Digit Buyer's Warranty and Indemnity Insurance Policy
Policy Wordings
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Contents

I. Recitals 2
II. Insuring Clause 2
III. Definitions 2
IV. Exclusions 5
V. Limit Of Liability 6
VI. Gross Up 6
VII. De Minimis 6
VIII. Retention 6
IX. Net Loss 7
X. Subrogation 7
XI. Notice Of Breach Or Third Party Demand 7
XII. Defence And Settlement 8
XIII. Conditions Precedent 9
XIV. Payment Of The Premium 10
XV. Further Obligations 10
XVI. Miscellaneous 10
XVII. Dispute Resolution 12
XVIII. Service Of Suit 12
Appendix A 12
Appendix B 13
Appendix C 13
Appendix D 14

I. Recitals

A. The Insured is seeking insurance to increase the protection available to the Insured pursuant to the Acquisition Agreement.
B. The Underwriters agree to provide such insurance subject to the terms and conditions of this Policy.
Now therefore the Underwriters agree with the Insured as follows:

II. Insuring Clause

The Underwriters shall indemnify the Insured for, or pay on its behalf, Loss, in excess of the Retention but not in excess of the applicable Limit of Liability, on account of a Breach or Third-Party Demand, provided that each such Breach or Third-Party Demand is first reported to the Underwriters in accordance with the terms of this Policy.

III. Definitions

The following terms whenever used in this Policy in boldface type shall have the meanings indicated:

A. **Acquisition Agreement** means the agreement stated in Item 4 of the Policy Schedule, an executed copy of which is attached as Appendix D. The Acquisition Agreement shall be deemed to include its respectives, exhibits or other attachments thereto.

B. **Actual Knowledge** means in relation to a person, the actual knowledge of that person and for the avoidance of doubt does not include any implied, constructive or imputed knowledge that may otherwise may be deemed to apply to that person (and further for the avoidance of any doubt, does not include any implied, constructive or imputed knowledge nor does it include any actual knowledge of any advisor or agents of the Insured), provided that, for the avoidance of doubt, the actual knowledge of the directors and officers of any person which is a corporate entity will be deemed to be the actual knowledge of such corporate entity.

C. **Affiliate** means any entity that, directly or indirectly and by reason of ownership or management, controls, is controlled by or is under common control with, the indicated entity.

D. **Breach** means any breach and/ or claim under clause of the Acquisition Agreement as mentioned in Policy Schedule, in each case in respect of any of the Insured Warranties, provided that for the purposes of this Policy:
   i. any notices, information, agreements, declarations, arrangements, understandings, undertakings, instruments, challenge, contracts, disputes, threats, consents, notifications, challenges, objections, commitments, proposals, demands, promises, allegations, indications, claims, obligations, rights or similar referred to in the Insured Warranties will only be covered if they are in writing;
   ii. [placeholder for any deemed amendments to the SPA required following underwriting].

E. **Business Day** has the meaning given to it in the Acquisition Agreement.

F. **Closing** has the meaning given to it in the Acquisition Agreement.

G. **Closing No Claims Declaration** means the no claims declaration executed on behalf of the Deal Team Members at Closing, a template copy of which is attached at Appendix C.

H. **Contamination** means any discharge, emission, seepage, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapours, soot, fumes, acids, alkalis, chemicals, hazardous substances, petroleum hydrocarbons, low level radioactive waste, microbial matter, legionella pneumophila, medical, infectious and pathological waste, waste materials, provided that such conditions are not naturally present in the environment in the concentration or amounts discovered.

I. **Consequential Loss** means any consequential, special or indirect Loss or damages including loss of goodwill, loss of business reputation, loss of future reputation or adverse publicity or damage to credit rating, but does not mean:
   i. loss which is direct loss of profits, direct loss of revenue or direct loss of production;
   ii. loss arising naturally and in the usual course of things from the relevant facts or circumstances giving rise to the Breach;
   iii. any diminution in the value of the Sale Shares; or
   iv. consequential loss or damage awarded against the Target Group pursuant to a final judgment by a court of competent jurisdiction or arbitrational panel in connection with the resolution of a Third-Party Demand.

J. **Corrupt Practices** means any form of actual or alleged breach or non-compliance with any law or similar obligation (including statutes, legislation, by-laws, regulations, directives, rules, codes, circulars, guidance, common law, notices, judgements, orders and decisions) and their respective interpretations by any authority concerning or

relating to anti-bribery, anti-corruption, anti-money laundering, anti-trust, competition, cartel, trading sanctions, economic sanctions, export control or similar matters.

K. **Coverage Spreadsheet** means the spreadsheet attached to this Policy as Appendix A.

L. **Cyber Event** means any of the following: (i) any intrusion in any computer used in the Target Group's business due to the failure of the security of the Target Group's computer system or however caused; or (ii) the physical theft of hardware controlled by the Target Group (or components thereof); or (iii) the theft of a password or network access code.

M. **Data Protection Legislation** means:
   i. GDPR;
   ii. any specific data protection legislation as mentioned in Policy Schedule applying to the Target Group and
   iii. any other applicable law (including any (a) statute, ordinance, rule or regulation; (b) order of any court, tribunal or any other judicial body; and (c) rule, regulation, statutory guideline or order of any public body, or any other administrative requirement) which is broadly equivalent to GDPR or which has as its objective the data protection and privacy for individuals as are applicable and relevant to the members of the Target Group.

