

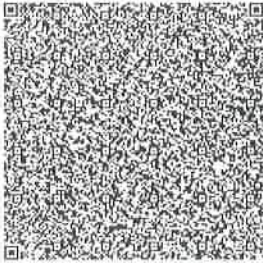


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INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No.	: IN-KA17168567005744P
Certificate Issued Date	: 13-Oct-2017 09:41 AM
Account Reference	: NONACC (FI)/ kacrsf108/ KORAMANGALA1/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL0883968736250242P
Purchased by	: GO DIGIT GENERAL INSURANCE LIMITED
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GO DIGIT GENERAL INSURANCE LIMITED
Second Party	: NA
Stamp Duty Paid By	: GO DIGIT GENERAL INSURANCE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



-----Please write or type below this line-----

This Stamp paper forms an integral part of Service Agreement entered between Go Digit Infoworks Services Private limited and Go Digit General Insurance Limited.



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SERVICE AGREEMENT

This agreement (the "Agreement") is made on this 1st day of May 2018 ("Effective Date") by and between:

Go Digit Infoworks Services Private Limited (formerly known as Oben Services Private Limited), a company incorporated and registered under the Companies Act, 2013 having its office at Atlantis, 95, 4th B Cross Road, Koramangala Industrial Layout, 5th Block, Bengaluru - 560095, hereinafter referred to as the "Service Provider" (which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) OF THE ONE PART;

AND

Go Digit General Insurance Limited (formerly known as Oben General Insurance Limited), a company incorporated and registered under the Companies Act 2013 and having its office at Atlantis, 95, 4th B Cross Road, Koramangala Industrial Layout, 5th Block, Bengaluru - 560095 hereinafter referred to as the "Client" (which term, unless it is repugnant to the context or meaning thereof, shall mean and include its successors-in-interest, and permitted assigns) THE OTHER PART;

The Service Provider and the Client are hereinafter referred to individually as "Party" and collectively as "Parties".

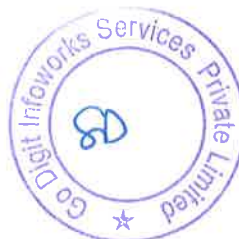
WHEREAS

- A. The Service Provider, among others, is engaged in the business of providing (i) development and consultancy services in all areas of information technology, and (ii) support services including IT support etc.
- B. The Client, is an insurance company registered under Insurance Act, 1938 for carrying on general insurance business.
- C. Client is desirous of engaging the services of the Service Provider in accordance with the terms of this Agreement. This Agreement consists of the general terms and conditions, which apply to the relationship and govern the basic expectations of both Parties.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Services

- a) The Service Provider wishes to provide and the Client wishes to avail the following services
 - i) Software implementation and installation services;
 - ii) Software value added services i.e. building upon standard software and customising it as per the needs/requirements of the Client's business;
 - iii) Cloud computing services:
 - Platform as a service - provide a platform allowing the Client to develop, run, and manage applications
 - Software as a service - Licensing of software on a subscription basis which would be centrally hosted
 - iv) Infrastructure support services i.e. managing / monitoring of applications / servers / data base etc., on need basis;
 - v) Perform robotic process automation services i.e. automation of clerical process; and
 - vi) On-demand services as may be required by the Client from time to time



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- b) Client shall cooperate fully with Service Provider as reasonably necessary for Service Provider to perform its obligations under this Agreement including, without limitation, by Client providing prompt access to Client personnel and technical resources as reasonably requested by Service Provider.

2. Service Fees

- a) In consideration of the services to be rendered by the Service Provider under this Agreement, the Client agrees to pay a service fee equal to the Total Costs incurred by the Service Provider plus an arm's length mark up of 18.43%. The appropriateness of this mark-up will be reviewed periodically.

Total Cost shall include all costs attributable to rendering of services, whether direct or indirect, including all costs of personnel, travel and equipment, all expenses to third parties and all related overhead expenses.

- b) Client shall be responsible for payment of all applicable taxes, duties or charges of any kind imposed by any governmental entity or authority for products and services provided under this Agreement including goods and service tax at the applicable rates.
- c) The Client shall deduct income tax at source on the service fee, as applicable from time to time, under the applicable laws and rules and regulations promulgated thereunder and any other statutory deduction/s as may be applicable, and issue appropriate certificates in accordance with applicable law in force.
- d) The Service Provider shall raise invoice(s) on a monthly basis along with supporting / proofs, in respect of the services provided under this Agreement.
- e) The Client shall settle all invoices on or before 30 days from the date of receipt of invoice by the Client. In case, invoices are not settled within the aforementioned period, Service Provider shall be entitled to charge, and the Client shall be obligated to pay, interest, accruing daily from the due date to the date of actual payment (both dates inclusive), on any overdue amounts under this Agreement at the rate of 12% per annum.

