

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

14023294730047



Bank/Branch: PNB/KALYANI NAGAR PUNE
(4644)

Pmt Txn id : 300517M1075996

Pmt DtTime : 30-05-2017@05:10:01

Challan No: 03006172017053050482

District : 2201/PUNE

Stationery No: 14023294730047

Print DtTime: 30-05-2017@17:35:56

GRAS GRN : MH001823873201718S

Office Name : IGR008/HVL1_HAVELI NO1 SU

StDuty Schm: 0030046401-75/Sale of Other NonJudicial Stamps SoS

StDuty Amt : R 1,40,01,000/- (Rs One, Four Zero, Zero One, Zero Zero Zero only)

RgnFee Schm:

RgnFee Amt :

Article : 5(h) (A) (iv)/Agreement creation right and having monetary value

Prop Mvblty: N.A

Consideration: R 7,00,00,01,000/-

Prop Descr : Pune, Pune, Maharashtra

Duty Payer: (PAN-AACCO4197P) Oben Services Private Limited

Other Party: (FID-C48869) FAL Corporation

Bank official1 Name & Signature

Bank official2 Name & Signature

--- --- Space for customer/office use --- --- Please write below this line --- ---



Joint Venture Agreement

Dated May 30, 2017

Between

Kamesh Goyal

And

Oben Ventures Private Limited

And

FAL Corporation

And

Oben Services Private Limited

And

Oben General Insurance Limited

THIS JOINT VENTURE AGREEMENT (the “**Agreement**”) is made at Pune, Maharashtra (India), on this 30th day of May, 2017 (“**Signing Date**”) by and amongst:

- (a) **Mr. Kamesh Goyal**, son of Shri Gopal Chand Goyal, residing at Flat No. 602, 6th Floor, E Block, Water Front, Kalyani Nagar, Pune-411006, India (hereinafter referred to as “**KG**”, which expression shall include his legal heirs, executors, administrators and permitted assigns);
- (b) **Oben Ventures Private Limited**, a company incorporated under the laws of India and having its registered office at Flat No. 3, Bldg. E, Konark Campus, SN- 230/A1/ 1 to 6, Viman Nagar, Lohegaon Pune - 411014, India (hereinafter referred to as “**Oben Ventures**”, which expression shall include its successors and permitted assigns);
- (c) **FAL Corporation**, a company incorporated under the laws of Mauritius having corporate identification number/ unique number 48869 C1/GBL and having its office at Office 6, Level 1, Maeva Tower, Cybercity, Ebene, Mauritius (hereinafter referred to as “**Fairfax**”, which expression shall include its successors and permitted assigns);
- (d) **Oben Services Private Limited**, a company incorporated under the laws of India and having its registered office at Flat No. 3, Bldg. E, Konark Campus, SN- 230/A1/ 1 to 6, Viman Nagar, Lohegaon Pune - 411014, India (hereinafter referred to as “**Oben Services**”, which expression shall include its successors and permitted assigns); and
- (e) **Oben General Insurance Limited**, a company incorporated under the laws of India and having its registered office at Office No. 101, Regus, Sky One, 1st Floor, Kalyani Nagar, Pune - 411006, India (hereinafter referred to as the “**Insurance Company**”, which expression shall include its successors and permitted assigns).

KG and Oben Ventures are hereinafter collectively referred to as “**KG Group**”. Fairfax, the KG Group, Oben Services and the Insurance Company are hereinafter individually referred to as a “**Party**”, and collectively, as the “**Parties**”.

WHEREAS:

- A. KG is a citizen of India and, together with Mr. Sameer Bakshi (acting as a nominee shareholder), holds the entire share capital of Oben Ventures. KG, Oben Ventures and Fairfax are, on the Signing Date, the sole shareholders of Oben Services, which has been incorporated to undertake the Businesses.
- B. Presently, Oben Services has an authorized share capital of Rs. 316,05,00,000 (Rupees Three Hundred and Sixteen Crore and Five Lakh only) divided into 10,50,000 equity shares of a nominal value of Rs. 10 each and 31,50,00,000 Compulsory Convertible Preference Shares of Rs. 1,000 each. The issued and paid up equity share capital of Oben Services is presently Rs. 68,84,995 (Rupees Sixty Eight Lakh Eighty Four Thousand Nine Hundred and Ninety Five only) (including the amount paid up on partly paid shares) divided into 7,60,000 equity shares of a nominal value of Rs. 10 (Rupees Ten only) each.
- C. FAL Corporation (i.e. Fairfax) is an indirect wholly-owned subsidiary of Fairfax Financial Holdings Limited, which is a company incorporated under the laws of Canada and listed on the Toronto Stock Exchange.
- D. Fairfax had expressed an interest in partnering with KG and Oben Ventures, in connection with the various businesses proposed to be undertaken by Oben Services. In order to formalize such partnership, Fairfax has invested, and is desirous of further investing, and

participating, in the share capital of Oben Services.

- E. Accordingly, the Parties are desirous of setting out the terms and conditions of their commercial understanding with respect to the investment by the Parties in, and the management and governance of, Oben Services and its Businesses.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS, CONDITIONS, UNDERSTANDINGS AND OTHER CONSIDERATION SET FORTH IN THIS AGREEMENT, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES, WITH THE INTENT TO BE LEGALLY BOUND, THE PARTIES HEREBY, COVENANT AND AGREE AS FOLLOWS:

In addition to the terms defined in the body of this Agreement, whenever used in this Agreement, unless repugnant to the meaning or context thereof, capitalized terms shall have the meaning ascribed to them in **Schedule 1**.

1. Core features of Joint Venture

- 1.1 The **core objective and main purpose** for formation of Oben Services is to undertake, *inter alia*, the Businesses. Oben Services has also set up and operates the Insurance Company in order to undertake the General Insurance Business in India.

The Parties agree to use their commercially reasonable efforts to promote and develop the Businesses and the General Insurance Business to the best advantage of Oben Services and the Insurance Company. Other than as explicitly permitted in terms of **Schedule 2**, the Insurance Company and Oben Services shall at no time engage in activities outside India which will compete with the general insurance business of Fairfax and/or its Affiliates in such relevant overseas jurisdictions, it being clarified that the Insurance Company may set up representative offices / liaison offices overseas for the purpose of marketing / liaising and generating business from non-resident Indians living overseas, provided that these representative offices / liaison offices abroad shall not underwrite general insurance business and its activities shall be restricted to such activities as are permitted to be undertaken by representative/liaison offices of insurance companies under Applicable Law including *inter alia* carrying out marketing activities and acting as a communication channel between the Insurance Company and non-resident Indians living abroad. The exclusivity and non-compete restrictions as are applicable to the KG Group and Oben Services are more particularly set out in **Schedule 2** hereto.

1.2 Specific matters concerning the Insurance Company

- 1.2.1 **Incorporation of the Insurance Company:** Other than as permitted under this Agreement, the Share Capital shall, at all times, consist only of Equity Shares. The Insurance Company has been incorporated as a wholly owned subsidiary of Oben Services on December 7, 2016. The memorandum of association of the Insurance Company permits the Insurance Company to undertake only the General Insurance Business. Till such time that the Insurance Company receives the In-Principle Approvals, the Insurance Company Articles shall be in Agreed Form. The first Auditor of the Insurance Company has been appointed by the Board. The Insurance Company has obtained the written approval of the IRDAI to the Form IRDAI/R1 on March 21, 2017.
- 1.2.2 **Branding of the Insurance Company:** The name of the Insurance Company shall be “Oben General Insurance Limited”, or such other name as may be mutually agreed between the Parties from time to time.

- 1.2.3 **Registered Office of the Insurance Company:** The registered office of the Insurance Company shall be located in Pune or such other place as may be mutually agreed between the Parties from time to time.

2. Matters prior to receipt of Certificate of Registration

2.1 Investment by Fairfax and KG Group in Oben Services.

On a date to be mutually agreed between Fairfax and KG Group, such date occurring as soon as practicable after the Signing Date and after satisfaction of the Conditions Precedent, the following actions shall be taken in order to sufficiently capitalize the Insurance Company in accordance with Clause 2.5, for purposes of Applicable Laws in order to receive the Certificate of Registration in Form IRDAI/R3:

- Fairfax shall subscribe to: (a) 262,934 Equity Shares of Oben Services, at face value of INR 10 per share, and premium of INR 1490 per share, for an aggregate consideration of INR 394,401,000; and (b) 3,150,000 CCPS, at face value of INR 1,000 each, for an aggregate consideration of INR 3150,000,000; and
- KG shall infuse the balance consideration of INR 715,005 in respect of the partly paid up 143,001 Equity Shares of Oben Services, of face value of INR 10 per share issued to KG on January 24, 2017.

2.2 Revised Shareholding Structure of Oben Services.

2.2.1 The initial share capital of Oben Services on the Signing Date is as follows:

Sr. No.	Name of Shareholder	Number of Equity Shares	% of Total Share Capital
1.	KG	153,000 (of which 143,001 shares are partly paid)	20.13
2.	Oben Ventures	407,000	53.55
3.	Fairfax	200,000	26.32
Total		760,000	100

2.2.2 The share capital of Oben Services on completion of all actions on the Initial Completion Date shall be as follows:

Sr. No.	Name of Shareholder	Number of Equity Shares	% of Equity Share Capital	Number of Preference Shares	% of Preference Share Capital
1.	KG	153,000	14.96	0	0
2.	Oben Ventures	407,000	39.79	0	0
3.	Fairfax	462,934	45.26	3,150,000	100
Total		1,022,934	100	3,150,000	100

2.3 Conditions Precedent

- 2.3.1 **Conditions Precedent.** The obligation of Fairfax to proceed to Initial Completion shall arise only upon the satisfaction or waiver of the following conditions precedent (“**Conditions Precedent**”), in each case to the satisfaction of Fairfax, exercising sole discretion:

Regulatory Approvals:

- a) no change of Applicable Law shall have occurred and/or any conditions imposed by the IRDAI (whether in writing or otherwise) which might, in the sole opinion of Fairfax, materially affect or have an adverse effect on: (i) the grant of the Certificate of Registration to the Insurance Company; or (ii) the fundamental principles set out in this Agreement on the basis of which the Parties have entered into this Agreement;
- b) fulfillment by the Parties and the Insurance Company of all conditions prescribed by the IRDAI, if any, to the satisfaction of the IRDAI;
- c) the In-Principle Approvals shall be valid and subsisting. Further the Parties shall not be aware of any fact of the IRDAI having issued any notice (whether verbally or in written form) in relation to any intended termination, amendment or revocation of any of the In-Principle Approvals;
- d) the Parties shall have obtained all other required Approvals for the investment by Fairfax in the share capital of Oben Services and for the issuance of Equity Shares and CCPS by Oben Services to Fairfax, in the manner contemplated under this Agreement, including resolution of the board and shareholders of Oben Services approving the subscription by Fairfax of the Equity Shares and CCPS of Oben Services.

Corporate Actions and Other Requirements:

- a) increase in the authorized share capital of Oben Services appropriately for issuance and allotment of Equity Shares and CCPS to Fairfax as more particularly set out in Clause 2.1, free and clear of all encumbrances;
- b) the Representations and Warranties shall be true and correct on the Signing Date and as on the Initial Completion Date;
- c) the consummation of the transactions contemplated by this Agreement not being (i) prohibited, restricted or made illegal by any Applicable Law; or (ii) prohibited or restricted by the IRDAI for any reason whatsoever;
- d) receipt by the Parties of all Approvals, including, a resolution of the board and shareholders of Oben Services approving the subscription by Fairfax and issue and allotment of, the Equity Shares and CCPS to Fairfax, on the Initial Completion Date;
- e) no temporary restraining order, preliminary or permanent injunction or other judgment or order issued by any court of competent jurisdiction shall be in effect enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; and

- f) since the formation of the Insurance Company, no event, circumstance, change or effect shall have occurred or exist which, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect on either Party, including but not limited to Fairfax's right to subscribe to any Equity Shares or CCPS in Oben Services and / or Oben Services' right to subscribe to the Equity Shares of the Insurance Company, as the case may be. For the avoidance of doubt, if there is any change, event or circumstance that results in a Material Adverse Effect on one Party, then unless otherwise waived by the other Party, the Conditions Precedent would not be satisfied and the other Party shall have the right to terminate this Agreement.

2.4 Initial Completion

2.4.1 The Initial Completion shall take place at such premises to be agreed between the Parties on a date to be agreed between the Parties, subject to fulfilment of all of the Conditions Precedent (the "**Initial Completion Date**").

2.4.2 Each transaction to be consummated under this Agreement at Initial Completion shall be deemed to occur simultaneously and no such transaction shall be consummated unless all such transactions are consummated.