N. **Data Room** means as mentioned in Policy Schedule.

O. **Deal Team Members** means as mentioned in mentioned in Policy Schedule.

P. **Defence Costs** means that part of Loss which constitutes reasonable fees, costs, disbursements and expenses incurred by the Insured or the Target Group in the investigation, negotiation, settlement, defence, compromise, prosecution or appeal of a Third Party Demand, provided that such fees, costs, disbursements and expenses were consented to by the Underwriters in writing (such consent not to be unreasonably withheld, conditioned or delayed) prior to being incurred (or are retrospectively approved by the Underwriters in accordance with this Clause). If the Underwriters' written consent cannot reasonably be obtained before Defence Costs are incurred, coverage of such Defence Costs will be provided retrospectively up to the amount as mentioned in Policy Schedule, in the aggregate,. Defence Costs do not include any remuneration or other compensation for officers, employees, or any other internal expenses, of the Insured (other than consultants or advisers specifically and exclusively retained in connection with the investigation, negotiation, adjustment, settlement, defence or appeal of any such Third-Party Demand).

Q. **Disclosed** means fairly disclosed in such a manner as to allow a reasonable purchaser to understand the nature and scope of the matter disclosed.

R. **Disclosure Letter** has the meaning given to it in the Acquisition Agreement.

S. **Due Diligence Reports** means as mentioned in Policy Schedule:

T. **Errors & Omissions** means any actual or alleged breach of duty, negligent act, error, omission, failure or misstatement, in the professional services performed by or on behalf of the Target Group and/or any product failures.

U. **Finance** Party means a financier, lender, or a security agent acting on behalf of a lender or lenders or financiers, of the Insured.

V. **GDPR** means the General Data Protection Regulation (Regulation (EU) 2016/679) and all decisions, orders, decrees and requirements of any authority in relation to the General Data Protection Regulation (Regulation (EU) 2016/679)or any similar legislation applicable in India.

W. **Governmental Authority** has the meaning given to it in the Acquisition Agreement.

X. **Inception Date** means the inception date of the Policy being the start date of the Policy Period.'

Y. **Insured** means the Insured stated in Item 2 of the Policy Schedule.

Z. **Insured Warranties** means the representations and warranties stated in Items 7.A., 7.B. and 7.C. of the Policy Schedule.

AA. **Limit of Liability** means the limit stated in Item 8 of the Policy Schedule.

BB. **Limitation Provisions** means clauses of the Acquisition Agreement as mentioned in Policy Schedule.

CC. **Loss** means the amount of monies which the Insured is or would be entitled to recover from the Seller pursuant to the Acquisition Agreement if the Limitation Provisions were disregarded, plus any Defence Costs resulting from a Third Party Demand, provided that Loss shall not include:

i. civil or criminal fines or penalties (but only to the extent that such fines or penalties are uninsurable by law);

ii. Consequential Loss, provided that this clause (ii) does not prevent recovery of loss by the Insured as contemplated in paragraphs (i) to (iv) of the definition of "Consequential Loss" in this Policy if such loss would otherwise have been recoverable from the Seller under the Acquisition Agreement as a consequence of a Breach; or

iii. injunctive, equitable or other non-monetary relief (except for Defence Costs related thereto) and the Underwriters shall not be obligated to seek, pursue or satisfy any non-monetary remedies.

DD. **No Claims Declarations** means the Signing No Claims Declaration and the Closing No Claims Declaration.

EE. **Policy** means this buyer side insurance policy including the Policy Schedule, Declarations, these terms and conditions and the attached Appendices.

FF. **Policy Period** means the relevant period of time stated in Item 3 of the Policy Schedule.

GG. **Pollutants** means any substance exhibiting any characteristic hazardous to the environment or having an adverse impact on the environment (which for the avoidance of doubt includes flora, fauna and humans), including but not limited to solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, soil, chemicals and waste materials, air emissions, odour, waste water, oil, oil products, infectious or medical waste, asbestos, asbestos products and any noise.

HH. **Pollution** means (i) any actual or alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of, any pollutants; or (ii) any regulation, order, direction or request to rest for, monitor, clean up, remove, contain, treat, detoxify or neutralised any Pollutants, or any action taken in contemplation or anticipation of any such regulations, order, direction or request.

II. **Premium** means the amount of premium stated in Item 11 of the Policy Schedule.

JJ. **Retention** means the amount stated in Item 10 of the Policy Schedule.

KK. **Seller** means the stated in Item 5 of the Policy Schedule.

LL. **Signing No Claims Declaration** means the no claims declaration executed on behalf of the Deal Team Members on the date of this Policy, a template copy of which is attached as Appendix B.

MM. **Specific Indemnities** means those matters referenced in the Acquisition Agreement and as per mentioned in Policy Schedule

NN. **Target Group** means the entity stated in Item 6. of the Policy Schedule and its Affiliates or any of them as the case requires.

OO. **Tax** has the meaning given to it in the Acquisition Agreement.

