50%) and will remain in effect until 31 March 2029, with an option with Whirlpool Asia LLP to extend the term for a limited period of up to six (6) months.</p> <p>(b) In consideration for provision of the Services by the Company, Whirlpool Asia LLP has agreed to pay service charges to the Company, comprising the actual costs incurred by the Company and a mark-up of eighteen per cent (18%) on such costs.</p> <p>(c) In addition, Whirlpool Asia LLP has guaranteed a pre-agreed minimum service charge for each of the financial year during the term of the Services Agreement, except FY 2026. Such amount is calculated as a percentage of Reference Amount plus 18% markup over it. The Reference Amount is INR 186 Crore (i.e., equivalent to the cost incurred by the Company for delivering GTEC services during FY 2025); and the agreed percentages are (i) ninety five per cent. (95%) for the first financial year, i.e., FY 27 (ii) ninety per cent. (90%) for the second financial year,</p>

S. No.	Particulars	Details
		<p>i.e., FY 28 and (iii) eighty per cent. (80%) for the third financial year, i.e., FY 29 during the term of the Services Agreement. In case of earlier termination on account of material breach of the Services Agreement (other than on account of consistent failure to deliver the Services, for reasons not attributable to Whirlpool Asia LLP), Whirlpool Asia LLP has guaranteed a pre-agreed minimum service charge comprising of the 18% markup component for the entire Term (as adjusted for any markup already received by the Company).</p> <p>(d) Upon the expiry or termination of the Services Agreement: (i) the Company will no longer provide these services to Whirlpool Asia LLP and therefore, except as set out above, no longer receive service charges for the Services, and (ii) any termination costs associated with such event with respect to Services-related resources and third party contracts will be paid by Whirlpool Asia LLP. In addition, upon the expiry or termination of the Services Agreement, Whirlpool Asia LLP will have the right to hire the Services-related resources and purchase the Services-related assets of the Company.</p> <p>(e) The agreement includes standard terms, including but not limited to confidentiality, data protection, intellectual property, indemnity, limitation of liability, and dispute resolution.</p> <p>(f) No special rights such as appointment of directors, first right to share subscription or right to restrict any change in capital structure are granted under the Services Agreement.</p>
6.	Extent and the nature of impact on management or control of the listed entity	NA
7.	Details and quantification of the restriction or liability imposed upon the listed entity	<ul style="list-style-type: none"> <li>- The Company is required to provide GTEC services through March 31, 2029 (effective once WHR's indirect stake falls below 50%) at cost plus an 18% mark-up, maintain agreed service standards/assets, and comply with applicable laws.</li> <li>- Other than for liability arising out of or in connection with the Services Agreement for fraud, wilful misconduct, death or personal injury caused by its negligence, the Company's cumulative liability is capped at Indian Rupees Fifty One Crores (INR</li> </ul>

S. No.	Particulars	Details
		<p>51,00,00,000). Additionally, in relation to claims pertaining to any unauthorized use, disclosure, modification, distribution or exploitation of the Whirlpool Asia's proprietary data by any employees of WOIL working outside of GTEC, the Company's cumulative liability will be limited to Indian Rupees Fifty One Crores (INR 51,00,00,000).</p> <p>- Other than for liability arising out of or in connection with the Services Agreement for fraud, wilful misconduct, failure of Whirlpool Asia to make payments under the Agreement towards service charges (including pre-agreed minimum service charges) and termination costs, and third party claims from Services-related resources or in relation to infringement of third party intellectual property), Whirlpool Asia's cumulative liability is capped at Indian Rupees Fifty One Crores (INR 51,00,00,000).</p>
8.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship.	<p>Whirlpool Asia LLP is an indirect wholly owned subsidiary of Whirlpool Corporation. Whirlpool Corporation indirectly owns fifty one per cent. (51%) of the shares in the Company, via its indirect wholly-owned subsidiary Whirlpool Mauritius Limited (i.e., the promoter of the Company).</p> <p>Accordingly, Whirlpool Corporation, Whirlpool Asia LLP. and Whirlpool Mauritius Limited form part of the same group.</p>
9.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length".	<p>Yes, the transaction is a related party transaction, and the Services Agreement has been negotiated and agreed on an arm's length basis.</p> <p>The audit committee of WOIL and the board of directors of WOIL respectively approved the execution of the Services Agreement on 16 October 2025.</p>
10.	In case of issuance of shares to the parties, details of issue price, class of shares issued.	NA
11.	In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders/by the borrowers	NA

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
	for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis.	
12.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Please refer to the details set out at S. Nos. 3 to 9 above. In addition, there will be no nominees appointed to the board of directors of the Company under the Services Agreement.
13.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):  i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details of amendment and impact thereof or reasons for termination and impact thereof.	The annual services agreement dated 1 January 2025 between Whirlpool Corporation and the Company will be terminated with effect from the date on which the Services Agreement comes into effect, until when the said annual agreement will continue as per its existing terms.