2.4.3 On the date on which the actions set out in Clause 2.1 above are undertaken, the following corporate actions shall also be undertaken, and in order to facilitate this, meetings of the Oben Board and the Board shall be called on such date:

- the Oben Board shall be re-constituted as per the provisions of Clause 2.6.1;
- the Oben Board shall approve the issuance and allotment of the Equity Shares and CCPS of Oben Services to Fairfax, in accordance with the provisions of Clause 2.1, free and clear of all encumbrances;
- the Oben Board shall approve and adopt the Oben Articles, such adoption also being subject to due approval being provided by the shareholders of Oben Services;
- the Oben Board shall pass necessary resolutions for convening an extraordinary general meeting of its shareholders at shorter notice to: (i) approve and adopt the Oben Articles; (ii) effect the reconstitution of the Oben Board in accordance with Clause 2.6; and (iii) effect the necessary increases of the authorized share capital of Oben Services, in order to facilitate issuance of the Equity Shares and CCPS of Oben Services to Fairfax in accordance with the provisions of Clause 2.1, free and clear of all encumbrances. To convene such a general meeting, the shareholders of Oben Services hereby agree to waive any notice period requirement under this Agreement and Applicable Law, with respect to such general meeting of the shareholders and to vote in favour of the above mentioned actions;
- subject to receipt of Shareholders approval for this purpose, the Board shall approve the issuance and allotment of 3,35,00,00,000 Equity Shares to Oben Services at par value, free and clear of any encumbrances. Upon receipt of the requisite Shareholders approval, the Board shall record Oben Services as the legal and beneficial owner of such Equity Shares in its register of members;

- the Board shall pass necessary resolutions for convening an extraordinary general meeting of the Shareholders at shorter notice no later than one day of the Initial Completion Date, in order to (i) effect the necessary increases of the authorized share capital of the Insurance Company to INR 350,00,00,000, in order to facilitate issuance of the Equity Shares of the Insurance Company to Oben Services free and clear of all encumbrances; (ii) approve and adopt the Insurance Company Articles. To convene a general meeting of the Shareholders, the shareholders of the Insurance Company hereby agree to waive any notice period requirement under this Agreement and Applicable Law, with respect to such general meeting of the Shareholders and to vote in favour of the above mentioned actions.

2.4.4 Upon the issuance and allotment of the Equity Shares and CCPS of Oben Services to Fairfax, Oben Services shall initiate the process of issuing duly stamped share certificates to Fairfax. Upon the allotment of the Equity Shares of the Insurance Company to Oben Services, the Insurance Company shall initiate the process of issuing duly stamped share certificates in respect of the Equity Shares to Oben Services. Immediately after the Initial Completion Date, the Insurance Company shall file all requisite forms and returns with the jurisdictional registrar of companies in accordance with, and within the timelines specified under, the Act.

2.4.5 Immediately after the Initial Completion Date, Oben Services and the Insurance Company shall file all requisite forms and returns with the jurisdictional registrar of companies in accordance with, and within the timelines specified under, the Act.

2.5 **Use of proceeds**

Any amounts invested by Fairfax and KG Group in Oben Services, whether pursuant to the Initial Completion or the Balance Funding (defined below) or otherwise and irrespective of whether such amounts are invested for subscribing to Equity Shares of Oben Services or CCPS, shall be used by Oben Services exclusively for re-infusion into the share capital of the Insurance Company for purposes of pursuing the In-Principle Approvals and in connection with the business of the Insurance Company, and unless the prior written consent of Fairfax has been received, such invested amounts shall not be used for any purpose other than as aforesaid, including with respect to any of the other Businesses proposed to be undertaken by Oben Services. Provided however the aforesaid invested amounts may be utilized by Oben Services for the following purposes: (a) reimbursement, at actuals, of any pre-incorporation expenses in relation to Oben Services which may have been incurred; and (b) for any other purpose, as may be mutually agreed in writing by Fairfax and KG Group, from time to time.

2.6 **Board Composition**

2.6.1 **Oben Services**

Up to a period not exceeding 60 (sixty) calendar days from the Initial Completion Date, such persons shall be the Directors of the Oben Board, as may be mutually decided by the Parties.

Thereafter, the number of directors on the Oben Board shall be 5 (five) directors, and up to the date on which Fairfax achieves a direct (or indirect) shareholding of more than 49% in Oben Services and/or the Insurance Company, the Oben Board shall be constituted as follows:

So long as KG holds:

- at least 50% of the equity share capital of Oben Services (by himself or through his Permitted Affiliates), KG shall have the right to appoint 2 (two) directors to the Oben Board, Fairfax shall have the right to appoint 1 (one) director to the Oben Board, and up to 2 (two) directors shall be independent directors;
- at least 30% of the equity share capital of Oben Services (by himself or through his Permitted Affiliates), KG shall have the right to appoint 2 (two) directors to the Oben Board, Fairfax shall have the right to appoint 2 (two) directors to the Oben Board, and the other (Indian) shareholders of Oben Services shall have the right to appoint 1 (one) director to the Oben Board;
- at least 15% of the equity share capital of Oben Services (by himself or through his Permitted Affiliates), KG shall have the right to appoint 1 (one) director to the Oben Board, Fairfax shall have the right to appoint 2 (two) directors to the Oben Board, and the other (Indian) shareholders of Oben Services shall have the right to appoint 2 (two) directors to the Oben Board, it being clarified that upon KG holding less than 15% share capital of Oben Services (by himself or through his Permitted Affiliates), KG shall not have the right to nominate any directors to the Oben Board, Fairfax shall have the right to appoint 2 (two) directors to the Oben Board, and the other (Indian) shareholders of Oben Services shall have the right to appoint 3 (three) directors to the Oben Board.

It is clarified that Fairfax shall not have a majority on the Oben Board, and a majority of directors shall be appointed on the Oben Board collectively by the Indian shareholders of Oben Services.

2.6.2 Insurance Company

Till such time that the Board is reconstituted in accordance with Clause 4.3, the Board shall comprise of at least 3 (three) Directors. Any Directors of the Insurance Company who, on or after the Initial Completion Date, are proposed to be appointed as key management personnel of the Insurance Company would be appointed as such only after they have vacated their respective offices as Directors.

2.7 **No activity prior to receipt of Certificate of Registration.** The Insurance Company undertakes, and KG Group and Oben Services shall ensure, that: (i) the Insurance Company shall not carry on any business and shall have no assets or liabilities or obligations of any nature whatsoever prior to receipt of the Certificate of Registration, except in connection with the regulatory process for obtaining the In-Principle Approvals, or under this Agreement or with the prior written consent of Fairfax; and (ii) no action is taken by KG Group, Oben Services, or their respective Affiliates, or the Insurance Company, prior to receipt of the Certificate of Registration, which is inconsistent with the provisions of this Agreement or the consummation of the transactions contemplated under this Agreement.

2.8 **Communication with Government Authorities.** The Parties will coordinate and cooperate with each other in seeking the In-Principle Approvals and any other requisite Approvals required in connection with the transactions contemplated under this Agreement. Subject to Applicable Law, neither the Insurance Company nor any Party will submit to any Government Authority any application or document or any written or verbal response relating thereto, in relation to or in connection with the Insurance Company (other than for purposes of its incorporation) and/or this Agreement, unless the other Party (and in the case of the Insurance Company providing any document or response to a Government Authority,

then both Parties) has reviewed and approved the same in writing prior to the same being submitted to the Government Authority. Also, the Parties agree that each Party shall be given an opportunity to participate in any meetings or telephonic conferences with Government Authorities in connection with the business of the Insurance Company and/or the Approvals.

3 Actions to facilitate receipt of Certificate of Registration

3.1 As soon as reasonably practicable, after receipt of the approval of the IRDAI to the Form IRDAI/R2 (being the application for registration), on such date as may be mutually agreed between Fairfax and KG Group (which date shall be a date falling after reconstitution of the Board in accordance with Clause 4.3), the Insurance Company shall convene a meeting of the Board, at which meeting, the Board shall:

3.1.1 appoint the Key Employees based on recommendations received from the Nomination and Remuneration Committee; and

3.1.2 appoint the second Auditor.

3.2 Revised Shareholding Structure of the Insurance Company

The share capital of the Insurance Company on the Signing Date is as follows:

Sr. No.	Name of Shareholder	Number of Equity Shares	% of Equity Share Capital
1.	Oben Services	1,49,99,993	100
2.	Oben Services jointly with Mr. Kamesh Goyal	1	0
3.	Oben Services jointly with Mr. Philip Varghese	1	0
4.	Oben Services jointly with Ms. Jasleen Kohli-Sathaye	1	0
5.	Oben Services jointly with Mr. Sameer Bakshi	1	0
6.	Oben Services jointly with Ms. Farahnaz Vadoliwala	1	0
7.	Oben Services jointly with Ms. Sudhanshu Misra	1	0
8.	Oben Services jointly with Mr. Tejas Saraf	1	0
Total		1,50,00,000	100

The revised share capital of the Insurance Company on completion of all actions contemplated in Clause 2.4 shall be as follows:

Sr.	Name of	Number of	% of
-----	---------	-----------	------

No.	Shareholder	Equity Shares	Equity Share Capital
1.	Oben Services Private limited (Oben Services)	34,99,99,993	100
2.	Oben Services jointly with Mr. Kamesh Goyal	1	0
3.	Oben Services jointly with Mr. Philip Varghese	1	0
4.	Oben Services jointly with Ms. Jasleen Kohli-Sathaye	1	0
5.	Oben Services jointly with Mr. Sameer Bakshi	1	0
6.	Oben Services jointly with Ms. Farahnaz Vadoliwala	1	0
7.	Oben Services jointly with Ms. Sudhanshu Misra	1	0
8.	Oben Services jointly with Mr. Tejas Saraf	1	0
Total		35,00,00,000	100

4 Corporate Governance

- 4.1 The Board and Oben Board shall be responsible for, and shall be the absolute authority for the management, supervision, direction, and control of, each of the Insurance Company and Oben Services respectively.
- 4.2 The day to day operations of the Insurance Company shall be conducted by the chief executive officer, or principal officer or managing director (by whatever title called), who shall be a whole time director of the Insurance Company, and the other Key Employees, each of whom shall be appointed by the Board based on recommendations received from the Nomination and Remuneration Committee (defined below), within the policies and parameters approved by the Board, including the Business Plan. The approval of the Shareholders shall be obtained only on such matters as may be required under the Act and/or pursuant to this Agreement.
- 4.3 As soon as practicable after Initial Completion, but in any event prior to receipt of the Certificate of Registration by the Insurance Company, the Board of the Insurance Company shall be reconstituted, and at all times thereafter, shall consist of up to 11 (eleven) Directors, as follows:
- 3 (three) non-executive Directors nominated by Oben Services, one of whom shall be KG;

- 2 (two) non-executive Directors nominated by Fairfax;
 - up to 5 (five) Independent Directors based on recommendations received from the Nomination and Remuneration Committee; and
 - the chief executive officer, or principal officer or managing director (by whatever title called) based on recommendations received from the Nomination and Remuneration Committee.
- 4.4 KG shall be appointed as a non-executive Chairman of the board of directors of the Insurance Company and shall not have a second or casting vote.
- 4.5 Appointment of any person by Oben Services as a Director of the Insurance Company shall not require the prior written consent of Fairfax, and such person shall not be an official or representative of Fairfax.
- 4.6 **Remuneration of Directors, Expenses**
- 4.6.1 **Sitting Fees:** The Parties, the Board and the Oben Board shall agree on appropriate sitting fees for the directors subject to the limits under Applicable Law.
- 4.6.2 **Expenses:** With respect to Oben Services and the Insurance Company, the costs incurred by the Directors to attend meetings of the board (including costs of airfare, hotel accommodation and local transportation) shall be borne by the respective company, i.e. Oben Services or the Insurance Company. All reasonable costs of attendance and expenses of Independent Directors shall be borne by the Insurance Company.

4.7 **Alternate Directors and Casual Vacancy**

- 4.7.1 The Oben Board and the Board shall appoint an alternate director (an “**Alternate Director**”) who is recommended for such appointment by a director (an “**Original Director**”) to act for such Original Director during such Original Director’s absence. An Alternate Director appointed under this Clause shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns. If the term of office of the Original Director is determined before he returns, any provisions in the Act and in this Agreement for the automatic reappointment of any retiring Director, in default of another appointment, shall apply to the Original Director and not to the Alternate Director. An act of an Alternate Director acting for the Original Director will be deemed to be the act of the Original Director. Upon the appointment of the Alternate Director, Oben Services and/ or Insurance Company, as the case may be, shall ensure compliance with the provisions of the Act, including by filing necessary forms with the relevant Registrar of Companies. The Alternate Director shall be entitled to receive notice of an Oben Board Meeting or a Board Meeting or meeting of a committee thereof, as the case may be, along with all relevant papers in connection therewith in terms of this Agreement and to attend and vote thereat in place of the Original Director and generally to perform all functions of the Original Director in his absence.
- 4.7.2 In the event of a vacancy arising on account of the resignation of a Director or the office of the Director becoming vacant for any reason, the Party who nominated such Director shall be entitled to designate another person to fill the vacancy.
- 4.7.3 It is clarified that if the Original Director is a director representing any Indian shareholder of Oben Services or the Insurance Company, then the Alternate Director shall not be an official or representative of Fairfax or any other foreign investor.