PP. **Third Party Demand** means any demand made or legal action brought against the Insured or Target Group by any person including for the avoidance of doubt any tax authority (other than (i) the Insured or any of its Affiliates, (ii) the Target Group or any of its Affiliates (iii) the Underwriters or any of their Affiliates (but only in its capacity as provider of this Policy) resulting from an actual Breach and in respect of which the resulting damages would constitute Loss.

QQ. **Title and Capacity Warranties** means the warranties set out in paragraphs of the Acquisition Agreement and as per mentioned in Policy Schedule.

RR. **Underwriters** means the entity stated in Item 1 of the Policy Schedule.

IV. Exclusions

The Underwriters shall not be liable to make any payment for Loss arising out of, relating to or to the extent it is increased by (and then only in relation to such increase):

A. any representations or warranties in the Acquisition Agreement marked as "Exclude" in the Coverage Spreadsheet or any Insured Warranty marked as "Partial Cover" in the Coverage Spreadsheet but only to the extent that such Loss arises out of or relates to that part of the Insured Warranty for which cover is not provided as described in the Coverage Spreadsheet;

B. any Breach:
   (i) of which any Deal Team Member had Actual Knowledge as of the later of (a) the Inception Date of this Policy; or (b) execution of the Signing No Claims Declaration or the Closing No Claims Declaration;
   (ii) if such Breach has been Disclosed in any of the following documents:
      a. the Acquisition Agreement
      b. the Disclosure Letter or the Disclosure Letter Supplement
      c. the data room
      d. the Due Diligence report

C. fraud or fraudulent misrepresentations by the Insured or any Deal Team Member

D. any covenant (or breach thereof, other than a breach of the covenant by which the warranties themselves are given), estimate or projection or forward looking statement;

E. amounts actually paid or required to be paid pursuant to any adjustment provisions as detailed in the Acquisition Agreement;

F. any underfunding or underpayment of, or withdrawal liability relating to, a pension plan, provident fund, gratuity, leave encashment, bonus, benefit plan or similar;

G. any Contamination or Pollution, hazardous waste, asbestos or environmental clean-up, including any bodily injury, property damage or diminution in third party property value from environmental waste including any dispute, collection, recover or counter claim relating to the properties owned or used by the Target Group;

H. the non-availability of any (i) tax relief, (ii) tax credits (including R&D tax credits) or (iii) tax losses (each a "**Relief**") in any member of the Target Group, whether arising as a result of the failure by the Target Group to obtain any relief, the failure or inability of any company to surrender any relief or losses to any member of the Target Group or otherwise

I. the application of transfer pricing legislation (including section 40A(2) of the Income Tax Act, 1961) or thin capitalisation legislation in respect of the Target Group or an inability of the relevant component of the Target Group to substantiate a transfer pricing policy to the relevant taxation authority;

J. any tax which is primarily the liability of a party other than a member of the Target Group, whether as a result of an election or otherwise, or which arises by virtue of a member of the Target Group being a member of a different tax group, but which is not referable to supplies, income or profits made by a member of the Target Group when it was a member of the Target Group;

K. based upon, arising from or in consequence of any failure or inability to collect debts or receivables owing to the Target Group**;**

L. Corrupt Practices

M. the non-payment or underpayment of any applicable Indian stamp duties or lack of due and correct registration of any document,

N. any breach or non-compliance with Data Protection Legislation

O. any Errors & Omissions

P. any product liability, product defect or product recall

Q. any business interruption, material operational change or negative trading impact caused by the novel coronavirus (including any resulting COVID-19 sickness) or any government or other regulatory response (including sanctions) thereto;

R. any Cyber Event;

S. any liabilities, losses, claims, costs or expenses arising in respect of any facts, matters or circumstances which are the subject of the Specific Indemnities;

T. placeholder for any further exclusions required following underwriting.

U. **War and Civil War Exclusion Clause**
Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

V. **Radioactive Contamination Exclusion Clause**
This Policy does not cover
(a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
(b) any legal liability of whatsoever nature,
directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

If only part of the Loss is excluded under this Clause IV, the Underwriters shall remain liable for that part of the Loss which is not so excluded.

V. Limit Of Liability

The Limit of Liability is the Underwriters' maximum aggregate limit of liability under this Policy for all Loss notified during the Policy Period. Once the Underwriters have paid Loss in an amount equal to the Limit of Liability, the Underwriters' obligations under this Policy shall be completely fulfilled and extinguished. The Retention is not part of the Limit of Liability.

VI. Gross Up

If the Insured is liable to pay tax (disregarding any tax relief available to the Insured) on any payment made to it pursuant to Clause II (whether such payment is made directly to the Insured or a payment made on its behalf to any third party), the amount of the Loss shall be treated as increased by such amount as will ensure that the Insured's net receipt after tax and any withholding or deduction is of any withholding or deduction.

VII. De Minimis

The Underwriters shall have no liability under this Policy for Loss (other than in respect of Loss relating to the Title and Capacity Warranties, where a nil De Minimis shall apply) until the De Minimis set forth in Item 9 of the Policy Schedule is exceeded at which point the Underwriters will be liable for the whole and not just the excess. Amounts arising out of or relating to the same or substantially similar set of facts and may be aggregated for purposes of reaching the De Minimis. For the avoidance of doubt, any liability the amount of which does not exceed the De Minimis (where applicable) shall be disregarded in calculating the aggregate amount of liabilities in respect of Loss and shall not count towards the Underwriters' Limit of Liability.

