



കേരളം KERALA

N 659781

This Stamp Paper forms an Integral Part of the attached Expense Reimbursement Agreement between Go Digit Life Insurance limited and Go Digit General Insurance limited.

N. BALAKRISHNAN NAIR
Vendor, Vanchiyoor
Thiruvananthapuram

No. 108281
17/02/2024
Go Digit General Insurance
Ltd.
9 FEB 2024



EXPENSE REIMBURSEMENT AGREEMENT

THIS EXPENSE REIMBURSEMENT AGREEMENT ("Agreement") for workstation is made on 22nd February 2024 by and between,

GO DIGIT LIFE INSURANCE LIMITED, a company incorporated and registered under the Companies Act 2013 and having its registered office at Ananta One, Pride Hotel Lane, Narveer Tanaji Wadi, City Survey No.1579, Shivajinagar Pune MH 411005 hereinafter referred to as the "**GDLIL**" (which term, unless it is repugnant to the context or meaning thereof, shall mean and include its successors-in-interest, and permitted assigns) of the FIRST PART;

AND

GO DIGIT GENERAL INSURANCE LIMITED, a company incorporated under the Companies Act, 2013, having its registered office at Ananta One ,1 to 6th floor, Opposite Shivaji Nagar bus stand , Babulal Sheikh Path, Narveer Tanaji Wadi, Shivajinagar, Pune, Maharashtra 411005 and a Corporate Office at Atlantis, 95, 4th BCross Road, Koramangala Industrial Layout, 5th Block, Bengaluru - 560095, hereinafter referred to as the "**GDGIL**" (Which expression shall unless it be repugnant or contrary to context or the meaning thereof shall mean and include its legal representatives, authorized signatory, permitted assigns and attorneys) of the SECOND PART;

Each of the parties hereto are referred to individually as "Party" and collectively as the "Parties".

WHEREAS:

- A. GDGIL has taken the property on lease situated at door No - TC. 84/106 (1&2), (Old TC. 36/54(5), TC 36/54(6)), Old Survey Subdivision No – 1, Old Survey No – 1505, Village – Pettah, Sub District – Thiruvananthapuram, District – Thiruvananthapuram, Kerala – 695024. ("Premises").
- B. GDLIL has agreed to enter into this Agreement with GDGIL for utilizing the Workstations available at the Premises.

The parties have agreed to enter into this Agreement on such terms as are set out herein and, in the Schedules, and Annexures, if any, to this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

All mutually agreed and written Definitions, Schedules & Annexures to this Agreement shall be an integral part of this Agreement and will be in force and effect as though they were expressly set out in the body of the Agreement.

1. DEFINITIONS:

- a. "**Term**" means the term of this Agreement.
- b. "**Workstation**" means the allocated seats for carrying out GDLIL's business activities and the GDLIL is desirous to occupy.

2. TERM:

The term of this Agreement will begin with effect from date of execution of this Agreement and shall remain valid for a period of 11 months("Term") with a lock-in period of 6 (six) months for each Party.

3. SCOPE:

GDLIL shall, during the tenure of this Agreement, be entitled to occupy the Workstations and carry on business unhindered in the Premises for agreed hours of operation. GDGIL shall be responsible for all the past, present and future taxes whether existing or enhanced in respect of the property including the property taxes, rates and cesses payable to appropriate taxing authorities about the property. GDLIL is entitled to use the Premises as its registered office subject to obtaining prior written consent from GDGIL. GDLIL undertakes that it shall immediately on obtaining any registration at the address of the Premises shall inform GDGIL of the fact and submit a certified copy thereof.