4.8 **Affirmative Vote Items**

- 4.8.1 No action or decision with reference to any of the matters set forth in **Schedule 6** (each an “**Affirmative Vote Item**”) hereto shall be taken by the Oben Board or the Board (whether in a meeting of such board or through circular resolution), or any of their respective directors, employees, representatives or agents, unless such matter has been discussed at a meeting of their respective board of directors or shareholders and has received:
- with respect to Oben Services, either the prior written consent of Fairfax, or has received the affirmative vote of: (i) at least one Fairfax Director at an Oben Board Meeting, where such matter is discussed at a meeting at an Oben Board Meeting; or (ii) a duly authorized Fairfax representative, where such matter is discussed at a meeting of the shareholders of Oben Services.
 - with respect to the Insurance Company, the affirmative vote of: (i) at least one Director nominated by Oben Services at a Board Meeting, where such matter is discussed at a Board Meeting; or (ii) a duly authorized representative of Oben Services, where such matter is discussed at a meeting of the shareholders of the Insurance Company.
- 4.8.2 Upon the request of any Director for any reason, (including if such Director feels that he or she may be subject to a conflict of interest in respect of the Shareholder

that had appointed such Director), any Affirmative Vote Item shall be submitted to the shareholders for approval rather than to the concerned board of directors.

- 4.8.3 Fairfax's right in connection with the Affirmative Vote Items shall be available to it for so long as it holds at least 15% of the share capital of Oben Services.

4.9 **Board Committees**

- 4.9.1 To the extent permitted under Applicable Law or required there under, and subject to Clause 4.9.2, the Oben Board or the Board may, from time to time, establish committees (including sub-committees thereof) consisting of such member(s) of the board of directors as it deems fit and delegate such of the concerned board of directors' powers to the aforesaid committees as it deems appropriate in accordance with Applicable Law. In addition to the foregoing and such other committees as the Board / Oben Board may deem fit, the Insurance Company and / or Oben Services shall cause the Board / Oben Board to setup such committees as are mandatorily prescribed under Applicable Laws.
- 4.9.2 The composition of each Board Committee / Oben Board Committee shall reflect minimum representation as follows (i) with respect to Oben Services, every Oben Board Committee shall include at least 1 (one) Fairfax Director and 1 (one) Director nominated by KG; and (ii) with respect to the Insurance Company, every Board Committee shall include at least 1 (one) Director nominated by Oben Services.
- 4.9.3 The Insurance Company shall constitute a nomination and remuneration committee ("**Nomination and Remuneration Committee**") with the following composition: (i) one-half of the committee members shall be Independent Directors of the Insurance Company; and (ii) the remaining committee members shall be other directors of the Insurance Company, a majority of which shall be appointed by Oben Services and the Indian shareholders of Oben Services, in accordance with the Indian Owned and Controlled Guidelines issued by the IRDAI.
- 4.9.4 All provisions regarding notice requirements and virtual meetings of Board Meetings as stipulated in this Agreement shall apply *mutatis mutandis* to Board Committee meetings.

4.10 **Frequency of Board Meetings and Notice Requirements:**

- 4.10.1 A Board Meeting / Oben Board Meeting shall be held at least once every calendar quarter or as otherwise determined by the Board / Oben Board.
- 4.10.2 A Board Meeting / Oben Board Meeting may also be called by the Chairman or any two Directors acting jointly and giving notice in writing to the Chairman specifying in reasonable detail the agenda/ item(s) to be discussed at such Board Meeting / Oben Board Meeting.
- 4.10.3 Not less than 21 (twenty one) days written notice of a Board Meeting / Oben Board Meeting shall be given to each Director and his Alternate Director (if any) (whether in India or abroad). The respective company secretary of Oben Services and the Insurance Company shall issue a written notice convening the meeting and specifying the date, time and agenda for such meeting. The written agenda provided by the company secretary shall identify in reasonable detail, the issues to be considered by the Directors at such meeting and shall be accompanied by copies of any relevant papers to be discussed at the meeting. The notice and agenda shall be distributed in advance of the Board Meeting / Oben Board Meeting to all Directors

and their respective Alternate Directors so as to ensure that they are received at least 21 (twenty one) days prior to the date fixed for such meeting or, if a meeting of the Board / Oben Board Meeting is convened at shorter notice based on mutual agreement between the shareholders, as soon as practicable, to enable each Director to make an informed decision on the issue in question at such meeting.

4.10.4 With respect to Oben Services, any items which are not stated in the agenda shall be taken up in the meeting of the Oben Board only with the prior written consent of at least 1 (one) KG Director and 1 (one) Fairfax Director. With respect to the Insurance Company, any items which are not stated in the agenda shall be taken up in the meeting of the Board only with the prior written consent of at least 1 (one) Director nominated by Oben Services.

4.10.5 The notice convening a Board Meeting / Oben Board Meeting shall also: (i) inform Directors regarding the availability of participation through video conference, and provide relevant information to enable Directors to access the said facility; and (ii) seek confirmation from the Directors as to whether they intend to attend the meeting physically or through video conference and provide the relevant contact numbers of the officer to whom the confirmation may be provided.

4.11 Functioning of the Board

4.11.1 Quorum:

4.11.1.1 Quorum for Oben Board Meetings and Oben Board Committee meetings shall be validly constituted in accordance with the provisions of the Act, subject to at least 2 (two) directors nominated by the KG Group and 1 (one) Fairfax nominee Director being present.

4.11.1.2 Quorum for Board Meetings and Board Committee meetings shall be validly constituted in accordance with the provisions of the Act, subject to at least 2 (two) directors nominated by the KG Group and 1 (one) Fairfax nominee Director being present.

4.11.1.3 No Board Meeting / Board Committee meeting or Oben Board Meeting / Oben Board Committee meeting may proceed to business nor transact any business unless a quorum is present at the start of such meeting and continues to remain throughout such meeting.

- 4.11.1.4 In the event that quorum as set forth in Clauses 4.11.1.1 or 4.11.1.2 above is not present at any meeting of the Board/ Oben Board or a Board Committee / Oben Board Committee within half an hour from the time appointed for the meeting, such meeting shall be adjourned to the same day of the next week at the same time and place. Each Director shall be notified by the company secretary by facsimile notice or by any other form of notice in writing of the date, time and place of the adjourned meeting. If at the adjourned meeting a quorum as specified in Clauses 4.11.1.1 or 4.11.1.2 is not present within half an hour from the time appointed for the meeting, those Directors present or represented by their Alternate Directors shall constitute a quorum, subject to the provisions of Applicable Laws. Subject to the above and Clause 4.8, the presence of nominee directors of Fairfax at adjourned meetings shall not be required to constitute quorum, and quorum at adjourned board meetings shall be constituted in accordance with the Act and the Indian Owned and Controlled Guidelines.
- 4.11.2 **Participating through use of Electronic Mode:** Subject to the requirements under Applicable Law including but not limited to every Director personally attending at least one meeting of the Board / Oben Board in every Financial Year, the Board / Oben Board shall be entitled to organize Board Meetings / Oben Board Meetings through video conferencing facility or any other means of contemporaneous communication that may be permitted under Applicable Law, based on a request to this effect being made by a Director. In respect of such meetings, a Director shall have the right to participate in Board Meetings / Oben Board Meetings through a permitted electronic mode, and such Director shall be counted for the purposes of ascertaining quorum. The place where the Chairman or the company secretary is sitting during the meeting shall be taken as the place of the meeting. Further, each Person taking part in the meeting should be able to see and hear every other Person taking part and provided further that each Director must acknowledge his presence for the purpose of the meeting and any Director not doing so shall not be entitled to speak or vote at the meeting.
- 4.11.3 **Circular Resolution:** No resolution shall be deemed to have been duly passed by the Board, the Oben Board, a Board Committee or an Oben Board Committee, by circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all Directors (or members of the concerned committee) at their usual address, and has been approved by a majority of such of them as are entitled to vote on the resolution. Subject to compliance with the requirements under the Act, a resolution passed by circulation in the manner described above shall be as valid and effective as a resolution duly passed at a meeting of the Board / Oben Board or a Board Committee/ Oben Board Committee, called and held in accordance with this Agreement and the Oben Articles and the Insurance Company Articles; provided that in the event a resolution addresses Affirmative Vote Items, such approving majority (i) in relation to Oben Services, shall require the affirmative vote of at least 1 (one) Fairfax Director; and (ii) in relation to the Insurance Company, shall require the affirmative vote of at least 1 (one) Oben Services Director.
- 4.11.4 **Minutes of the Meeting:** All minutes of meetings of the Board, the Oben Board, the Board Committees and the Oben Board Committees shall be in English language and shall be circulated to all the Directors as soon as reasonably practicable after each Board Meeting and Oben Board Meeting (or their respective committees) for the Directors' and/ or members' comments and amendments.

4.11.5 **Venue of the Meetings:** Unless otherwise unanimously agreed in writing by all Directors, all meetings of the Board / Oben Board and the Board Committees / Oben Board Committees shall be held in Pune, India.

4.11.6 **Majority Voting:** Subject to Clause 4.8 (Affirmative Vote Items), questions or resolutions arising at any meeting of the Board or Oben Board (or any of their respective committees) shall be decided by a simple majority of votes of Directors present and voting at a duly convened meeting of the Board / Oben Board or the Board Committees / Oben Board Committees, and a determination or resolution by a simple majority of such Directors shall be valid and binding (including on the minority opposing such resolution). Each Director shall be entitled to exercise only one vote in any meeting of the Board or the Oben Board (or any of their respective committees).

4.12 **Directors' Access**

4.12.1 A Director on the Board shall be entitled to examine the books, accounts and records of Insurance Company and shall have free access, at all reasonable times and with prior written notice, to any and all properties and facilities of the Insurance Company. The Insurance Company shall provide such information relating to the business, affairs and financial position of the Insurance Company as any Director on the Board may require.

4.12.2 A Director on the Oben Board shall be entitled to examine the books, accounts and records of Oben Services or the Insurance Company and shall have free access, at all reasonable times and with prior written notice, to any and all properties and facilities of Oben Services and the Insurance Company. Oben Services and the Insurance Company shall provide such information relating to the business, affairs and financial position of Oben Services and / or the Insurance Company as any Director may require.

4.12.3 Subject to the information derived under Clause 4.12 being subject to appropriate confidentiality obligations, a Director may provide the information derived under Clause 4.12 to the relevant shareholder who has nominated such Director.

4.12.4 The Directors shall keep Confidential Information strictly confidential in accordance with Applicable Law and the requirements set forth in Clause 10.2.

4.13 **Meeting of Shareholders**

4.13.1 **Quorum:**

4.13.1.1 The quorum for a meeting of the shareholders of Oben Services shall require the presence of at least 2 (two) shareholders of Oben Services or their duly authorized representatives, provided that such meeting shall not validly quorate unless at least 1 (one) duly authorized representative each of KG Group and Fairfax is present at the commencement of, and throughout such meeting.

4.13.1.2 The quorum for a meeting of the shareholders of the Insurance Company shall require the presence of at least 2 (two) shareholders of the Insurance Company or their duly authorized representatives, provided that such meeting shall not validly quorate unless at least 2 duly authorized representative of Oben Services nominated by KG

Group and 1 Fairfax representative, are present at the commencement of, and throughout such meeting.

4.13.1.3 No meeting of the shareholders of Oben Services or the Insurance Company may proceed to business nor transact any business unless a quorum is present at the start of such meeting and continues to remain throughout such meeting.

4.13.1.4 If within half an hour from the time appointed for a meeting of the shareholders, a quorum as set out under Clause 4.13.1.1 is not present insofar as Oben Services is concerned or a quorum as set out under Clause 4.13.1.2 is not present insofar as the Insurance Company is concerned, such meeting of Oben Services or the Insurance Company, as the case may be, shall be adjourned to the same day of the next week at the same time and each member shall be notified by Oben Services or the Insurance Company, as the case may be, by facsimile notice or by any other form of notice in writing of the date, time and place of the adjourned meeting.

- If at an adjourned meeting of the shareholders of Oben Services, a quorum is not present within half an hour from the time appointed for the meeting, those members present and duly represented shall constitute a quorum, subject to the condition that none of the Affirmative Vote Items shall be discussed or decided upon unless the conditions set out in Clause 4.8 stand satisfied and subject to the provisions of Applicable Law.
- If at an adjourned meeting of the shareholders of the Insurance Company, a quorum is not present within half an hour from the time appointed for the meeting, those members present and duly represented shall constitute a quorum, subject to the provisions of Applicable Law.
- Subject to the above and Clause 4.8, the presence of representatives of Fairfax at adjourned meetings shall not be required to constitute quorum, and quorum at adjourned shareholder meetings shall be constituted in accordance with the Act and the Indian Owned and Controlled Guidelines.

4.13.2 **Notice:** Any notice of a meeting of the shareholders shall be served on each shareholder in writing at least 21 (twenty one) days (or such longer period prescribed by Applicable Law) before the date of such meeting unless otherwise unanimously agreed by all the shareholders. The notice shall specify in reasonable detail the agenda/ items to be discussed for the meeting to be convened and the text of the resolutions proposed to be adopted at such meetings. No business shall be transacted at any meeting or a resolution passed on any matters except as was fairly disclosed in the notice convening the meeting unless all shareholders unanimously agree otherwise.