#### Annexure 4

Details with respect to the TSA under the Listing Regulations read along with the Master Circular are set out below:

S. No.	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered.	The TSA has been executed between: (a) Whirlpool Corporation; and (b) Company.
2.	Purpose of entering into the agreement.	In connection with Whirlpool Corporation reducing its indirect ownership stake in the Company, the TSA provides for: (i) Whirlpool Corporation (or its affiliates) to provide certain transitional services to the Company and/or its affiliates on a temporary basis; and (ii) the Company (or its affiliates) to provide certain reverse transitional services to Whirlpool Corporation and/or its affiliates on a temporary basis, in each case to ensure business continuity and an orderly transition of operations.
3.	Size of the agreement.	<p>The size of the agreement will reflect the aggregate value of the transitional and reverse services to be provided under the TSA:</p> <ul style="list-style-type: none"> <li>- For services rendered by Whirlpool Corporation to the Company: <ul style="list-style-type: none"> <li>(a) Effective date till March 31, 2026 – Nil</li> <li>(b) April 1, 2026 to March 31, 2029 – US Dollars Three Million (USD 3,000,000) per annum.</li> </ul> </li> </ul> <p>For context, the value of free IT services alone, received by the Company in FY 2024-25 was US Dollars 3.7 Million (USD 3,700,000) (<i>as declared in the annual report of the Company for FY 2025</i>).</p> <ul style="list-style-type: none"> <li>- For services rendered by the Company to Whirlpool Corporation: <ul style="list-style-type: none"> <li>(a) Effective date of the TLA to March 31, 2026 - Amount calculated on a daily pro-rata basis from an annualized amount of US Dollars Four Million (USD 4,000,000) for the number of calendar days from the TSA's effective date until March 31, 2026. This is in line with the current services being rendered by the Company for FY 2024-25.</li> <li>(b) April 1, 2026 to March 31, 2027 – US Dollars One Million Seven Hundred Thousand (USD 1,700,000) per annum. This is on account of reduced services required by Whirlpool Corporation, for the said period. An extension for up to 2 (two) years could be requested, at the discretion of Whirlpool Corporation.</li> </ul> </li> </ul>

S. No.	Particulars	Details
4.	Shareholding, if any, in the entity with whom the agreement is executed.	NA
5.	Significant terms of the agreement (in brief), special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	<p>(a) The TSA is effective from the date on which Whirlpool Corporation reduces its indirect ownership in the Company below fifty per cent. (50%).</p> <p>(b) The TSA provides for provision of transitional services from Whirlpool Corporation to the Company, and reverse transitional services from the Company to Whirlpool Corporation, with detailed service descriptions, charges and terms set out in the schedules to the TSA. The intent is to have seamless and strong business continuity for both Whirlpool Corporation and the Company, to conduct their respective businesses smoothly.</p> <p>(c) The term of each service is specified in the schedules to the TSA, ranging from between three (3) months to three (3) years, with provisions for extension and early termination under certain conditions.</p> <p>(d) The agreement includes standard terms, including but not limited to confidentiality, data protection, intellectual property, indemnity, limitation of liability, and dispute resolution.</p> <p>(e) No special rights such as appointment of directors, first right to share subscription or right to restrict any change in capital structure are granted under the TSA.</p>
6.	Extent and the nature of impact on management or control of the listed entity	N.A.
7.	Details and quantification of the restriction or liability imposed upon the listed entity	<p>The TSA imposes certain contractual obligations on the Company, including <i>inter alia</i>:</p> <p>(i) Defined service scopes with agreed service level standards, cooperation and information-sharing obligations, third-party dependency/ consent mechanics, and confidentiality/ data-protection compliance. Services are time-bound per schedule (generally up to 36 months from the later of the Effective Date or 1 April 2026), with a one-time customer extension option of up to six months on one month's prior notice.</p> <p>(ii) Whirlpool Corporation's aggregate liability is capped at 100% of the Transitional Service Charges paid/payable in the 12 months after the Effective Date. WOIL's aggregate liability is capped at 100% of the</p>