4. PAYMENT:

- i) Total monthly rent for occupying 1 (one) Workstation is Rs 5,900 /- (Rupees Five Thousand Nine Hundred Only).
- ii) For the Workstation provided by GDGIL under this Agreement to GDLIL, GDLIL shall make payments as set out herein towards reimbursement of the expenses incurred by GDGIL starting, subsequent to the all approvals/authorization/licenses are provided by Insurance Regulatory and Development Authority of India ("IRDAI") for functioning of GDLIL, in the manner as agreed in the Annexure 1. Payments would be made based on actual number of Workstations occupied. All approvals/authorization/licenses mentioned herein may take approximately 90 (Ninety) days. Any change in the commercials and the actual possession of the Workstations shall be as mutually decided by the Parties. All payments to GDGIL under this Agreement will be subject to deduction of taxes, as per the applicable tax laws and accordingly net amount after deduction of tax shall be paid to GDGIL. GDLIL shall provide tax deduction certificates as per the applicable laws.
- iii) GDGIL confirms that it is a tax resident of India and its Permanent Account Number is AACCO4128Q. GDGIL agrees and undertakes that it shall take registration under the Goods and Service Tax (GST) Laws as and when it becomes applicable to it. GDGIL shall ensure compliance to the GST Legislations including inter-alia, registrations, filing of returns etc. and raise proper & compliant invoices so as to enable GDLIL to avail input tax credit, where applicable. In case any credit, refund or other benefit is denied or delayed to GDLIL due to non-compliance by GDGIL (such as failure to upload the details on the GSTN (Goods and Service Tax Network) portal, failure to pay GST to the Government etc.) or due to non-furnishing or furnishing of incorrect or incomplete documents or information, GDGIL shall reimburse to GDLIL the loss including, but not limited to, the tax loss, interest and penalty. GST would be payable on receipt of valid tax invoice and when credit of same reflects in GDLIL's GSTR-2A. Without derogation from any right or remedies available to Digit under any applicable law, GDLIL may charge, and GDGIL shall pay interest on such sums which are paid by GDLIL to GDGIL towards GST or any other taxes in force for which GDLIL is unable to take input credit, where available, from the date of payment by GDLIL of GST until the date GDLIL is able to avail input tax credit, at the applicable PLR of SBI per annum.

5. SECURITY DEPOSIT

GDLIL has paid a sum of Rs. 59,000 /- (Rupees Fifty Nine Thousand Only) equivalent to 10 month's rent to GDGIL towards refundable interest free security deposit. Any escalation in Refundable Security Deposit shall be agreed between the Parties.

GDGIL shall hold the Refundable Security Deposit during the Term and shall refund the entire Security Deposit upon termination of the Term after deducting unpaid amounts, which GDLIL is liable to pay under this Agreement. Simultaneously, with the repayment of the Security Deposit, GDLIL shall vacate and handover the Premises, subject to deduction of arrears of rent, utilities charges, and any agreed amounts towards any repairs and replacements.

6. ANTI BRIBERY AND CORRUPTION

During the participation in the process to negotiate and create this Agreement, as well as during and after performance of this Agreement the Parties shall not commit, authorize or permit any action which would cause the Parties and/or the Parties' affiliates to be in violation of any applicable anti-bribery and corruption laws or regulations. This obligation applies in particular to illegitimate payments to government officials, representatives of public authorities or their associates, families or close friends. Each Party agrees that it will neither offer or give, or agree to give, to any employee, representative or third party acting on behalf of the other Party nor accept, or agree to accept from any employee, representative or third party acting on behalf of the other Party, any gift or benefit, be it monetary or other, that the recipient is not legally entitled to with regard to the negotiation, conclusion or the performance of this Agreement. The Parties shall promptly notify each other, if they become aware of or have specific suspicion of any corruption with regard to the negotiation, conclusion or the performance of this Agreement. In case any prohibited payments or gifts are made by the either party as stated herein above, or if Digit has reasonable cause to believe that such payments or gifts have been or are being made, Digit may terminate this agreement with immediate effect.

7. TAX STATUS

GDLIL confirms that it is a Person Ordinarily Resident in India as defined under Income tax Act, 1961 or any other prevalent tax Regulation. GDLIL also confirms that it does not have, nor has it applied for tax residency status of any other country. In the event of any change in the above-mentioned status, GDLIL shall immediately inform the GDGIL of such change.

8. REPRESENTATIONS AND WARRANTIES:

- a) GDLIL agrees to use the Services only for legal purposes. Use of the Services for any illegal or illicit purposes shall be considered a breach of this Agreement and grounds for immediate termination.

- b) GDLIL shall be responsible for fulfilling the requirement of all statutory provisions of relevant enactments viz. Companies Act/ Indian Partnership act whichever is applicable and all other statutory enactment at its own risk and cost in respect of all staff employed by it.
- c) By entering into this Agreement, the Parties shall ensure that their business and activities are conducted in such a manner that the reputation, status and goodwill of each Party are in no way adversely affected or compromised.
- d) GDGIL represents and warrants that it has obtained all permissions necessary for the occupation and use of the property and the workstations can be legally used and provided to the GDLIL.
- e) GDGIL assures that the GDLIL will always have quiet and peaceful possession of the Workstation through the Term of this Agreement.

9. TERMINATION:

- 9.1 Either Party can terminate this Agreement by giving **60 days'** notice.
- 9.2 Upon expiry of the tenure of this agreement both the parties shall have the right to extend this agreement for further period on such mutually agreed terms and conditions.
- 9.3 Any noncompliance or violation of any of the provisions of this agreement on the part of the either party would lead to the immediate termination of the contract.

10. FORCE MAJEURE:

Either Party may terminate this Agreement if either or any Party becomes subject to a Force Majeure Events out of its control or extraordinary circumstances, which make it impossible to run its business and/or to fulfil its obligations under this Agreement which continues for the period of **Sixty (60)** consecutive days.