4.13.3 **Majority Voting:** Each Equity Share shall have 1 (one) vote and there shall be no disproportionate voting rights, whether with respect to Oben Services or the Insurance Company. All matters to be decided at the meeting of the shareholders shall be by show of hands. Any shareholder may demand a poll. Subject to Clause

4.8, i.e. where a matter is an Affirmative Vote Item, questions or resolutions arising at any meeting of the shareholders (whether ordinary or special), shall be decided by a majority of votes of shareholders present, in person or by proxy, and a determination or resolution by a majority of such shareholders shall be valid and binding.

4.13.4 **Venue of the Meetings:** The meeting of shareholders shall be held in Pune, India or such other location as may be agreed by the Parties.

4.14 **Management Team**

4.14.1 The management team of Oben Services shall be as may be agreed from time to time between Fairfax and the KG Group.

4.14.2 The management team of the Insurance Company ("**Management Team**") shall comprise of prudent professionals who shall be responsible for carrying out the day-to-day operations of the Insurance Company, and shall work in the best interests of the Insurance Company. In addition to the chief executive officer, or principal officer or managing director (by whatever title called), it shall, *inter alia*, comprise of the following key officials:

4.14.2.1 Members of the management team i.e. the Key Employees may be invited to individual Board Meetings on an ad-hoc basis.

4.14.2.2 **Employment Agreements:** The Insurance Company shall require the members of the management team i.e. the chief executive officer, or principal officer or managing director (by whatever title called) and the Key Employees to execute employment agreements with the Insurance Company, which employment agreements shall contain appropriate non-compete provisions.

4.14.2.3 **Remuneration:** The remuneration of the management team and the other employees of the Insurance Company ("**Employees**") shall be reasonable and consistent with compensation standards in the Indian insurance industry and in line with applicable regulations. The compensation payable by the Insurance Company to the Employees shall adhere to the following parameters:

- The compensation will be structured on an 'all in' cost-to-Insurance Company model ("**CTC**").
- As regards the remuneration for any staff nominated by a Party, unless jointly decided otherwise by the Parties on a case-by-case basis, any excess costs beyond the CTC shall be borne by the nominating Party.

4.15 **Business Plan:** Prior to the start of each Financial Year of the Insurance Company, the Management Team shall prepare a business plan covering the 3 (three) immediately succeeding, consecutive Financial Years ("**Business Plan**") and it shall provide each of the Shareholders with a copy of such proposed Business Plan to be presented for approval and adoption by the Board. Within 60 (sixty) days prior to the commencement of each Financial Year, the Board shall review the Business Plan then in effect and update and revise the same for the next 3 (three) immediately succeeding consecutive Financial Years. The Board shall meet not less than 30 (thirty) days prior to the commencement of the relevant Financial Year to consider and adopt such revised Business Plan. Provided however that till such revised

Business Plan is adopted, the last approved Business Plan shall apply. The initial (first) Business Plan shall set forth the projected annual budget of the Insurance Company for each Financial Year to which the initial Business Plan relates and shall be revised, updated and adopted by the Board in the manner provided in this Clause 4.15.

- 4.16 **Dividend Distribution:** The Parties agree that possible annual surpluses in the Insurance Company and Oben Services shall be retained in the Insurance Company and Oben Services respectively to support the solvency position of the Insurance Company and its growth. In case annual surpluses are not necessary to sustain the solvency position of the Insurance Company and its growth, the Insurance Company and Oben Services shall be entitled to retain such funds or to distribute them to their shareholders, in full or in part, by way of dividends. The Board and Oben Board shall, prior to receipt of the Certificate of Registration, adopt a dividend distribution policy for the Insurance Company and Oben Services in a form agreeable to KG Group and Fairfax.

5 **Funding by the Parties;**

- 5.1 Any equity contributions required to be made by Fairfax and KG Group in Oben Services and by Oben Services into the Insurance Company, shall be based on the requirements of the business as recommended by the Board and approved by the Shareholders from time to time (“**Additional Capital**”). Any Additional Capital requirements shall be contributed by Oben Services at that time by subscribing to equity shares of the Insurance Company at par, subject to compliance with any minimum pricing requirements that may be prescribed under Applicable Law. Fairfax agrees to a total aggregate capital commitment of INR 6,994,401,000 in Oben Services, of which Fairfax shall have infused INR 3,844,01,000 in Oben Services in accordance with Clause 2.1 and Clause 2.4, and the balance INR 3,150,000,000 (“**Balance Funding**”) shall be funded by Fairfax in lump sum by way of subscription to CCPS at a face value of INR 1,000 each subject to receipt of the Certificate of Registration and completion of the Conditions Precedent to Fairfax’s satisfaction. For satisfaction of the Conditions Precedent prior to initiation of the Balance Funding, the term “In-Principle Approvals” shall be deemed to include a reference to the Certificate of Registration. The provisions of Initial Completion shall apply *mutatis mutandis* in relation to the Balance Funding.
- 5.2 Notwithstanding anything stated herein, in the event that the Insurance Company requires Additional Capital as per Applicable Law or pursuant to any directions or instructions stipulated by the IRDA, and Oben Services is not able to contribute towards such Additional Capital requirement, then: (a) KG Group and Fairfax may jointly agree to either subscribe to equity shares in Oben Services in proportion to their respective shareholding in Oben Services; or (b) in the event KG Group is unable to fund its pro-rata share of capital called by Oben Services, then Fairfax shall have the right, exercisable in its sole discretion, to subscribe to such number of CCPS as Fairfax may decide. In the event the Parties are unable to implement either of the options set out at (a) or (b), then the Parties may discuss and agree upon who shall invest in Oben Services, in each case, on such terms and conditions as may be mutually agreed between KG Group, Fairfax and the third party, provided that such third party shall not be granted any rights which may be prejudicial or which may affect the rights of Fairfax under this Agreement. Any capital invested into Oben Services shall be used by Oben Services only for purposes of capitalizing the Insurance Company to meet the Additional Capital requirements of the Insurance Company.

6 **Terms of the CCPS**

The CCPS shall be issued on such terms and conditions as are more particularly set out in **Schedule 5**. It is expressly acknowledged by the Parties that on the Signing Date, there are certain restrictions under the Insurance Act, and under Applicable Laws pertaining to

Foreign Investment limits in the insurance sector, which restrictions are subject to statutory and regulatory amendments as may be in force from time to time. Accordingly, the Parties agree that notwithstanding anything to the contrary set out in this Agreement or in the terms of the CCPS, the conversion of the CCPS shall, at all times, be subject to the express restriction that Fairfax shall not be permitted to hold such number of Equity Shares of Oben Services, which shall provide it with an indirect shareholding in the Insurance Company in excess of such regulatorily prescribed caps.

7 Transfer restrictions

7.1 The Parties agree that no Transfer of Shares (either directly or indirectly) shall be effected other than in compliance with the provisions of this Clause 7 and to the extent any Transfers are proposed to be undertaken by any Party, whether in respect of securities held in Oben Services or in the Insurance Company, shall be null and void and shall not be registered by the Board or by the Oben Board, as the case may be, if such proposed Transfer is not compliant with the provisions of this Clause 7.

7.2 Insurance Company

7.2.1 The Parties acknowledge that as part of the In-Principle Approvals, the IRDAI may impose a 5 (five) year lock-in with respect to the Shares held by Oben Services in the Insurance Company. Notwithstanding the imposition of such a lock-in or otherwise, the Parties agree that Oben Services shall not be entitled to Transfer, pledge, encumber or create any other security interest (in whatever form) on any Equity Shares or other securities held by it in the Insurance Company from time to time, unless the prior written consent of Oben Services, KG Group and Fairfax has been received by the Insurance Company. The provisions of this Clause 7.2.1 shall be explicitly incorporated into the Oben Articles and Insurance Company Articles.

7.2.2 The Parties acknowledge that the restrictions on transfer set out in Clause 7.2.1 are reasonable in the context of their commercial understanding and further undertake to pass necessary actions, whether at the Board, or at any meeting of the shareholders of the Insurance Company, to give effect to the restrictions set out in Clause 7.2.1.

7.3 Oben Services

7.3.1 Unless otherwise expressly provided herein or agreed in writing by the Parties, no shareholder of Oben Services shall agree, directly or indirectly, to do any of the following, during the period mentioned in Clause 7.3.2 below, without the prior written consent of the other shareholder(s) of Oben Services:

7.3.1.1 pledge or otherwise create any encumbrance over any of the Shares held by it;

7.3.1.2 grant any option over any of its Shares;

7.3.1.3 enter into an agreement in respect of the voting rights attached to any of its Shares.

7.3.2 **Lock-in Period:** In the event a regulatory lock-in condition is prescribed with respect to Oben Services' shareholding in the Insurance Company as

part of the In-Principle Approvals, then any such lock-in period shall automatically be applicable to any Shares or securities held by KG Group and Fairfax in Oben Services, without requiring any further action on part of the Parties. In addition to the 5 (five) year lock-in period set out in this Clause 7, KG Group hereby expressly agrees that all the Securities held by them in Oben Services from time to time shall be locked-in at all times (notwithstanding the termination of this Agreement), and cannot be transferred to any person, without the prior written consent of Fairfax. Further, during the lock-in period, KG Group shall not be entitled to initiate discussions with respect to any potential Transfers unless the prior written consent of Fairfax has been received by KG Group, it being clarified that the provision of such consent by Fairfax shall not, for any reason whatsoever, be construed as a waiver of its ROFR Right as more particularly set out in Clause 7.3.5 and KG Group shall, at all times, comply with the process set out in Clause 7.3.5 prior to Transferring any Shares or securities held by it to a third party. It is clarified that during such lock-in period, no Transfers may be made by KG Group to an Affiliate / Permitted Affiliate in accordance with Clause 7.3.4. Provided however that, the lock-in restriction set out in this Clause (except for the regulatory lock-in restriction) shall not be applicable to such Shares or securities held by KG Group in Oben Services which represent 15% of the total equity share capital of Oben Services. It is clarified that Fairfax's ROFR Right shall remain applicable to any Transfer by KG Group of the Shares or securities held by KG Group in Oben Services in relation to the aforesaid 15% of the total equity share capital of Oben Services.

7.3.3 Oben Ventures

7.3.3.1 Notwithstanding anything contained herein, the Parties agree that KG shall not, and shall cause the other shareholders of Oben Ventures to not, Transfer, pledge, encumber or create any other security interest (in whatever form) on any shares or other securities of Oben Ventures at any time, unless the prior written consent of Fairfax has been obtained. The provisions of this Clause 7.3.3.1 shall be explicitly incorporated into the articles of association of Oben Ventures.

7.3.3.2 The Parties acknowledge that the restrictions on transfer set out in Clause 7.3.3.1 are reasonable in the context of their commercial understanding and further undertake to pass necessary actions, whether at the board of directors of Oben Ventures, or at any meeting of the shareholders of Oben Ventures, to give effect to the restrictions set out in Clause 7.3.3.1.

7.3.4 Transfer to Permitted Affiliates

7.3.4.1 Subject to the lock-in restrictions under Clause 7.3.2 above, a shareholder of Oben Services ("**Transferring Shareholder**") may, at any time, Transfer all the Shares then held by it / him in Oben Services to a Permitted Affiliate, provided that, in each case: (a) the Transferring Shareholder gives to the other Parties adequate prior notice of at least 30 (thirty) days, specifying the identity of the Permitted Affiliate; and (b) such Permitted Affiliate agrees to be bound by the terms and conditions of this

Agreement by executing a Deed of Adherence in accordance with **Schedule 4**.

7.3.4.2 The provisions of Clause 7.3.5 (Right of First Refusal) shall not apply to Transfer of Shares to Permitted Affiliates.

7.3.4.3 In the event any Affiliate of the shareholder of Oben Services who holds the Shares ceases to be a Permitted Affiliate of the Transferring Shareholder then the Transferring Shareholder shall immediately buy back or otherwise acquire the Shares from such Permitted Affiliate or have the same transferred to any other Permitted Affiliate subject to the conditions of this Clause 7.3.4.

7.3.4.4 Notwithstanding the Transfer of Shares by a Party to a Permitted Affiliate under this Clause 7.3.4, the Transferring Shareholder shall remain a Party to this Agreement and shall be jointly and severally liable for the performance by the Permitted Affiliate of its obligations under this Agreement and this Agreement shall be interpreted accordingly.

7.3.5 **Right of First Refusal**

7.3.5.1 Subject to the other provisions of this Clause 7.3.5, in the event KG or Oben Ventures (each a “**Selling Shareholder**”) proposes to Transfer any Shares (“**Offered Shares**”) held by it / him in Oben Services to a third party (“**Third Party Transferee**”), then the Selling Shareholder shall first give an Offer Notice to Fairfax (“**Non-Selling Shareholder**”) to purchase the Offered Shares on the terms and conditions agreed between the Selling Shareholder and the proposed Third Party Transferee as detailed in the Offer Notice (“**ROFR Right**”).

7.3.5.2 The Third Party Transferee may only be an Eligible Third Party.

7.3.5.3 Pursuant to the ROFR Right, prior to selling any Offered Shares to a Third Party Transferee, the Selling Shareholder shall first give a written notice (the “**Offer Notice**”) to the Non-Selling Shareholder to purchase the Offered Shares on the terms and conditions agreed between the Selling Shareholders and the proposed Third Party Transferee as detailed in the Offer Notice.