S. No.	Particulars	Details
		Reverse Service Charges paid/payable to the Company in the 12 months after the Effective Date. Usual carve-outs apply, including for fraud, wilful misconduct, death/personal injury due to negligence, deliberate failure to provide contracted services, and payment of validly due charges and interest.
8.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship.	Whirlpool Corporation indirectly owns fifty one per cent. (51%) of the shares in the Company, via its indirect wholly-owned subsidiary Whirlpool Mauritius Limited (i.e., the promoter of the Company). Accordingly, Whirlpool Corporation and Whirlpool Mauritius Limited form part of the same group.
9.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”.	Yes, the transaction is a related party transaction but the TSA has been negotiated and agreed on an arm’s length basis. The audit committee and board of directors of the Company have respectively approved the execution of the TSA on 16 October 2025.
10.	In case of issuance of shares to the parties, details of issue price, class of shares issued.	NA
11.	In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders/by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis.	NA
12.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Please refer to the disclosures set out at S Nos. 3 to 9 above. In addition, there will be no nominees appointed to the board of directors of the Company under the TSA.

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
13.	<p>In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> <li>i. name of parties to the agreement;</li> <li>ii. nature of the agreement;</li> <li>iii. date of execution of the agreement;</li> <li>iv. details of amendment and impact thereof or reasons for termination and impact thereof.</li> </ul>	<p>Not applicable as of the date of this disclosure. Any future amendment or termination will be disclosed as required under the applicable regulations.</p>

### Annexure 5

Details with respect to the IP Assignment Deed under the Listing Regulations read along with the Master Circular are set out below:

S. No.	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered.	The IP Assignment Deed has been executed between: (a) Whirlpool Corporation; and (b) Company.
2.	Purpose of entering into the agreement.	Whirlpool Corporation has agreed to assign to the Company, the patent and design registrations and/or applications that Whirlpool Corporation owns within the relevant territory which relate to major domestic appliances, being 24 Indian patents and 8 Indian designs.  The parties do not believe that the Company owns any IP outside of the relevant territory. However, as a means of ensuring that this is in fact the case, the Company has agreed to assign any patents, designs and unregistered IP that it owns outside of the relevant territory (which the parties understand to be a null set) to Whirlpool Corporation.
3.	Size of the agreement.	The consideration that has been agreed for the assignment of the Indian patents and designs under the IP Assignment Deed is a nominal amount of US Dollars Twenty (USD 20, along with an additional amount of US Dollars Ten (USD 10) for each of the Design Confirmatory Assignment Deed and Patents Confirmatory Assignment Deed, which are to be filed with applicable offices within India for the purpose of recording such transfers.
4.	Shareholding, if any, in the entity with whom the agreement is executed.	NA
5.	Significant terms of the agreement (in brief), special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	The effective date of the IP Assignment Deed is 16 October 2025.  Further, no special rights are granted under the IP Assignment Deed.
6.	Extent and the nature of impact on management or control of the listed entity	N.A.

S. No.	Particulars	Details
7.	Details and quantification of the restriction or liability imposed upon the listed entity	The Company is responsible for stamp duty and related taxes/fees required to implement and record the assignments.
8.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship.	Whirlpool Corporation indirectly owns fifty one per cent. (51%) of the shares in the Company, via its indirect wholly-owned subsidiary Whirlpool Mauritius Limited (i.e., the promoter of the Company).  Accordingly, Whirlpool Corporation and Whirlpool Mauritius Limited form part of the same group.
9.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length".	Yes, the transaction is a related party transaction and the IP Assignment Deed has been negotiated and agreed on an arm's length basis.  Whirlpool Corporation and Whirlpool Mauritius Limited (i.e., the promoter of the Company) form part of the same group  The audit committee and board of directors of the Company have respectively approved the execution of the IP Assignment Deed on 16 October 2025.
10.	In case of issuance of shares to the parties, details of issue price, class of shares issued.	NA
11.	In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders/by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis.	NA
12.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Please refer to the disclosures set out at S Nos. 2 to 9 above.  In addition, there will be no nominees appointed to the board of directors of the Company under the IP Assignment Deed.
13.	In case of termination or amendment of agreement,	NA

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
	<p>listed entity shall disclose additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> <li>v. name of parties to the agreement;</li> <li>vi. nature of the agreement;</li> <li>vii. date of execution of the agreement;</li> <li>viii. details of amendment and impact thereof or reasons for termination and impact thereof.</li> </ul>	

## Annexure 6

Whirlpool Corporation (“**WHR**”), indirectly, through its wholly owned subsidiary, Whirlpool Mauritius Limited (“**Promoter**”) holds 64,704,633 (six crore forty-seven lakh four thousand six hundred and thirty-three) equity shares of the Company, having a face value of INR 10 (Rupees Ten) each, representing approximately 51% (fifty one percent) of the total equity share capital of the Company.