VIII. Retention

A. The Underwriters shall only be liable for Loss in excess of the Retention stated in Item 10 of the Policy Schedule, provided always that this Clause VIII shall not apply to any Loss relating to a Breach of any Title and Capacity Warranties. The Retention is an aggregate retention.
B. The retention (to the extent applicable) shall only be eroded by Loss (or the aggregate of all individual losses) for which the underwriters would be liable under this policy but for the Retention.
C. The Retention shall remain uninsured by a policy of insurance similar in scope to this Policy throughout the Policy Period.
D. In the event a Loss (or the aggregate amount of all individual Losses) exceeds the Retention (to the extent applicable) the Underwriters shall then be liable for the full amount of Loss which exceeds the Retention (up to the Limit of

Liability) in accordance with the terms of this Policy, provided always that this Clause VIII shall not apply to any Loss relating to a Breach of the Title and Capacity Warranties (Where nil Retention shall apply).

IX. Net Loss

The Underwriters' obligations under this Policy shall be net of any amounts actually paid to or recovered by the Insured or the Target Group including without limitation any tax savings or benefits actually received by the Insured that are specifically and directly attributed to any deduction, loss, credit or other tax benefit ("**Tax Credits**") resulting from or arising out of such Loss (provided that the obtaining of such Tax Credit shall only be treated as an amount which has been recovered to the extent that either (i) the Insured could reasonably be expected to be in a position to utilise such Tax Credits within the three financial years following such Tax Credits being received by the Insured; or (ii) the auditors of the Insured agree that the Tax Credits should be recognised as a deferred tax asset in the accounts of the Insured or a member of the Target Group).

X. Subrogation

A. If the Underwriters make any payment to the Insured under this Policy, the Underwriters shall be subrogated to (or may require the Insured to assign to the Underwriters) all of the Insured's rights of recovery against any person arising out of or relating to such payment other than any member of the Target Group. The Underwriters may require the Insured to procure that the Underwriters are subrogated to (or that the Underwriters have assigned to it) the rights of recovery of the Target Group against any person, other than (i) any member of the Target Group, or (ii) subject to the provisions of Clause X (B) below, any Seller, in each case arising out of or relating to such payment.

B. The Underwriters shall only be entitled to subrogate against the Seller if the payment under the Policy of Loss arose in whole or in part out of the Seller's fraud or dishonest misconduct.

C. The Insured shall, and to the extent possible shall cause their respective Affiliates to, execute all documentation reasonably required and take all reasonable steps to secure and further any subrogation or assignment rights under X.A. above. In no event shall the Insured or its respective Affiliates waive any rights that could affect any such subrogation or assignment.

D. Any amounts recovered by the Underwriters as a result of subrogation or assignment of rights shall be applied firstly to reimburse the Underwriters for any costs and expenses incurred in connection with such recovery, secondly to reimburse the Insured for any Loss borne by it in excess of the Limit of Liability under this Policy and which provided the basis for such subrogation or assignment recovery, thirdly to reimburse the Underwriters in respect of any Loss which the Underwriters have paid pursuant to this Policy and fourthly to reimburse the Insured in respect of any Loss which the Insured has retained under the Retention and which provided the basis for such subrogation or assignment recovery.

E. The Insured shall defend at their own expense, and be liable for, any counterclaim or third party demand asserted in connection with any assignment or subrogation claim pursued by the Underwriters, except to the extent such counterclaim or third party demand arises out of the same facts and allegations as the assignment or subrogation claim or would itself lead to a Breach in which event the Underwriters shall defend and indemnify the Insured with respect to such counterclaim or third party demand.

XI. Notice Of Breach Or Third Party Demand

A. The Insured shall deliver notice of a Breach or Third Party Demand (or of facts or circumstances that could reasonably be expected to give rise to a Breach or Third Party Demand) to the Underwriters at the address stated in Item 12 of the Policy Schedule signed by a director, an executive officer or other authorised signatory of the Insured as soon as reasonably practicable after the Chief Executive Officer, Chief Financial Officer or General Counsel of the Insured acquires Actual Knowledge of such Breach or Third Party Demand (or of facts or circumstances that could reasonably be expected to give rise to a Breach or Third Party Demand), and in any event during the Policy Period or within number of Business Days as mentioned in Policy Schedule, after the end of the Policy Period; provided that, a delay or failure in delivering notice to the Underwriters will not affect the Underwriter's obligations or the Insured's rights hereunder unless, and to the extent, such delay actually prejudices the Underwriter's interests or to the extent that Loss is increased by such delay. For the avoidance of doubt, the Insured shall deliver such notice in each such instance regardless of whether the matters described in such notice will, or are reasonably expected to, give rise to Loss that is within the Retention.

B. Notice of a Breach or Third-Party Demand (or of facts or circumstances that could reasonably be expected to give rise to a Breach or Third Party Demand) shall describe, to the Insured's knowledge in reasonable detail and to the extent then known and in view of the relevant information that is available, the basis of the Breach or Third Party Demand and the Insured's good faith estimate of the actual or expected amount of Loss. Subject to compliance with this Clause XI.B., such Notice of a Breach of Third Party Demand (or of facts or circumstances that could reasonably be expected to give rise to a Breach or Third Party Demand) shall not be invalid for failing to provide all necessary facts and circumstances and other details of the basis of the Breach or Third Party Demand.