7.3.5.4 **Offer Notice:** The Offer Notice shall *inter alia*: (a) state the number of Offered Shares held by and proposed to be sold by the Selling Shareholder; (b) contain a representation that the Offered Shares are not encumbered; (c) set out the name and details of the proposed Third Party Transferee; (d) the terms and conditions of such sale, including the price per Offered Share (“**Offer Price**”) at which the Offered Shares are sought to be Transferred. In the event that the proposed consideration for the Transfer of Offered Shares includes consideration other than cash, the Offer Price must also include the non-cash

component. The Offer Notice shall also set forth the manner at which the value of such non-cash component has been arrived at and an explanation of the basis for such calculation; (e) the proposed date of consummation of the proposed Transfer, if any; (f) an undertaking that the Third Party Transferee has been made aware of the right of the ROFR Right; (g) a representation that the proposed Third Party Transferee has agreed to purchase all the Offered Shares required to be purchased in accordance with the terms of this Clause and the Offer Notice including executing a Deed of Adherence in accordance with **Schedule 4**; and (h) the Offer Notice shall be accompanied by a true and complete copy of all documents constituting the agreement between the Selling Shareholder and the Third Party Transferee regarding the proposed Transfer.

7.3.5.5 Acceptance Notice:

- (a) Within a period of 30 (thirty) days after receipt of an Offer Notice ("**Offer Period**"), the Non-Selling Shareholder shall have the ROFR Right, exercisable through the delivery of an acceptance notice ("**Acceptance Notice**"), to purchase the Offered Shares.
- (b) The Non-Selling Shareholder shall exercise the ROFR Right within the Offer Period by delivering the Acceptance Notice to the Selling Shareholder. The Acceptance Notice shall state that the Non-Selling Shareholder is willing to acquire all and not less than all of the Offered Shares on the terms and conditions stipulated in the Offer Notice.

7.3.5.6 In the event that the Non-Selling Shareholder declines its right to acquire the Offered Shares or fails to respond within the Offer Period, then the Selling Shareholder shall, subject to Clause 7.3.5.7, be entitled to freely sell the Offered Shares to the Third Party Transferee at the same price and terms as disclosed in the Offer Notice.

7.3.5.7 If the Selling Shareholder does not complete the sale of the Offered Shares to the Third Party Transferee within 3 (three) months from the expiry of the Offer Period, then the Selling Shareholder shall be required to once again comply with Clause 7.3.5 prior to effecting the sale of the Offered Shares to such, or any other, Third Party Transferee (i.e. the ROFR Right is revived).

7.3.5.8 If the Non-Selling Shareholder agrees to acquire the Offered Shares within the Offer Period, then the Selling Shareholder and the Non-Selling Shareholders shall proceed to closing the sale of the Offered Shares within 30 days of the expiry of the Offer Period.

7.3.5.9 In case of sale of Offered Shares to a Third Party Transferee, such proposed Third Party Transferee shall, prior to the Transfer, execute a Deed of Adherence in accordance with **Schedule 4**.

7.3.5.10 Any stamp duty payable on the purchase of the Offered Shares by the Non-Selling Shareholder shall be borne and paid by the Non-Selling Shareholder.

7.3.6 **Transfers by Fairfax**

Fairfax shall be entitled, at any time, after expiry of the regulatorily prescribed lock-in period (if applicable), to freely sell and Transfer any or all of the securities then held by it in Oben Services to any person.

7.4 **Regulatory Approvals**

7.4.1 Any Transfer of Shares pursuant to this Clause 7 will be subject to the provisions and requirements of any applicable regulatory and antitrust laws and to the receipt of any required Approvals, or the lapse of any applicable waiting periods, by, and making of notifications to, any relevant Governmental Authority.

7.4.2 The time periods provided for herein with respect to such Transfer shall be extended as reasonably necessary to permit compliance by all parties involved in the Transfer with such requirements. All such parties shall use all their reasonable efforts to satisfy such requirements and obtain such Approvals or permit the lapse of any applicable waiting periods. In particular, each Party undertakes to make all filings with, give all notices to, and take any other reasonable actions in respect of, any Governmental Authority, in order to obtain any required regulatory and antitrust Approvals or permit the lapse of any applicable waiting periods as soon as practicable.

7.4.3 In the event such Approvals are ultimately determined by the Parties, acting reasonably, as not to be available, the Parties shall use all their reasonable efforts to achieve the proposed Transfer(s) by using a mutually acceptable alternative structure.

8 **Governing Law and Dispute Resolution**

8.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India.

8.2 **Negotiation by Senior Executives:**

8.2.1 Any and all disputes between the Parties arising out of or in connection with this Agreement or its performance (including the validity of this Agreement) (a “**Dispute**”) shall, so far as is possible, be settled amicably between the Parties.

8.2.2 If a Dispute arises, any Party (the “**Disputant**”), may serve written notice on the other Party (“**Respondent**”) commencing a formal consultation period of 30 (thirty) days within which the Dispute should be resolved (the “**Consultation Period**”). During the Consultation Period, the authorized

representatives of the Disputant and the Respondent shall be obligated to promptly meet with each other and attempt to reach a resolution of the Dispute.

8.3 **Arbitration:**

- 8.3.1 If after the Consultation Period, the Disputant and Respondent have failed to reach an amicable settlement under Clause 8.2, the Dispute shall, at the request of either the Disputant or the Respondents, be settled by an arbitral panel consisting of 3 (three) arbitrators (“**Arbitration Board**”), of which the Disputant and the Respondent shall each appoint 1 (one) arbitrator and the 2 (two) arbitrators so appointed shall then jointly appoint a third arbitrator, who shall act as the presiding arbitrator.
- 8.3.2 The arbitration shall be conducted in accordance with the rules of the Arbitration and Conciliation Act, 1996.
- 8.3.3 The seat and the place of the arbitration shall be at Mumbai. The arbitration proceedings shall be conducted in the English language.
- 8.3.4 The arbitrators shall decide any Dispute submitted by the Parties to the arbitration strictly in accordance with the terms of this Agreement and the substantive laws of India and shall not apply any other substantive law. Within 20 (twenty) days following the conclusion of the arbitration hearing, the arbitrators shall prepare and deliver to the Parties and the Insurance Company written findings of fact and conclusions of law, in each case, prepared in English.
- 8.3.5 The arbitral award made and granted by the Arbitration Board shall be final, binding and incontestable and may be used as a basis for judgment thereon in India or elsewhere subject to Applicable Law.
- 8.3.6 All costs of arbitration shall be borne equally by both Disputant and Respondent. The cost of arbitration, and specifically the fees and expenses of the arbitrators, shall be shared equally by the Disputant and Respondent unless the award otherwise provides.
- 8.3.7 Subject to Applicable Law, none of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute except for the enforcement of an arbitral award granted pursuant to this Clause 8.3. For the avoidance of doubt, it is hereby clarified that under the Arbitration and Conciliation Act, 1996, the Parties are entitled to approach a court of law for interim relief regarding a Dispute being arbitrated upon under Clause 8.3.
- 8.3.8 During the period of submission of arbitration and thereafter until the granting of the award, the Disputant and Respondent shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 8.3.9 No Party shall disclose the existence, content, or results of any arbitration hereunder without the prior written consent of each of the others.

9 Covenants and Undertakings

- 9.1 Each Party covenants with the other and undertakes that it will do all such acts (including exercise of its rights as a shareholder or otherwise) as may be required or necessary for giving full effect to the terms of this Agreement. In addition, each Party undertakes to exercise its votes at any general meeting of Oben Services or the Insurance Company upon any matter submitted for action by the shareholders or with respect to which such shareholder may exercise its votes and, subject to Applicable Law, shall cause any Director nominated by it to exercise his voting rights at any board meetings, in conformity with the specific terms and provisions of this Agreement and to give full and complete effect to the provisions of this Agreement.
- 9.2 Each Party shall procure that its Affiliates and its Replacements to which Shares are Transferred or allotted will be bound by the terms of this Agreement in relation to those Shares. The relevant Party shall be responsible for ensuring compliance, and liable for any non-compliance with the provisions of this Agreement by its Affiliates and its Replacements (as may be applicable).
- 9.3 Subject to Applicable Law and subject to the shareholding currently held by foreign entities in KG Group which has been duly disclosed to Fairfax, notwithstanding anything else to the contrary in this Agreement, KG Group shall not transfer or sell any Shares held by it to any Person to the extent that such a transfer or sale adversely affects Fairfax's ability to own its ownership percentage of Shares from time to time or increase its ownership percentage to the maximum extent permitted under Applicable Law in accordance with this Agreement. The FDI in KG Group and/ or Permitted Affiliates holding Shares shall not exceed (either directly or indirectly) 49% (forty nine per cent) of the share capital of KG Group or such Permitted Affiliate.
- 9.4 The Parties agree that they intend to be bound by the terms of this Agreement and, if any provision is held to be unenforceable, the Parties agree to use their reasonable efforts to implement an alternative enforceable mechanism that would effect, as closely as possible, the intent of the Parties as reflected in or provided by the unenforceable provision. Moreover, each Party agrees that, if any corporate formality or other procedure is not expressly mandated under Applicable Law or the provisions of this Agreement to be taken by the Parties but the enforceability of any provision of this Agreement would be enhanced if the Parties act in accordance with such corporate formality or other procedure, it shall act in accordance therewith to the extent recommended by the counsel to the Insurance Company in the relevant jurisdiction.
- 9.5 Oben Services agrees that it shall adopt and approve, at any duly convened general meeting of the Insurance Company, the Insurance Company Articles in the form approved by the Parties in accordance with this Agreement.
- 9.6 Each Party shall bear the fees incurred in relation to any investment banker, broker, finder, consultant or intermediary appointed by such Party in connection with the transactions contemplated hereby including any investment banking, brokerage, finder's or similar fee or commission and no such costs shall be payable by the Insurance Company.
- 9.7 KG Group undertakes that KG Group shall not permit or actively seek any Foreign Investment in KG Group or any entity through which KG Group holds Shares such that Fairfax's ability to own or increase its shareholding percentage in Oben

Services / the Insurance Company is reduced or otherwise adversely impacted in any manner.

9.8 **Covenants of the Insurance Company:** The Insurance Company covenants and undertakes and KG Group and Oben Services shall procure that the Insurance Company does all such acts as may be required or necessary for giving full effect to the terms of this Agreement, including but not limited to the following:

- 9.8.1 The Insurance Company shall conduct the Business in accordance with the Business Plan. The Board shall review, from time to time, the progress of the Insurance Company in meeting the targets as set forth in the Business Plan and in any event at least once in every quarter of any given Financial Year. The Board shall review the Business Plan from time to time, and update and revise the same in accordance with the provisions of this Agreement.
- 9.8.2 The Insurance Company shall distribute its products through all permitted distribution channels, including direct, agency, broking, aggregation, online etc. The Insurance Company shall also endeavour to tie up long-term bancassurance arrangements for the Insurance Company.
- 9.8.3 The Insurance Company shall at all times maintain accurate and complete accounting and other financial records in accordance with the requirements of the IRDAI, Applicable Law and Indian GAAP.
- 9.8.4 For the purposes of the statutory audit of the financial statements of the Insurance Company, the Insurance Company shall, and the Parties shall procure that the Insurance Company appoints one or more leading audit firms of good repute.
- 9.8.5 For the purposes of internal audit, if the management of the Insurance Company decides to obtain the services of an external party for such purposes, the Parties shall procure that the Insurance Company appoints one or more of the leading audit firms of international repute.
- 9.8.6 Subject to Applicable Law, the Insurance Company shall furnish to each Party:-
 - (a) unaudited quarterly financial statements (including balance sheets and statements of income and cash flows) for the period commencing at the end of the previous fiscal quarter and ending with the end of the current fiscal quarter, within 15 (fifteen) days of the end of such fiscal quarter, duly certified by an authorized officer of the Insurance Company as having been prepared in accordance with Indian GAAP;
 - (b) audited annual financial statements (including balance sheets and statements of income and cash flows) for the current Financial Year and a statement of any changes in financial position of the Insurance Company for such Financial Year, within 60 (sixty) days of the end of such Financial Year, duly certified by an authorized officer of the Insurance Company as having been prepared in accordance with Indian GAAP; and within 90 (ninety) days after the end of each Financial Year, a copy of the annual statutory auditor's report for the Insurance Company for such Financial Year;

- (c) unaudited monthly financial statements (including balance sheets and statements of income and cash flows) for the period commencing at the end of the previous calendar month and ending with the end of the current calendar month, within 7 (seven) days of the end of the current calendar month, duly certified by an authorized officer of the Insurance Company as having been prepared in accordance with Indian GAAP;
- (d) the following quarterly reports:
 - (i) analysis of any variance from the then current (annual) budget;
 - (ii) projection of debt and equity requirements for each of the next two quarters;
 - (iii) projection of dividends for each of the next two quarters; and
 - (iv) any other information as may be reasonably requested by such Party.

9.8.7 In addition, subject to Applicable Law, the Insurance Company shall furnish to each Party, not later than the 5th (fifth) Business Day following the end of the month to which they relate, monthly management reports, compliance reports and accounts for the Insurance Company containing such information as is required to understand the operation of its business and as shall assist the Parties to be adequately kept informed.