Given that, the Company has entered into various documents as disclosed above, the current Articles of Association of the Company (“**AoA**”) which contain certain provisions that are linked to WHR holding at least 51% (fifty one percent) shareholding in the Company including *inter-alia*: (i) the right of the Company to use the tradename “Whirlpool,”; and (ii) licensing arrangements relating to sharing of technical intellectual property, have become redundant. The AoA also include provisions concerning the appointment of nominee directors in connection with borrowings availed by the Company from ICICI Bank, which have now become redundant as the said borrowings have been repaid.

In view of the above background, subject to the approval of the Shareholders, the Company has approved to amend Articles 4, 4A and 108A of the AoA by way of deleting the said Articles in their entirety, as detailed below:

Article	Existing Article	Proposed Article
4.	The Company shall enter into a Financial and Technical Collaboration Agreement and a Technology Assistance Agreement with Whirlpool and such Agreements shall remain in force so long as Whirlpool holds atleast 51 per cent of the total equity shares of the Company.	Omitted.
4A.	<p>(1) The Company acknowledges the exclusive ownership, right, title and interest of Whirlpool in the trade name and that the Company is using the trade name “Whirlpool” in its company name only with the express written permission of Whirlpool on the condition that the said permission may be withdrawn by Whirlpool at any time upon the happening of any of the following events :</p> <p>(i) The share ownership of Whirlpool, together with its subsidiaries or affiliated companies, is reduced to less than fifty-one per cent (51%) of the total issued equity share capital of the Company for any reason whatsoever voluntarily or otherwise; or</p> <p>(ii) An order is made for winding up of the Company; or</p> <p>(iii) A receiver is appointed for the whole or any significant part of the assets or undertaking of the Company; or</p> <p>(iv) The Company, its capital or assets or any part of either of them or its management is taken over by any government or financial institution.</p> <p>(2) The Company shall forthwith, on receipt of notice in writing by Whirlpool, take steps to delete the trade name “Whirlpool” from its name and promptly obtain the necessary approvals for change of name. The Company shall not thereafter use the name “Whirlpool” or any name which is similar in appearance or sound to “Whirlpool” or any abbreviation thereof.</p> <p>(3) The Members of the Company hereby consent to the change of name of the Company as provided in this Article and undertake to exercise their voting rights for passing such resolutions as may be required for changing the name of the Company.</p>	Omitted.
108A.	Notwithstanding anything to the contained in these Articles, so long as any moneys remain owing by the Company to the Industrial Credit and Investment Corporation of India Limited (ICICI) hereinafter	Omitted.

Article	Existing Article	Proposed Article
	<p>referred to as "Corporation" out of any loans granted by it to the Company, the Corporation shall have a right to appoint from time to time, any person as Director (non-wholetime, which Director is hereinafter referred to as "Nominee Director") on the Board of the Company and to remove from such office any person so appointed and to appoint any other person in his place.</p> <p>The Board of Directors of the Company shall have no power to remove from office such Nominee Director. At the option of the Corporation such Nominee Director shall not be required to hold any share qualification in the Company Also at the option of the Corporation such Nominee Director shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee Director shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.</p> <p>The Nominee Director so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation, and the Nominee Director so appointed in exercise of the said power shall Ipso facto vacate such office immediately the moneys owing by the Company to the Corporation are paid off.</p> <p>The Nominee Director appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and Meetings of Committees of which the Nominee Director is member as also the minutes of such meetings. The Corporation shall also be entitled to receive all such notices and minutes.</p> <p>The Company shall pay to the Nominee Director sitting fees and expenses which the other Directors of the Company are entitled but if any other fees, commission, moneys or remuneration in any form is payable to the Nominee Director, the same shall accrue to the Corporation and shall accordingly be paid by the Company directly to the Corporation. Any Expenses that may be incurred by the Corporation or such Nominee Director in connection with his appointment shall also be paid or reimbursed by the Company to the Corporation, or as the case may be, to such Nominee Director.</p> <p>Provided that if any such Nominee Director is an Officer of the Corporation, the sitting fees, in relation to such Nominee Director shall also accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation.</p> <p>Provided also that in case the Company is not regular or there is default in the payment of instalment or interest, the Corporation shall have the right to appoint whole time Director (hereinafter referred to as Nominee Director) and in the event of the Nominee Director being appointed as whole time Director such Nominee Director shall exercise such powers and duties as may be approved by the Corporation and have such rights as are usually exercised or available to a wholetime Director, in the Management of the affairs of the Company such Nominee Director shall be entitled to receive such</p>	

Article	Existing Article	Proposed Article
	remuneration, fees, commission and moneys as may be approved by the Corporation.	

\*\*\*\*