3. Term & Termination

- a) This Agreement shall commence from the effective date mentioned herein above at the start of this Agreement and shall continue until terminated by either Party as provided in this Agreement.
- b) Either Party shall have the right to terminate this Agreement, for any reason, at any time upon providing the other Party with 60 (Sixty) days' prior written notice.
- c) Upon termination of this Agreement, the Client shall immediately pay to the Service Provider all unpaid amounts due/accrued under this Agreement for the work that has been performed/ completed by the Service Provider as per the Agreement.
- d) The Client's obligation to pay for services performed by the Service Provider, shall survive any expiry or termination of this Agreement.
- e) Upon any termination (Of this Agreement in its entirety) other than as a result of a material breach by Client, Service Provider shall provide all Work Product (refer clause 6), as they then exist, to Client within 10 (Ten) days' of Service Provider's receipt of all amounts then payable by Client.

4. Warranties and Representations

- a) The Service Provider represents and warrants that:
- i) It has the ability and skills to perform the services;
- ii) It will perform the services in a professional and timely manner consistent with industry standards;
- iii) It has the power to enter into and perform this Agreement and that the person(s) signing this Agreement on behalf of Service Provider is /are duly authorized to sign the Agreement;



- iv) The Service Provider agrees to remedy errors informed by the Client within the mutually agreed timelines without any additional cost to Client; and
- v) It shall be responsible for compliance with all applicable legislation, regulations and judicial actions, as now or as may become effective, to which it is subject.

The Service Provider makes no other warranties of any kind with respect to the services.

b) The Client represents and warrants that:

- i) It has the power to enter into and perform this Agreement and that the person(s) signing this Agreement on behalf of the Client is /are duly authorized to sign the Agreement;
- ii) It has the right to give to Service Provider the data and rights set forth in this Agreement;
- iii) The Client shall inform the Service Provider about possible errors or deficiencies in regard to the services within ten (10) days or any other mutually agreed period, following their discovery by the Client;
- iv) The Service Provider shall not be held liable for any defects, which were caused due to incomplete or inaccurate information provided by the Client; and
- v) It shall be responsible for compliance with all applicable legislation, regulations and judicial actions, as now or as may become effective, to which it is subject. In no event shall Service Provider be responsible to ensure that the Work Product, including but not limited to, deliverables, are in compliance with any laws, regulations, and/or judicial actions which govern Client's business and/or use of such provided Work Product, and Client shall have sole responsibility for all such compliance.

5. Confidentiality

- a) The Parties acknowledges and agrees that all tangible and intangible information, including but not limited to information regarding whether written or oral (oral information which has been informed to be confidential and reduced in writing within 30 days from such disclosure shall only qualify as confidential information), that is not known by, or generally not available to, the public at large and that concerns the business, financial affairs or technology of the Disclosing Party or is pertaining to any of its customers, or other information revealed, obtained, or developed in the course of or in connection with the performance of their obligations under this Agreement shall be considered as confidential information and shall not be disclosed to any third Party, without prior written consent of the Party disclosing the Information, and shall not be used for any purpose other than to fulfill the requirements of this Agreement.

Provided however, that each Party may use, disseminate internally (and to Service Provider's subcontractors as provided for under this Agreement), and copy any such other Party's confidential information solely to the extent necessary for its respective performance under this Agreement.

- b) Either Party's obligations of confidentiality shall not apply to any of the confidential information which and to the extent that:
 - i) such disclosure is required by any law;
 - ii) such disclosure is required by any competent regulatory or government body to which the Party is subject or submits;
 - iii) the information is publicly available without restriction and without any fault of Receiving Party;
 - iv) the information was already in the possession of receiving Party prior to disclosure by Disclosing Party, which Receiving Party can demonstrate, by its written records;



- v) the information is received by Receiving Party from a source other than Disclosing Party without a confidentiality obligation; and
- vi) which by the Disclosing Party's written authorization is approved for use or release by the receiving Party
- c) This confidentiality obligation on the Parties shall survive for a period of One (1) year from the termination of this Agreement.
- d) All tangible information either Party receives from the other by virtue of this Agreement, except the information permitted for use, if any, shall be returned to the disclosing Party no later than the completion date, or if applicable, the termination date, of this Agreement.

6. Work Product

- a) Entire right, ownership, title and interest in and to all copyrights, patents, trade secrets, trademarks, service marks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, codes, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created by Service Provider in its performance of services for Client under this Agreement ('the Work Product'), shall vest exclusively with the Service Provider.
- b) The Client shall be entitled to all usage right in the Work Product.

7. Intellectual Property Rights

Nothing in this Agreement shall be construed, by implication or otherwise, to grant any right or license to a Party under any patent, invention, copyright or any other intellectual property right, now or hereafter owned, controlled by, or licensed to, the other Party.