9.8.8 At a Party's request, the Insurance Company shall furnish such other information and documents as may be required by the Party to enable it to comply with the requirement of any other Applicable Law and reporting requirements.

9.8.9 The Insurance Company shall maintain proper and requisite protection of the Intellectual Property created by the Insurance Company in terms of the General Insurance Products and their branding as well as any Intellectual Property created while conducting the business of General Insurance under the licence granted by the IRDAI.

9.8.10 KG Group and Fairfax shall have the right to conduct a compliance review and internal audit of the Insurance Company and shall have the right to access and review the books, records and financial statements of the Insurance Company for the said purpose. The Insurance Company shall, upon receipt of any such notice, provide to KG Group and/or Fairfax and/ or their respective authorised representatives with such information as may be reasonably requested by the requesting Party for the purpose of the compliance review. The cost for conducting such audit shall be borne by the Party requesting for the audit.

9.8.11 The Insurance Company shall prepare monthly compliance reports and any special compliance report that may be required by any Party.

9.8.12 The Insurance Company shall keep adequate insurance coverage, including D&O Insurance.

9.9 Oben Services covenants and undertakes to KG Group and Fairfax that it shall keep adequate insurance coverage, including D&O Insurance.

9.10 **Representations and Warranties by the Parties**

Each Party represents and warrants to the other Party as follows:

- 9.10.1 It has all requisite power and authority to execute, deliver and perform this Agreement and the terms and conditions contained herein;
- 9.10.2 This Agreement has been validly executed and delivered and constitutes a legal, valid and binding obligation on such Party and all corporate approvals and authorizations on the part of such Party and its officers, directors and shareholders necessary for the authorization, execution and delivery of, and the performance of all of its obligations under this Agreement have been obtained and are duly effective and certified copies of all such corporate approvals and authorizations along with all supporting notices have been furnished to the other Party;
- 9.10.3 The execution, delivery and performance of its obligations under this Agreement do not and will not: (a) contravene their respective memorandum or articles of association or other constitutive documents or provisions; (b) contravene any Applicable Laws, regulation or order of any Governmental Authority, official body or agency, including any judgment or decree of any court having jurisdiction over it; (c) conflict with or result in any breach or default under any agreement, instrument, regulation, licence or authorization binding upon it or any of its assets; or (d) result in infringement of the intellectual property rights of any third party;
- 9.10.4 There are no other commitments under any Applicable Law or agreements entered into by it which may be in breach of the terms of this Agreement or the obligations of such Party hereunder;
- 9.10.5 There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, or pending or, to the best knowledge of such Party, threatened or anticipated against such Party which may prejudicially affect its holding of Shares or the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder;
- 9.10.6 It has not employed any investment banker, broker, finder, consultant or intermediary in connection with the transactions contemplated hereby which would be entitled to any investment banking, brokerage, finder's or similar fee or commission payable by the Insurance Company in connection with the transactions contemplated hereby; and
- 9.10.7 Neither it nor any of its officers, directors, agents, employees or anyone else acting on its behalf has, in relation to the subject matter of this Agreement, paid, offered, promised, or authorised payment of money or anything of value, directly or indirectly, to any government official for the purpose of: (a) influencing any act or decision of such government official in favour of any member of its group; or (b) inducing such government official to do or omit to do any act in violation of his lawful duty in order to obtain or retain business for any member of its group, direct business to any Person or to secure any improper advantage to any member of its group.

9.10.8 The representations and warranties contained in Clauses 9.10.1 to 9.10.7 hereof are given and made on and as of the Signing Date and the Initial Completion Date and the date on which the Balance Funding is completed, and shall survive the execution and delivery of this Agreement and no Party shall take any action or permit action to be taken which would cause any of such representations or warranties to be no longer true or correct in any respect during the subsistence of this Agreement.

10 Other rights and obligations

10.1 **Disclosure of this Agreement:** All Parties shall keep all commercially sensitive contents of this Agreement (including any discussions and transactions arising from it) the disclosure of which could be detrimental to the interests of either Party, strictly confidential and shall not make any public announcements (including any press releases) without the prior approval from the other Parties (such approval not to be unreasonably withheld, in particular in the context of investor relations activities), unless required to do so by law or any relevant regulatory or similar authority (in the event that such disclosure is required, the other Parties shall be given a reasonable opportunity to review and comment on any such required disclosure).

10.2 Right to Information and Confidentiality

10.2.1 Fairfax, KG Group, and their authorized representatives shall be allowed access at all reasonable times and on reasonable notice to examine the books and records of Oben Services and the Insurance Company.

10.2.2 Without prejudice to Clause 10.2.1 and to the extent permissible under Applicable Law, any Director or any Person designated for the purpose in writing by Fairfax / KG Group shall be entitled to disclose any information and provide relevant documents and materials about Oben Services and Insurance Company to, and discuss its affairs, finances and accounts with, appropriate officers and senior employees of Fairfax / KG Group in question. Any information, documents and materials supplied or disclosed to or by Fairfax / KG Group in accordance with Clause 10.2.1 or this Clause 10.2.2 shall, subject to Clause 10.1, be kept strictly confidential in accordance with Clause 10.2.3.

10.2.3 Subject to Clause 10.1, each Party agrees and undertakes (and shall ensure that its employees, agents and advisers agree and undertake) to keep strictly secret and confidential and not to use for its own benefit or disclose to any outside party (excluding its group companies and then strictly on a need to know basis only) any Confidential Information without the prior written consent of the Insurance Company or the concerned Party, as the case may be. To that end, without limiting the generality of the foregoing provision, each Party agrees to cause all written materials relating to or containing such information, including all correspondence, reports and notes, and all copies, reproductions, reprints and translations thereof, to be plainly marked to indicate the secret and confidential nature thereof and to prevent the unauthorised use or reproduction thereof. “**Confidential Information**” shall include: (a) any information concerning the organization, business, technology, trade secrets, know-how, finance, transactions or affairs of Oben Services, Insurance Company or any shareholder of Oben Services or Insurance Company or any of their respective Affiliates, directors, officers or employees or any dispute arising from this Agreement; and (b) any

information or materials prepared by or for a Party that contain or otherwise reflect, or are generated from, Confidential Information. The provisions of Clause 10.2.3 shall not apply to: (i) Confidential Information that is in the public domain other than by the fault of the recipient Party; (ii) disclosure by a Party to any director, officer, employee or professional adviser of the Party, or of any related entity of the Party, who has a clear and legitimate need to use that information and such Person undertakes to treat the information as confidential; (iii) disclosure by the Parties or their Affiliates is required by any Applicable Law, a judicial order or decree of governmental law or order or regulation of any stock exchange; (iv) Confidential Information acquired independently by a Party from a third party source not obligated to the Party disclosing Confidential Information to keep such information confidential; and (v) the Confidential Information that was previously known to the recipient Party prior to receipt from the disclosing Party.

10.2.4 The obligations of each of the Parties contained in Clause 10.2 shall survive termination of this Agreement and shall continue unless and until any of the relevant Confidential Information enters the public domain otherwise than by breach by a Party of its obligations or which are required to be disclosed by law or a court order provided always that nothing contained in this Clause 10.2 shall prevent any Party from disclosing any such information to the extent required in or in connection with legal proceedings arising out of this Agreement.

10.2.5 KG Group and Oben Services shall use its best endeavours to procure that the Insurance Company shall use all reasonable endeavours to ensure that its officers, employees and agents observe a similar obligation of confidence in favour of each Party and that any Confidential Information or documents will only be circulated to such officers, employees and agents as shall have been designated for the particular purpose for which the Confidential Information or documents is required.

10.2.6 If Fairfax or KG Group ceases to be a shareholder of Oben Services, they shall thereupon forthwith hand over to Oben Services and Insurance Company all Confidential Information, documents and correspondence belonging to or relating to the business of Oben Services and Insurance Company unless required otherwise by law and shall, if so required by Oben Services or Insurance Company, certify that it has not kept any records or copies thereof.

10.3 **Inability of Fairfax to Exercise its Rights and Obligations**

Notwithstanding anything to the contrary in this Agreement, if Fairfax is entitled to exercise any rights pursuant to this Agreement to acquire Oben Services Shares, then it may, subject to obtaining the required Approvals from the relevant Governmental Authorities, designate and appoint a Fairfax Replacement to exercise such rights on its behalf and/or to hold or acquire such Oben Services Shares. A Fairfax Replacement shall execute a Deed of Adherence in accordance with **Schedule 4** and shall become entitled to exercise rights and be subject to obligations under this Agreement as set out therein.

11 **Termination and Events of Default**

- 11.1 **Validity of this Agreement:** This Agreement shall become effective, valid and binding with effect from the Signing Date until the date of termination of this Agreement in accordance with the provisions hereof.
- 11.2 **Events of Termination:** Fairfax shall have the right to forthwith terminate this Agreement upon the occurrence of any of the following “**Events of Termination**” under this Agreement:
- 11.2.1 appointment of a receiver/ liquidator/official assignee in respect of a substantial part of the assets of the Insurance Company or Oben Services or KG Group;
- 11.2.2 an order is made, or a resolution is passed, or any analogous proceedings are taken for the winding-up, administration or dissolution or insolvency (other than for the purposes of a solvent amalgamation or reconstruction) of the Insurance Company or Oben Services or KG Group, for the avoidance of doubt, it is hereby clarified that receipt of winding-up or insolvency notice itself shall not be a ground for termination unless a liquidator/ receiver/ official assignee is actually appointed in respect of a substantial part of the assets of the Insurance Company or Oben Services or KG Group by a competent court;
- 11.2.3 non-renewal of the license granted by the IRDAI to the Insurance Company to carry out the General Insurance Business;
- 11.2.4 if there has been a change in any Applicable Law in any country pursuant to which Fairfax may not own, hold or possess the Shares or CCPS or exercise its rights as contemplated under this Agreement; or
- 11.2.5 Occurrence of an Event of Default under Clause 11.3 below.
- 11.3 **Occurrence of an “Event of Default”:** An “**Event of Default**” shall be deemed to occur if any of the events set out below occur in relation to KG or any member forming part of the KG Group or Oben Services (“**Defaulting Shareholder**”):
- 11.3.1 a Defaulting Shareholder and/or its Affiliates committing a material breach or a material default of this Agreement, including a material breach of any of the Covenants and / or Representations and Warranties (“**Breach**”), which Breach, if can be remedied, has not been remedied within a period of 30 (thirty) days from the occurrence of such Breach;
- 11.3.2 an order is made or an effective resolution is passed, or analogous proceedings are taken and not dismissed or withdrawn within 60 (sixty) days, for the winding up or insolvency of the Defaulting Shareholder;
- 11.3.3 the Defaulting Shareholder makes a general assignment for the benefit of its creditors;
- 11.3.4 appointment of a receiver/ liquidator/ official assignee in respect of a substantial part of the Defaulting Shareholder or Insurance Company’s assets;
- 11.3.5 non-renewal of the license granted by the IRDAI to the Insurance Company to carry out the general insurance business;

11.3.6 KG ceases to be the Chairman of the Insurance Company or Oben Services for any reason whatsoever; or

11.3.7 KG ceasing to be involved in the day-to-day operations of the Insurance Company or Oben Services, for any reason whatsoever.

11.4 **Consequences of Events of Default:** Upon the occurrence of an Event of Termination, Fairfax shall, in addition to the right of termination, be entitled to purchase any or all of the Shares held by (i) KG and members forming part of the KG Group in Oben Services at a price to be determined by Fairfax, at its sole discretion, subject to Applicable Laws, provided that the total share transfer consideration for the entire stake held by the KG Group is structured such that KG Group receives the fair market value of the Shares for no more than 15% (fifteen percent) of the total equity share capital of Oben Services; and/or (ii) Oben Services in the Insurance Company at a price to be determined by Fairfax, at its sole discretion, subject in each case to applicable regulatory approvals. Exercise of such right by Fairfax shall constitute an unconditional obligation of KG, members of the KG Group, and / or Oben Services, to sell all of the Shares then held by them in Oben Services and / or the Insurance Company, to Fairfax, or in the sole discretion of Fairfax, to an Eligible Third Party nominated by Fairfax to acquire such shares. Further, KG Group hereby waives its right to receive the fair market value with respect to such a transfer with respect to such number of shares as are representative of more than 15% of the total equity share capital of Oben Services or the Insurance Company, as the case may be.

11.5 For the avoidance of doubt, the remedies available to the Parties under Clause 11.4 are in addition to any other remedy available to them under equity, this Agreement or Applicable Law.

12 **Fall Away of Rights**

All rights of KG Group and Fairfax under this Agreement (but not the obligations) shall automatically cease to apply and fall away upon such Party holding 15% or lower of the share capital of Oben Services.