C. A deficiency (or alleged deficiency) in the content or timing for delivery of a notice of a Breach or Third Party Demand (or of facts or circumstances that could reasonably be expected to give rise to a Breach or Third Party Demand)

required under this Clause XI shall not preclude, limit or otherwise relieve the liability of the Underwriters for the relevant Loss to which such notice relates, except to the extent that the Loss could reasonably expected to have been able to be mitigated had the notice been delivered absent such deficiency.

D. As soon as reasonably practicable but in any case within number of Business Days as mentioned in Policy Schedule, of the Underwriters receiving notice of a Breach or Third Party Demand (or of facts or circumstances that could reasonably be expected to give rise to a Breach or Third Party Demand) the Underwriters shall respond in writing by acknowledging or denying coverage for the Loss claimed or, if the Underwriters are not in a position to determine whether (or the extent to which) the Loss is covered by this Policy, by requesting such additional information as it may reasonably require from the Insured. Where the Underwriters have denied the Loss claimed for or the claimed erosion of the Retention, the Underwriters shall include with such denial the reasons for that denial and a specific reference to the relevant provisions of the Acquisition Agreement or of this Policy in sufficient detail to allow the Insured to assess the denial of coverage. Where the Underwriters have responded to any notice of a Breach or Third Party Demand (or of facts or circumstances that could reasonably be expected to give rise to a Breach or Third Party Demand) delivered to the Underwriters by the Insured by acknowledging liability for the claimed Loss, and the quantum of such Loss has been agreed, the Underwriters shall make due payment as soon as is reasonably practicable and in any event no later than number of Business Days as mentioned in Policy Schedule ,after it has confirmed acknowledgement of such Loss.

E. All notices under any provision of this Policy must be made in writing and delivered to the applicable party by prepaid express courier, certified mail or electronic mail. Notices given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee to the respective address set forth below (or at such other address for a party as shall be specified by similar notice).

(i) If to the Insured: Address and contact details as mentioned in Policy Schedule

With a copy to: Intermediary: Address and contact details as mentioned in Policy Schedule

(ii) If to the Underwriters:

i. Website: www.godigit.com
ii. Toll Free: 1800 258 4242
iii. E-mail: Hello@godigit.com
iv. Courier: Go Digit Non-Motor (Liability) Claims Team, Corporate office: Atlantis, 95, 4th B Cross Road, Koramangala Industrial Layout, 5th Block, Bengaluru, Karnataka 560095

With a copy to: Reinsurer Address as mentioned in policy Schedule

(iii) And for information purposes only to Reinsurance Broker

F. If during the Policy Period or within number of Business Days as mentioned in Policy Schedule, after the end of the Policy Period the Insured gives Underwriters notice of facts or circumstances that could reasonably be expected to give rise to a Breach or Third Party Demand, then the ensuing Breach or Third Party Demand shall be deemed to have been reported to the Underwriters within the Policy Period, but only if such ensuing Breach or Third Party Demand is reported to the Underwriters as soon as is reasonably practicable. Such notice shall comply with Clauses XI (B), XI (C) and XI (D).

XII. Defence And Settlement

A. The Underwriters have no duty to defend the Insured under this Policy with respect to any Third-Party Demand or otherwise.

B. If the Insured requests in writing, the Underwriters shall, subject to the De Minimis and provided that the Retention has been fully exhausted, reimburse the Insured within number of business days as mentioned in Policy Schedule, after the end of each calendar quarter for Defence Costs incurred and billed during such calendar quarter, notwithstanding that the Third-Party Demand may not have been settled or finally determined.

C. If the Insured does not consent to a settlement, compromise or discharge recommended by the Underwriters (acting reasonably) and which is acceptable to the relevant third party in respect of a Third Party Demand, the Insured shall not be prevented from defending the Third Party Demand further, but the Underwriters' liability under this Policy for such Loss shall not exceed the amount the Underwriters would have paid if such settlement, compromise or discharge had been made as recommended plus Defence Costs incurred up until that point.

D. Provided, and to the extent that this is within the Insured's control and is permitted under applicable laws and regulations, the Underwriters shall be entitled to participate fully (at their own cost and expense) in the defence, negotiation and settlement of any Breach or Third Party Demand that may reasonably be expected to give rise to a claim under this Policy. The Insured shall, so far as the Insured is lawfully able and to the extent within its power, control and ability to do so:

a) Not settle, compromise or discharge any Breach or Third-Party Demand without prior consultation with and the prior written consent of the Underwriters (such consent not to be unreasonably withheld, conditioned or delayed);
b) to the extent reasonably practicable and permitted under applicable laws and regulations, provide the Underwriters with copies of all relevant correspondence, pleadings (and other documents relevant to any arbitration) and other documents or information received or made by the Insured that relate to the Breach or Third Party Demand (at the Underwriters' sole cost and expense) and to the extent possible afford the Underwriters reasonably sufficient time in which to review and comment on such documentation, provided the Underwriters shall, to the extent permitted under applicable laws and regulations and reasonably practicable, ensure and preserve the privilege and confidential status of any information shared in connection with this Policy;
c) to the extent permitted under applicable laws and regulations and reasonably practicable, permit the Underwriters (at the Underwriters' sole cost and expense) to reasonably examine and take extracts from the books, records, data and other information of the Insured and the Target Group that are relevant to the Breach or Third Party Demand and grant the Underwriters reasonable access (with reasonable advance written notice being given to the Insured) to the Insured's and the Target Group's representatives for interviews and witness statements during normal business hours and in reasonable locations and without undue interruption of the Target Group;
d) to the extent permitted under applicable laws and regulations and reasonably practicable, keep the Underwriters reasonably informed of proposed meetings with the Target Group or the Seller or any other relevant third party in connection with any Breach or Third Party Demand and where the Underwriters reasonably request in writing, allow the Underwriters to attend such meetings and, where it is impractical for the Underwriters to attend and where the Underwriters so request in writing provide a written description to the Underwriters of the outcome of meetings and material discussions to which the Underwriters were not present; and
e) to the extent permitted under applicable laws and regulations and reasonably practicable, at the Underwriters' sole cost and expense, provide the Underwriters with such other information and assistance (with any assistance reasonably necessitating the incurrence by the Underwriters of reasonable third party external costs to be at the Underwriters' cost and not form part of Loss) in connection with any Breach or Third Party Demand as the Underwriters may reasonably request in writing.

The Underwriters shall cooperate in good faith with the Insured to preserve the privileged status of any correspondence, pleading or other document provided pursuant to this Clause XII(D). Any privileged or protected information or materials need not be provided to the Underwriters unless and until the privileged or protected status of such information and materials can reasonably be assured.

Any inadvertent failure to comply with this Clause XII shall not relieve the Underwriters of their obligations under this Policy except to the extent the Underwriters are adversely affected thereby.

XIII. Conditions Precedent

It shall be a condition to coverage under this Policy that:

i. Closing occurs under the Acquisition Agreement before the Longstop Date (as that term is defined under the Acquisition Agreement) in accordance with clause of the Acquisition Agreement as mentioned in Policy Schedule , without any waiver or amendment of the parties' obligations in clauses and Schedules of the Acquisition Agreement as mentioned in Policy Schedule unless the Underwriters have given prior written consent to such waiver or amendment (such consent not to be unreasonably withheld, conditioned or delayed, and the Underwriters confirm that they will not withhold consent for changes which do not adversely affect them, or in the opinion of the Underwriters, acting reasonably, is unlikely to adversely affect them in any material respect). If the Underwriters' consent is sought by the Insured under this Clause XIII(i) to an amendment to or waiver of such obligations and the Underwriters do not respond to the Insured's request in writing within number of Business Days as mentioned in Policy Schedule of receipt of the Insured's request, the Underwriters' will be deemed to have granted their consent to the requested amendment or waiver;
ii. delivery to the Underwriters of an electronic copy of the duly executed Signing No Claims Declaration occurs within number of Business Days as mentioned in Policy Schedule of the Inception Date; and
iii. delivery to the Underwriters of an electronic copy of the Closing No Claims Declaration occurs within number of Business days as mentioned in Policy Schedule of Closing;
iv. Any compromise/settlement between the Insured and the Seller with respect to the Acquisition Agreement shall require prior approval of the Underwriters.

If any of the foregoing conditions are not fully met on or before the stipulated timeframe the Underwriters shall be entitled to terminate this Policy by written notice to the Insured, in which case the Underwriters shall have no liability under this Policy in respect of any Loss or otherwise and the Underwriters shall refund the Premium (if received).

XIV. Payment Of The Premium

The Insured shall pay the Premium to the Underwriters in cleared funds as a condition precedent to the parties entering into this Policy.

XV. Further Obligations

A. Maintenance of Records

The Insured shall procure to the extent reasonably possible that the Target Group maintains appropriate insurance cover for the operation of the Target Group as in line with market standard for a business of the same size and type as the Target Group. The Underwriters are not liable for Loss to the extent that it is actually recovered (the Insured having made reasonable endeavours to make such recovery) and actually paid under such other insurance policies of the Target Group. The cover provided under this Policy is excess over any other applicable insurance cover taken out by the Insured or the Target Group (including any existing insurance policies as at the Inception Date).

B. Mitigation

The Insured shall, and to the extent possible shall cause its Affiliates (including, for the avoidance of doubt, the Target Group) to, take all reasonable action necessary or reasonably advisable, as though it was uninsured, to mitigate any Loss or potential Loss. Notwithstanding the foregoing, (i) if such Loss or potential Loss cannot be mitigated after the Insured has taken all such reasonable action to mitigate, the rights of the Insured to recover for Loss under this Policy shall not be reduced, limited or prejudiced, and (ii) the Insured shall not be required or obligated to seek recovery or recourse under the Acquisition Agreement in respect of any Breach.

C. Other Insurance

The Insured shall procure to the extent reasonably possible that the Target Group maintains appropriate insurance cover for the operation of the Target Group as in line with market standard for a business of the same size and type as the Target Group. The Underwriters are not liable for Loss to the extent that it is actually recovered (the Insured having made reasonable endeavours to make such recovery) and actually paid under such other insurance policies of the Target Group. The cover provided under this Policy is excess over any other applicable insurance cover taken out by the Insured or the Target Group (including any existing insurance policies as at the Inception Date).