8. Indemnity and Limitation of Liability

- a) Both Parties shall indemnify, defend and hold harmless the other Party and its employees from any loss, damage, claim, action, liability, or demand whatsoever caused due to and / or attributable to the negligence or wrongdoing or fraud of the first mentioned Party or its employees, agents or subcontractors.
- b) Neither Party shall in any circumstances have any liability whatsoever for any indirect or consequential loss, including, without limitation, loss of profit, revenue or goodwill whether or not such loss or damage is based in contract, warranty, tort, negligence, strict liability, indemnity, or otherwise, even if a Party has been advised of the possibility of such damages.
- c) Notwithstanding anything stated under this Agreement, the aggregate liability of the Service Provider arising out of or in connection with this Agreement shall not in any and all event(s) exceed the amount of fees paid by the Client to the Service Provider in the relevant financial year in terms of the Agreement.

9. Force Majeure

- a) In no event shall either Party have any liability for failure to comply with this Agreement, if such failure results directly from the occurrence of any contingency beyond the reasonable control of the Party, including, without limitation, strike or other labor disturbance, riot, major power failure, war, national emergency, terror attacks, interference by any government or governmental agency, embargo, seizure, or enactment or abolition of any law, natural calamities including but not limited to floods, earthquakes, fire, volcanic eruptions, epidemics (each a 'Force Majeure Event').
- b) In the event that either Party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the Party who has been so affected shall as soon as may be, after coming to know of the Force Majeure Event, inform the other Party and shall take reasonable steps to resume performance as soon as may be after the cessation of the Force Majeure Event.



10. General

- a) The Parties shall try and resolve all disputes through mutual negotiation in good faith. All disputes arising out of or in connection with the Agreement and which remain unresolved by such good faith negotiation within thirty (30) days of either Party seeking such negotiations shall be settled by binding arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The venue and seat of arbitration shall be Bengaluru unless the parties agree on another location within India. The arbitration shall be conducted in the English language. The arbitration shall be conducted by three arbitrators; one each to be appointed by the Parties and the arbitrators so appointed shall appoint the third arbitrator, unless the Parties at their first attempt appoint a mutually agreeable sole arbitrator.
- b) This Agreement and all matters related thereto shall be governed by the laws of India. Subject to the arbitration clause above, the competent courts at Bengaluru, Karnataka shall have the exclusive jurisdiction over any claims, disputes or any other matter in relation to this Agreement.
- c) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings, oral or written, pertaining to the subject matter hereof.
- d) Except as expressly provided in this agreement, neither Party makes or give any representation or warranty or condition of any kind, whether such representation, warranty, or condition be express or implied, including any warranty of merchantability, quality, or fitness for a particular purpose or any representation, warranty or condition from course of dealing or usage of trade.
- e) Service Provider may perform its responsibilities under this Agreement through any of its affiliates, group company/entity or any other third Party ('Sub-contractor') with prior approval from the Client. The Service Provider shall not be relieved of its obligations under this Agreement by the use of such Sub-contractor and the Client will not contract directly with any Sub-contractor of Service Provider with regard to the Service under the scope of this Agreement.
- f) Headings herein are for convenience only and shall not limit in any way the scope or interpretation of any provision of this Agreement.
- g) If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- h) No waiver by either Party of any default, or failure of either Party to exercise in any respect any right provided for in this Agreement, will be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
- i) This Agreement shall not be amended except by written agreement duly executed by both Parties.
- j) This Agreement shall not be assigned by either Party without the written approval of other Party. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto.
- k) All notices, reports, and other communications to either Party shall be made in writing and sent either by registered mail, return receipt requested and postage prepaid, or by courier, or hand delivery or by facsimile, or electronic mail to the address set forth at the beginning of this Agreement or to such other addresses as the Parties may designate by written notice from time to time.
- l) This Agreement may be executed in one or more counterparts, each of which when executed and is an original, but all of which taken together constitute one and the same instrument.
- m) The Parties agree that the Service Provider is acting as an independent contractor, and nothing contained herein is intended to create the relationship of employer and employee or master and servant or agency between



Client and Service Provider/ its employees or agents. Both Parties shall deal with each other on 'principal-to-principal' basis.

- n) Nothing in this Agreement is intended to or shall be construed to constitute or establish a joint venture, partnership or fiduciary relationship between the Parties and neither Party shall, except to the extent expressly permitted under this Agreement, have a right or authority to act for or on behalf of the other Party.

IN WITNESS WHEREOF the Parties herein have executed this Agreement as of the date first set forth herein above.

Go Digit Infoworks Services Private Limited


Name: Sameer Bakshi

Designation: Director




WITNESS 1

Name: Tyres Savar

Address: Pune

Go Digit General Insurance Limited


Name: Ravi Khetan

Designation: Chief Financial Officer



WITNESS 2

Name: Santosh Degaon

Address: Bengaluru