13 **Miscellaneous**

13.1 **Legend:** Each physical certificate for any Shares of the Insurance Company now held or hereafter acquired by any Shareholder named herein or subsequently adhering to this Agreement shall, for as long as this Agreement is effective, bear a legend as follows:

“OBEN GENERAL INSURANCE LIMITED (THE “**COMPANY**”) IS A COMPANY ORGANISED UNDER THE LAWS OF INDIA, AND THE SHARES REPRESENTED BY THIS CERTIFICATE SHALL NOT BE SOLD, ASSIGNED, TRANSFERRED, EXCHANGED, MORTGAGED, PLEDGED OR OTHERWISE DISPOSED OF OR ENCUMBERED WITHOUT COMPLIANCE WITH THE PROVISIONS OF THE JOINT VENTURE AGREEMENT AMONG THE COMPANY AND THE SHAREHOLDERS OF THE COMPANY NAMED THEREIN OR SUBSEQUENTLY ADHERING THERETO. THE COMPANY WILL NOT REGISTER THE TRANSFER OF SUCH SHARES ON THE BOOKS OF THE COMPANY UNLESS AND UNTIL THE TRANSFER HAS BEEN MADE IN COMPLIANCE WITH THE TERMS OF SUCH JOINT VENTURE AGREEMENT.”

Each physical certificate for any equity shares of Oben Services now held or hereafter acquired by Fairfax, KG Group, or subsequently adhering to this Agreement shall, for as long as this Agreement is effective, bear a legend as follows:

“OBEN SERVICES PRIVATE LIMITED (THE “**COMPANY**”) IS A COMPANY ORGANISED UNDER THE LAWS OF INDIA, AND THE SHARES REPRESENTED BY THIS CERTIFICATE SHALL NOT BE SOLD, ASSIGNED, TRANSFERRED, EXCHANGED, MORTGAGED, PLEDGED OR OTHERWISE DISPOSED OF OR ENCUMBERED WITHOUT COMPLIANCE WITH THE PROVISIONS OF THE JOINT VENTURE AGREEMENT AMONG THE COMPANY AND THE SHAREHOLDERS OF THE COMPANY NAMED THEREIN OR SUBSEQUENTLY ADHERING THERETO. THE COMPANY WILL NOT REGISTER THE TRANSFER OF SUCH SHARES ON THE BOOKS OF THE COMPANY UNLESS AND UNTIL THE TRANSFER HAS BEEN MADE IN COMPLIANCE WITH THE TERMS OF SUCH JOINT VENTURE AGREEMENT.”

- 13.2 **No agency:** No Party acting solely in its capacity as a shareholder of the Insurance Company or Oben Services, as the case may be, shall act as an agent of the Insurance Company or Oben Services or have any authority to act for or to bind the Insurance Company or Oben Services, except as authorized by the Board or Oben Board in accordance with the terms and conditions of this Agreement. Any Party that takes any action or binds the Insurance Company or Oben Services in violation of this Clause 13.2 shall be solely responsible for, and shall indemnify the Insurance Company and other Parties against, any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever (including but not limited to any investigative, legal and other expenses incurred in connection with, and any amounts paid in settlement of, any pending or threatened legal action or proceeding) that the Insurance Company, or such other Parties, as the case may be, may at any time become subject to or liable for by reason of such violation.
- 13.3 **No partnership:** The Parties expressly do not intend hereby to form a partnership, either general or limited, under any jurisdiction's partnership law. The Parties do not intend to be partners to one another or partners as to any third party, or create any fiduciary relationship among themselves, solely by virtue of their status as shareholders of the Insurance Company or Oben Services. To the extent that any Party, by word or action, represents to another Person that any Party is a partner or that the Insurance Company or Oben Services is a partnership, the Party making such representation shall be liable to any other Party that incurs any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever (including but not limited to any investigative, legal or other expenses incurred in connection with, and any amount paid in settlement of, any pending or threatened legal action or proceeding) arising out of or relating to such representation.
- 13.4 **Indemnification**
- 13.4.1 All (i) representations and warranties made by the Parties in this Agreement or in any certificate delivered by the Parties pursuant hereto shall survive in perpetuity (notwithstanding that this Agreement has been terminated for any reason); and (ii) unless specifically stated herein, covenants made by the Parties in this Agreement or in any certificate delivered by the Parties hereto, shall survive the duration of this Agreement.
- 13.4.2 Each Party (“**Indemnifying Party**”) shall indemnify and hold harmless the other Party (“**Other Party**”) from and against any and all Losses incurred to enforce the terms of this Agreement, suffered or incurred by any such Other Party arising from, relating to or otherwise in respect of: (a) any breach of, or inaccuracy in,

any representation or warranty of the Indemnifying Party contained in this Agreement or in the certificates delivered by the Indemnifying Party pursuant to this Agreement; and (b) any breach of any covenant of the Indemnifying Party contained in this Agreement.

- 13.5 **Amendments:** This Agreement shall not be altered, modified, supplemented or amended except by an instrument in writing duly signed by or on behalf of the Parties.
- 13.6 **Severability:** If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or Applicable Law, such provision or part shall to that extent be deemed not to form part of this Agreement, and the legality and enforceability of the remainder of this Agreement shall not be affected in any manner whatsoever. In the event any provision or part of this Agreement is severed, then in such an event the Parties will endeavour to arrive at a replacement provision that is enforceable and embodies the understanding of the severed provision, which provision would be as may be mutually agreed.
- 13.7 **Additional Documents:** Each Party shall promptly execute and deliver such additional documents and agreements as are envisaged in this Agreement and any other agreement or document as may be reasonably required by the other Parties for the purpose of implementing this Agreement.
- 13.8 **Entire Agreement:** This Agreement (together with any ancillary agreements and any other documents explicitly referred to herein or therein or executed by the Parties pursuant to the terms hereof or thereof) constitutes the whole arrangement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter.
- 13.9 **Waiver:** No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power, or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- 13.10 **Consent to Specific Performance:** The Parties declare that damages alone may not be a sufficient remedy for a Party in the event of any failure by the other Party to perform any of the obligations hereunder. Therefore, if any Party shall institute any action or proceeding to seek specific performance or injunctive and other relief for the enforcement of the provisions hereof (to the extent permitted by Applicable Law), the Party against whom such action or proceeding is brought hereby waives any claim or defence in the matter on the ground that the other Party has an adequate remedy under Applicable Law and agrees not to oppose the granting of such relief by a court of competent jurisdiction.

- 13.11 **Expenses:** Unless regulated to the contrary herein, all costs and expenses incurred by the Parties in connection with the preparation, negotiation, finalization and execution of this Agreement including without limitation, costs and expenses associated with retention of financial, legal, tax and other professional advisers, shall be borne by Fairfax. The Parties agree and understand that the rates of stamp duty as applicable in Maharashtra would be levied on this Agreement and the same shall be paid by Fairfax. Notwithstanding anything contained herein, any transfer taxes, stamp duty, or other costs and expenses, in relation to a Transfer of Shares of Oben Services or the Insurance Company shall be borne by the transferor only.
- 13.12 **Survival Clauses:** The provisions of Clauses 1.1, 2, **Error! Reference source not found.**, 6 (Terms of the CCPS), 8 (Governing Law and Dispute Resolution), 9.10 (Representations and Warranties by the Parties), 10.2 (Rights to Information and Confidentiality), 11 (Termination and Events of Default), 13 (Miscellaneous), Schedule 1 (Definitions), Schedule 2 (Exclusivity and Non-Compete) and Schedule 5 (Terms of the CCPS) shall survive the termination of this Agreement, in accordance with the terms therein.
- 13.13 **Assignment:** Except as otherwise provided herein and except for assignment to a Permitted Affiliate of a Party in accordance with this Agreement, neither this Agreement nor any right or obligation hereunder or part hereof may be assigned by any Party or their Affiliates who hold Shares, without the prior written consent of the other Parties; provided, that notwithstanding the foregoing, the Party making such assignment shall remain liable for all liabilities and obligations of such Party and the assignee thereof pursuant to this Agreement and any ancillary agreements; and provided, further, that such assignee shall enter into a Deed of Adherence in accordance with **Schedule 4**. The Insurance Company shall not be entitled to assign its rights and obligations under this Agreement.
- 13.14 **Independent Rights:** Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- 13.15 **Interpretation:** In this Agreement (unless the context requires otherwise):
- (i) Any reference herein to any Article, Clause or Schedule is to such Article or Clause of or Schedule to this Agreement unless the context otherwise requires. The Schedules to this Agreement shall be deemed to form part of this Agreement;
 - (ii) References to a Party shall, where the context permits, include such Party's respective successors, legal representatives and permitted assigns;
 - (iii) The term "including" shall be construed without limitation;
 - (iv) The headings are inserted for convenience only and shall not affect the construction of this Agreement;
 - (v) Unless the context requires otherwise, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders; and
 - (vi) Each Party acknowledges that it is a commercially sophisticated Party and has voluntarily entered into this Agreement with a full and complete understanding of the underlying principles. No provision of this Agreement shall be interpreted in favour of, or against any, Party for the reason that such Party and/ or its legal representatives had proposed such provision or had drafted such provision.

13.16 **Counterparts:** This Agreement may be executed in four or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.17 **Covenants Reasonable:** The Parties agree that, having regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Parties and their Affiliates. If any such covenant is held to be void as going beyond what is reasonable in all the circumstances, but would be valid if amended as to scope or duration or both, the covenant will apply with such minimum modifications regarding its scope and duration as may be necessary to make it valid and effective.

13.18 **Notices**

Unless otherwise stated, all notices, approvals, instructions, demand and other communication given or made under this Agreement shall be in writing and may be given by personal delivery or by sending the same by pre-paid registered mail or by email addressed to the relevant Party at the following address (or such other address as the addressee has by 5 days' prior written notice specified to the other Parties):

To Fairfax:

For the attention of : Ms. Amy Tan
Address : Level 1
Maeva Tower
Silicon Avenue
CyberCity
Ebene – 72201
Email : ATan@hwicasia.com

To KG Group:

For the attention of : Mr. Kamesh Goyal
Address : Oben General Insurance Limited
Smartworks Business Center,
1st floor, Nyati Unitree, West Wing,
Samrat Ashok Road (Pune-Nagar Road),
Yerawada, Pune – 411006, India.
Email : kamesh.goyal@obeninsurance.com

To Oben Services:

For the attention of : Mr. Kamesh Goyal
Address : Oben General Insurance Limited
Smartworks Business Center,
1st floor, Nyati Unitree, West Wing,
Samrat Ashok Road (Pune-Nagar Road),
Yerawada, Pune – 411006, India.
Email : kamesh.goyal@obeninsurance.com

With a copy to:

For the attention of : Ms. Amy Tan
Address : Level 1
Maeva Tower

Silicon Avenue
CyberCity
Ebene – 72201
Email : ATan@hwicasia.com

To Insurance Company:

For the attention of : Kamesh Goyal
Address : Oben General Insurance Limited
Smartworks Business Center,
1st floor, Nyati Unitree, West Wing,
Samrat Ashok Road (Pune-Nagar Road),
Yerawada, Pune – 411006, India.
Email : kamesh.goyal@obeninsurance.com



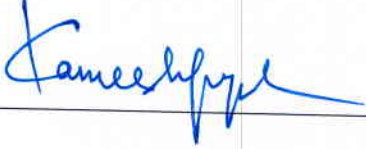
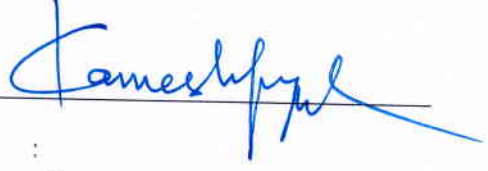
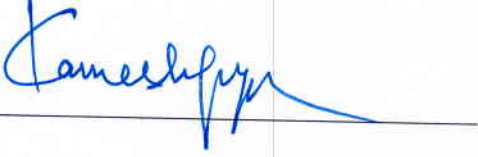
With a copy to:

For the attention of : Ms. Amy Tan
Address : Level 1
Maeva Tower
Silicon Avenue
CyberCity
Ebene – 72201
Email : ATan@hwicasia.com

Any notice, approval, instruction, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered at the time of delivery.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Signing Date.

KAMESH GOYAL  By : Name : Kamesh Goyal Title : Director	FAL CORPORATION  By : Name : Amy Tan Title : Director
OBEN VENTURES PRIVATE LIMITED  By : Name : Kamesh Goyal Title : Director	OBEN SERVICES PRIVATE LIMITED  By : Name : Kamesh Goyal Title : Director
OBEN GENERAL INSURANCE LIMITED  By : Name : Kamesh Goyal Title : Director	

SCHEDULE 1 – DEFINITIONS

Definitions: In this Agreement (including the Schedules hereto), except where the context otherwise requires, the following words and expressions shall have the following meanings:

"Act" means the Companies Act, 2013 (to the extent notified by the Government of India and currently in force), and the Companies Act, 1956, to the extent not repealed and replaced by notified provisions of the Companies Act, 2013, as applicable and amended from time to time and as supplemented by rules and regulations issued thereunder.

"Affiliate" with respect to a Party, means any company, corporation, association or other entity, which, directly or indirectly, Controls, is Controlled by or is under common Control with such Party.

"Agreed Form" means, in relation to any document, the form and substance of that document which has been agreed and, if so, initialed for the purpose of identification by or on behalf of the Parties.

"Applicable Law" means the Act, the Insurance Act, IRDAI Act, and all (other) applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of any Governmental Authority.