D. Preservation of Rights

Unless clearly inconsistent with the other terms of this Policy, the Insured shall, to the extent permitted by applicable laws and regulations, use reasonable efforts following Closing to (i) preserve all rights against any other person in respect of any Loss and (ii) to preserve the Underwriters' subrogation rights with respect thereto.

E. Failure to Comply

Any inadvertent failure to comply with Clauses XV (A), (B) or (C) above shall not relieve the Underwriters of their obligations under this Policy, except to the extent the Underwriters are adversely affected thereby.

F. Acquisition Agreement

The Acquisition Agreement shall not be amended or assigned nor shall the Insured give or accept any consent or waiver under it without obtaining in each case the prior written consent of the Underwriters (such consent not to be unreasonably withheld, conditioned or delayed), provided that, the Underwriters agree that it would be unreasonable for it to withhold, condition or delay its consent to an amendment, assignment, consent or waiver where such waiver or amendment does not adversely impact, or in the opinion of the Underwriters (acting reasonably) would be unlikely to adversely impact, the Underwriters' rights or liability under this Policy, provided that if the Underwriters' consent is sought by the Insured under this Policy to such an amendment, assignment, consent or waiver and the Underwriters do not respond to the Insured's request in writing within number of Business Days as mentioned in Policy Schedule, of receipt of the Insured's request, the Underwriters will be deemed to have granted their consent to such amendment, assignment, consent or waiver.

Notwithstanding the foregoing or anything to the contrary under this Policy, the Insured may assign (or consent to the assignment of) all or part of any Acquisition Agreement to any Affiliate of the Insured without the prior consent of the Underwriters but will provide written notification to the Underwriters of any such assignment

G. Data Room

The Insured shall deliver to the Underwriters the Data Room in the form of a download link within number of Business Days as mentioned in Policy Schedule of Closing.

XVI. Miscellaneous

A. Reimbursements

i. The Insured shall reimburse to the Underwriters any amount paid by the Underwriters in connection with this Policy:
   a. which is agreed or determined by an arbitrator or court did not constitute Loss or should not otherwise have been paid under this Policy; or
   b. which the Insured or its respective Affiliates subsequently recover from any insurance or other source (other than in respect of this Policy), but only if and to the extent that such amount reduces the amount of Loss actually

suffered for which the payment to the Insured by the Underwriters was made (less any liability to Tax incurred or payable in respect of such recovery).

ii. Upon payment of such reimbursement, the unexhausted Limit of Liability under the Policy shall be restored accordingly.

iii. Any such reimbursement shall be made promptly but in no event later than number of Business Days as mentioned in Policy Schedule after such agreement, determination, or receipt.

B. Premium

The Premium shall be fully earned at Inception.

C. Interpretation

(i) The headings of this Policy are for convenience only and form no part of the interpretation of the terms and conditions of this Policy.

(ii) Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include corporations, partnerships, limited liability companies and other unincorporated associations.

(iii) The word "including" or similar expression in this Policy shall be deemed to mean "including without limitation".

(iv) References in this Policy to the "Declarations", a "Clause" or an "Appendix" shall mean the Declarations, a Clause or an Appendix of or to this Policy unless otherwise stated.

D. Cancellation

This Policy may not be cancelled by the Insured or the Underwriters except as provided for in Clause XIII.

E. Assignment

The Insured may not assign any of its rights or interest or transfer its obligations under this Policy without the prior written consent of the Underwriters, such consent not to be unreasonably withheld conditioned or delayed, provided that this Policy may be assigned without such consent by the Insured to: (i) an Affiliate of the Insured, or (ii) a subsequent purchaser by merger or stock acquisition or sale of all or substantially all of the assets of the Insured or any of its Affiliates or (iii) to a Finance Party by way of granting of security or providing collateral provided that the Insured notified the Underwriters of such assignment within number of Business Days as mentioned in Policy Schedule

Subject to applicable laws and regulations, the Underwriters may only assign their obligations hereunder to its Affiliate which has the same or better credit rating than that of the Underwriters at the time of such assignment and shall notify the Insured in writing of such assignment or transfer as soon as practicable.

F. Amendment and Waiver

No term of this Policy may be amended or waived without a prior written endorsement or other instrument duly executed between the Underwriters and the Insured.

G. Counterparts

This Policy may be executed in any number of counterparts. Each of the executed counterparts, when exchanged or delivered (via original or electronic copy), shall be deemed to be an original but, taken together, shall constitute one agreement. This Policy shall not come into effect until it has been executed by the Underwriters and the Insured.

H. Invalidity

If any provision of this Policy is or becomes invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of any other provision shall not be affected or impaired in any way.

I. Confidentiality

The Insured and the Underwriters shall keep this Policy and details of any dispute relating to it confidential except as required by law, regulation or regulatory authority. The Insured shall not disclose this Policy to any third party other than the Seller and the Target Group, the Insured's Affiliates and professional advisors, and any actual or prospective finance provider to the Insured or any of the Insured's Group Companies, except as required by law, regulation or regulatory authority, as necessary to support a claim or defence in litigation between the Underwriters and the Insured or as otherwise agreed in writing by the Underwriters or the Insured, as applicable. This Clause shall survive termination of the Policy.