Extraordinary circumstances, for the purposes of this clause shall not mean any reasonable increase in costs, strike or other similar actions by the employees/personnel of GDGIL if it does not impair the smooth & uninterrupted provision of Services by GDGIL.

11. NOTICE:

Any notice or other communication required or permitted to be given under this Agreement, unless expressly otherwise required, shall be in writing and dispatched by hand delivery or Registered Post Acknowledgement Due (RPAD) or by email to the address specified below, or transmitted to the facsimile number specified below (provided that in case of transmission by facsimile and e-mail, the confirmation receipt shall be available and the facsimile / e-mail shall be followed by dispatch by hand delivery and / or RPAD). Either party may change its address or facsimile number or email address for purposes of this clause, by written notice to the other.

For GDGIL:

GO DIGIT GENERAL INSURANCE LTD.
Ananta One ,1 to 6th floor,
Opposite Shivaji Nagar bus stand,

Babulal Sheikh Path, Narveer Tanaji Wadi,
Shivajinagar, Pune, Maharashtra 411005

For the GDIL:
GO DIGIT LIFE INSURANCE LTD.
Ananta One, Pride Hotel Lane,
Narveer Tanaji Wadi, City Survey No.1579,
Shivajinagar Pune MH 411005 India

12. NO PARTNERSHIP OR AGENCY:

This Agreement shall be on a principal-to-principal basis and shall not create any employee-employer relationship between the Parties. GDGIL shall provide all services hereunder as an independent entity and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof or to provide either party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

13. CONFIDENTIALITY:

- 13.1 During the term of this Agreement, either Party may be, exposed to certain non-public information, including but not limited to information concerning the other party's products/ services, business, practices, employees, business strategies, etc., which are confidential and proprietary information and generally not known to the public ("Confidential Information"). Both the parties shall keep such information strictly to themselves and will not disclose it to others.
- 13.2 The Parties shall keep the specific terms of this Agreement and the content of the business discussion between the Parties confidential, including information, which is or should be, reasonably understood to be confidential or proprietary to the discloser of the information.

14. INDEMNITY:

Both parties hereby agree to indemnify and to keep indemnified the Other Party its Directors, officers and employees against all actual loss and damage which the affected Party may suffer as a result of any breach of this agreement by the defaulting Party. PROVIDED always that: (i) the affected Party shall forthwith give written notice to the defaulting Party of the loss and damage; and (ii) the defaulting Party shall be furnished with satisfactory documentary evidence of such actual loss and damage.

15. INTELLECTUAL PROPERTY:

Each Party will retain its right, title and interest in its respective trademarks, service marks and trade names. Both Parties recognise that except as otherwise expressly provided herein or agreed between the Parties, they shall have no right, title, interest or claim over the others' intellectual property.

16. SEVERABILITY:

If any provision of this Agreement is determined to be void or unenforceable under any law applicable for the time being, such provisions shall be deemed amended or modified or deleted in so far as is reasonably inconsistent with the provisions of this Agreement and to the extent necessary to conform to applicable law; and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with these terms.

17. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement and understanding between the Parties and super cedes any previous written or oral Agreement or understanding or promise between the Parties, relating to the subject matter of this Agreement.

18. AMENDMENTS:

This Agreement shall not be varied, amended or modified by any of the Parties in any 'manner, whatsoever, unless such variation, amendment or modification is mutually agreed to in writing and duly executed by both the Parties.

19. APPLICABLE LAWS:

This Agreement shall be governed and construed in accordance with the laws of India, excluding the principles of conflict of laws. The courts at Pune shall have exclusive Jurisdiction.

IN WITNESS THEREOF the Parties hereto have entered into this Agreement.

For and behalf of Go Digit Life Insurance Limited.

A handwritten signature in blue ink, appearing to read 'Abhijeet Dhamale', is written over a circular blue ink stamp. The stamp contains the text 'Go Digit Life Insurance Limited' around the perimeter and a small star in the center.

Name: Abhijeet Dhamale

Designation: Head – Legal and Compliance

For and behalf of Go Digit General Insurance Limited.

A handwritten signature in blue ink, appearing to read 'Rasika Kumar', is written over a circular blue ink stamp. The stamp contains the text 'Go Digit General Insurance Limited' around the perimeter and a small star in the center.

Name: Rasika Kumar

Designation: Head – Legal and Compliance

Annexure - I

1. Work Station expense: INR 5,900/- per month per Workstation.

2. Office Set-Up:

- a. Logo space is provided without additional cost
- b. Parking would be provided without additional cost on a first come first serve basis