J. Entire Agreement

This Policy constitutes the entire agreement between the Underwriters and the Insured concerning the subject matter of this Policy and supersedes any and all previous agreements, oral or written, between the Underwriters and/or its Affiliates on the one hand and the Insured and/or its respective Affiliates on the other hand, concerning the subject

matter of this Policy. Nothing in this Clause shall exclude or limit any liability or any right which any party may have in respect of any statements made fraudulently or dishonestly prior to the date of this Policy.

K. Third Party Rights

No term of this Policy is enforceable under the applicable legislation mentioned in the Policy Schedule by any person other than the Insured and the Underwriters.

L. Choice of Law

This Policy shall be governed by and construed in accordance with the prevailing laws of the Country as mentioned in Policy Schedule without regard to the authorship of the language and without any presumption in favour of any party and without reference to conflicts-of-laws principles that would require or allow the application of the law of any other jurisdiction. For the purposes of this Policy, the Acquisition Agreement shall be interpreted under the laws of the jurisdiction chosen therein or, where no jurisdiction is so chosen, without reference to conflict-of-laws principles that would require or allow for the application of the law of any other jurisdiction. Any retrospective change in applicable law will not be covered unless specifically agreed by Underwriters.

M. Sanctions

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

XVII. Dispute Resolution

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

XVIII. Service Of Suit

Subject to Clause XVII (*Dispute Resolution*), it is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters at the request of any person or entity insured hereunder will submit to the jurisdiction of any court of competent jurisdiction within the country as mentioned in the policy schedule and will comply with all requirements necessary to give such court jurisdiction. Subject to Clause XVII (*Dispute Resolution*), nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any court of competent jurisdiction in the country as mentioned in the policy schedule, to remove an action to the court, or to seek a transfer of a case to another court as permitted by the laws of the country as mentioned in the Policy schedule. It is further agreed that service of process in such suit may be made upon General Counsel at address as mentioned in the Policy Schedule, or his or her representative, and that in such suit instituted against any one of the Underwriters upon this Policy, Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

Appendix A

Coverage Spreadsheet

Appendix B

Signing No Claims Declaration

Go Digit General Insurance Limited,

Atlantis, 95, 4th B Cross Road, Koramangala Industrial Layout, 5th Block,

Bengaluru, Karnataka 560095

Re: **Project Purpose Policy No. [insert] - Signing No Claims Declaration**

Dear Sirs:

On behalf of the Insured, I acknowledge this Signing No Claims Declaration is required to be given in relation to the Warranty and Indemnity Insurance Policy, Policy No. [insert] issued by Underwriters to the Insured. Capitalised and/or bolded terms in this Signing No Claims Declaration shall have the respective meanings assigned to them in the Policy.

On behalf of the Insured, I hereby declare as follows as at the Inception Date:

having read and understood the Due Diligence Reports, I do not have Actual Knowledge of a Breach or Third Party Demand or of any facts, matters or circumstances which would reasonably be expected to give rise to a Breach or Third Party Demand; and

so far as I am aware having made due enquiry of the other Deal Team Members, no Deal Team Member has, as at the date hereof, having read and understood the Due Diligence Reports, Actual Knowledge of a Breach or Third Party Demand or of any facts, matters or circumstances which would reasonably be expected to give rise to a Breach or Third Party Demand.

Sign Name: _____

Print Name: _____

Date: _____

Received on behalf of the Underwriters

Date

Appendix C

Closing No Claims Declaration

Go Digit General Insurance Limited,

Atlantis, 95, 4th B Cross Road, Koramangala Industrial Layout, 5th Block,

Bengaluru, Karnataka 560095

Re: **Project Purpose Policy No. [insert] - Closing No Claims Declaration**

Dear Sirs:

On behalf of the Insured, I acknowledge this Closing No Claims Declaration is required to be given in relation to the Warranty and Indemnity Insurance Policy, Policy No. _____ issued by Underwriters to the Insured. Capitalised and/or bolded terms in this Closing No Claims Declaration shall have the respective meanings assigned to them in the Policy.

On behalf of the Insured, I hereby declare as follows as at the Inception Date:

other than as already disclosed to the Underwriters, having read and understood the Due Diligence Reports I do not have Actual Knowledge of a Breach or Third Party Demand or of any facts, matters or circumstances which would reasonably be expected to give rise to a Breach or Third Party Demand; and

so far as I am aware having made due enquiry of the other Deal Team Members, no Deal Team Member has, as at the date hereof, having read and understood the Due Diligence Reports, Actual Knowledge of a Breach or Third Party Demand or of any facts, matters or circumstances which would reasonably be expected to give rise to a Breach or Third Party Demand.

Sign Name: _____

Print Name: _____

Date: _____

Received on behalf of the Underwriters

Date

Appendix D

Acquisition Agreement

Endorsements Wordings

Cyber Risks Endorsement

This Policy does not contain a specific Cyber Act or Cyber Incident exclusion. Therefore, any insured loss arising from a Cyber Act or Cyber Incident which results in or constitutes a breach of an insured representation, warranty or condition of the insured agreement shall, subject to all of the terms, conditions, endorsements and exclusions of this Policy, be covered under this Policy. Nothing in this clause shall limit coverage in respect of any loss that is otherwise covered under this Policy.

Definitions

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the target entity in respect of the insured agreement or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.