"Approvals" means all permissions, consents, validations, confirmations, licences, approvals and other authorizations of any Governmental Authority required to be obtained in order to implement and give effect to any of the provisions of this Agreement.

"Auditor" means the statutory auditors of the Insurance Company which shall be reputed accounting firms practicing in India and appointed by the Board in accordance with Applicable Law.

"Board" means the board of directors of the Insurance Company, as duly constituted from time to time.

"Board Committee" means a committee (or sub-committee thereof) duly constituted under the Board.

"Board Meeting" means a meeting of the Board.

"Business Day" means a day on which banks are open for normal banking business in Ebene, Mauritius and Pune, India (excluding Saturdays, Sundays and public holidays), and "Business Days" shall be construed accordingly.

"Businesses" includes (i) development and consultancy services in all areas of information technology, (ii) to carry on support services including IT Support, Pay Roll Management, Call Centre, Tele-marketing, facilities management services, etc.; and (iii) for the formation, promotion, acquisition and/ or registration of, any company or companies, including companies in the financial services sector such as insurance company(ies), whether as a subsidiary or otherwise.

"CCPS" means 63,00,000 compulsorily convertible preference shares of the face value of INR 1,000 each, aggregating to INR 630,00,00,000 (Rupees Six Hundred and Thirty Crore only), to be issued by Oben Services to Fairfax, in accordance with, and subject to, the terms of this Agreement; the terms of each such CCPS shall be as per the terms set out in **Schedule 5**.

"Certificate of Registration" means the certificate of registration granted by the IRDAI in Form IRDA/R3 of the Registration Regulations and Clause 3(2A) of the Insurance Act.

"Chairman" means the Director who is elected and/or appointed to act as the chairman of the Board / Oben Board.

“**Conditions Precedent**” has the meaning ascribed to the term in Clause 2.3.1.

“**Control**” means the possession by a Person or a group of Persons acting in concert, directly or indirectly, of the power to direct or cause the direction of the management and policies of another Person, whether through the board of directors or ownership of voting rights in such other Person, by contract or otherwise. A Person or a group of Persons acting in concert shall be deemed to be in Control of a body corporate if such Person or group of Persons is in a position to appoint or appoints the majority of the directors of such body corporate or acquires the right, whether through an agreement or otherwise, to direct or cause the direction of, or control, the management of such body corporate. The terms “**Controlling**”, “**Controlled by**” and “**under common Control**” shall be construed accordingly.

“**Director**” means a director on the Board or on the Oben Board, as the context may require.

“**Eligible Third Party**” shall mean a person/ entity: (a) which is not a competitor of Fairfax and/or Oben Services and/ or the Insurance Company; (b) a sale of Shares to such a Person/ entity shall not result in the breach of Applicable Law (including the cap on FDI under Applicable Law); and (c) which is acceptable to Fairfax. The Eligible Third Party must agree to pass on the restrictions under (a), (b) and (c) if it sells such Shares.

“**Equity Shares**” means equity shares of Oben Services or the Insurance Company, as the case may be, each having a face value of Rs. 10 (Rupees Ten Only), constituting a single class of shares carrying the same rights as to voting and dividend.

“**Fairfax Director**” means a Director nominated by Fairfax to the Oben Board.

“**Fairfax Replacement**” means any independent third party (who is an Eligible Third Party and has executed a Deed of Adherence as set out in **Schedule 4**) designated by Fairfax, to (a) control or acquire any securities of Oben Services (including, without limitation, Oben Services Shares) that Fairfax or any of its Permitted Affiliates is entitled to control or acquire under this Agreement or (b) exercise any rights (including, without limitation, voting rights) that Fairfax or any of its Permitted Affiliates is entitled to exercise under the Agreement.

“**Financial Year**” means the accounting year of the Insurance Company commencing each year on April 1 and ending on March 31 of the following year; provided that the first Financial Year shall commence on the date of incorporation of the Insurance Company and end on March 31 of the year immediately following the year in which the Insurance Company was incorporated.

“**Foreign Investment**” means an investment by a Person not resident in India whether through (i) foreign direct investment route (“**FDI**”), (ii) non-resident Indian route (“**NRI**”), in any securities of a Person or (iii) any other means such that it qualifies in any of the categories of FDI or NRI investment under the Applicable Law.

“**General Insurance Business**” has the meaning ascribed to such term under the Insurance Act, in each exclusively in the territory of India, and shall include (i) underwriting of standalone health insurance business, to the extent permitted under an Indian general insurance license; and (ii) such other insurance businesses as may be mutually agreed in writing between Fairfax and KG Group from time to time, subject to such businesses being permitted to be written under an Indian general insurance license.

“**General Insurance Products**” means products which are covered within the meaning of “general insurance business” as defined under the Insurance Act and any other applicable insurance laws/regulations and any other similar products that may be products underwritten by a general insurance company and regulated by the IRDAI under the Insurance Act and the IRDAI Act.

“Government Authorities” means any governmental, statutory, departmental, or public body or authority, including courts of competent jurisdiction, the RBI and the IRDAI.

“Independent Director” shall mean a non-executive Director who shall be nominated from time to time and (a) apart from receiving director’s remuneration, does not have any material pecuniary relationships or transactions with the Insurance Company; (b) is not related to the Parties or persons occupying management positions at the Board; (c) has not been an employee of the Insurance Company and/or Fairfax and/or KG Group for the immediately preceding three (3) financial years; or (d) is not a partner or an executive or was not partner or an executive during the preceding three (3) years, of any of the following: (i) the statutory audit firm or the internal audit firm that is associated with the Insurance Company and/or any of the Shareholders; and (ii) the legal firm(s) and consulting firm(s) that have a material association with the Insurance Company and/or any of the Shareholders.

“Indian GAAP” means the generally accepted accounting principles in effect from time to time in India.

“Initial Completion” means the fulfilment of the actions to be undertaken pursuant to Clause 2.4, to the reasonable satisfaction of Fairfax.

“INR” / “Rs.” / “Rupees” shall mean the lawful currency of the Republic of India.

“Insurance Act” means the Insurance Act, 1938 of India, as amended from time to time.

“Insurance Company” means Oben General Insurance Company Limited.

“Insurance Company Articles” means the articles of association of the Insurance Company, in Agreed Form, duly reflecting such of the terms and conditions of this Agreement as the Parties may agree.

“In-Principle Approvals” means the approvals granted by the IRDAI with respect to applications made by the Insurance Company in Form IRDAI/R1 and Form IRDAI/R2, pursuant to the Registration Regulations, which are standard and do not contain any unusual conditions that are onerous for either KG Group or Fairfax.

“Intellectual Property” shall mean any and all intellectual property or proprietary rights and shall include all rights as applicable relating to any copyright rights (including rights in audiovisual works), moral rights, trademark rights (including logos, slogans, domain names, trade names and service marks), patent rights (including patent applications and disclosures), design rights, know-how, inventions, proprietary computer programs and software, manufacturing process rights, rights of priority and trade secret rights, recognized in any country or jurisdiction in the world.

“Indian Owned and Controlled Guidelines” means the Guidelines on “Indian Owned and Controlled”, issued by the IRDAI on October 19, 2015.

“IRDAI” means the Insurance Regulatory and Development Authority.

“IRDAI Act” means the Insurance Regulatory and Development Authority of India Act, 1999, as amended from time to time.

“Key Employees” means Chief Financial Officer (CFO), Chief Investment Officer (CIO), Chief Operating & Information Technology Officer (COO), Chief Marketing Officer (CMO, Sales and Marketing), Chief Distribution Officer (CDO), Appointed Actuary, CRO & Head - Legal Compliance and Secretarial and such other employees as maybe decided by the Parties (by whatever title called).

“KG Director” means a Director nominated by a member of the KG Group to the Oben Board.

“Material Adverse Effect” means, with respect to any Party, a material adverse effect on:

- (i) the validity or enforceability of this Agreement or of the rights or remedies of such Party; or
- (ii) the assets, business properties, liabilities, financial condition, results or operations of such Party and which materially affects the ability of such Party to perform its obligations under this Agreement.

“Oben Articles” means the articles of association of Oben Services, in Agreed Form, duly reflecting such of the terms and conditions of this Agreement as the Parties may agree.

“Oben Board” means the board of directors of Oben Services, as duly constituted from time to time.

“Oben Board Committee” means a committee (or sub-committee thereof) duly constituted under the Oben Board.

“Oben Board Meeting” means a meeting of the Oben Board.

“Oben Services Director” means a Director nominated by Oben Services to the Board.

“Oben Services Shares” unless otherwise specified, means the equity and preference shares of Oben Services (including the CCPS).

“Permitted Affiliate” shall, with respect to any Party, mean any other Person directly or indirectly Controlling, Controlled by, or under common Control with, that Party or any Person or entity forming part of such Party; where “Controlling”, “Controlled by” or “Control” with respect to any Person, not being a company listed on a recognized stock exchange in India, shall mean ownership or control (whether directly or indirectly) of 100% (one hundred percent) of the total equity share capital or voting capital, whether by shareholding or contract or otherwise, and shall have to be a Person acceptable to the other Party. Where the Person is a company listed on a recognized stock exchange in India, “Controlling”, “Controlled by” or “Control” with respect to such Person shall mean ownership or control (whether directly or indirectly) of 51% (fifty one percent) of the total equity share capital or voting capital, whether by shareholding or contract or otherwise, and shall have to be a Person acceptable to the other Party.

“Person” means any natural person, firm, company, governmental authority, joint venture, partnership, association or other entity (whether or not having separate legal personality).

“RBI” means the Reserve Bank of India.

“Registration Regulations” means the Insurance Regulatory and Development Authority (Registration of Indian Insurance Companies) Regulations, 2000 as amended from time to time.

“Replacement” means any independent third party (who is an Eligible Third Party and has executed a Deed of Adherence as set out in **Schedule 4**) designated by a Party, to: (a) control or acquire any securities of the Insurance Company (including, without limitation, Shares) that the Party or any of its Permitted Affiliates is entitled to control or acquire under this Agreement; or (b) exercise any rights (including, without limitation, voting rights) that the Party or any of its Permitted Affiliates is entitled to exercise under the Agreement.

“Representations and Warranties” means the representations and warranties made by the Parties as set forth in Clause 9.10 of this Agreement.

“Share Capital” means the total issued and paid up equity share capital of the Insurance Company.

“Shareholder(s)” means the shareholder(s) of the Insurance Company.

“Shares” unless otherwise specified, means the equity shares of the Insurance Company with a par value of Rs. 10 (Rupees Ten Only) each to be issued and subscribed from time to time in the Share Capital.

“Transfer” means sell, gift, give, assign, transfer, transfer of any interest in trust, mortgage, alienation, hypothecate, pledge, encumber, grant a security interest in any shares of Oben Services and/or the Insurance Company, as the case may be, or any right, title or interest therein or otherwise dispose of the shares directly or indirectly in any manner whatsoever voluntarily or involuntarily.

For the purposes of this Agreement and unless otherwise specified, any reference to Fairfax or the term “shareholder(s)” in the context of Fairfax shall include (i) Fairfax; (ii) Permitted Affiliates of Fairfax holding shares in Oben Services; and (iii) the Fairfax Replacement(s), if any, and accordingly all the above shall be considered as a single party to this Agreement or a single shareholder, as the context may warrant.

For the purposes of this Agreement and unless otherwise specified, any reference to KG Group or the term “shareholder(s)” in the context of KG Group shall include (i) KG Group; and (ii) Permitted Affiliates of KG Group holding shares in Oben Services; and accordingly all the above shall be considered as a single party to this Agreement or a single shareholder, as the context may warrant.

SCHEDULE 2 - EXCLUSIVITY / NON-COMPETE

1. So long as either Fairfax or KG Group together with their respective Affiliates hold Oben Services Shares constituting not less than 15% (fifteen per cent) of the entire share capital of Oben Services, neither KG Group or Oben Services nor its respective Affiliates shall directly or indirectly own, invest, control, acquire, operate, manage, participate or engage in any business in India or do or facilitate or assist in doing any act which competes or is likely to directly or indirectly compete with the general insurance business of the Insurance Company in India whether on its own account or as a consultant to or as a partner, agent, employee, shareholder or director of any other Person and / or prejudice the interest of the Insurance Company.
2. Nothing contained herein shall apply to: (a) subject to Applicable Law, a right to invest in, or otherwise engage in the business of re-insurance, life insurance or health insurance (on a standalone basis) in India; (c) KG Group and Oben Services shall remain unrestricted from undertaking any insurance business outside India (for so long as such business or any acquisitions made outside India do not result in acquisition of any interest (directly or indirectly) in an entity carrying on general insurance business in the territory of India; and (d) securities held, directly or indirectly, by KG Group and Oben Services and/or their respective Affiliates, listed on a stock exchange or automated quotation system of any Person to the extent that such investment does not directly or indirectly confer on KG Group / Oben Services and/or its Affiliates more than 5% (five per cent) of the voting power with respect to, or interest in the profits of, such Person.
3. Nothing in this Schedule shall apply to (provided that an Event of Default has not occurred):
 - (a) KG Group, upon the complete exit of Fairfax as a shareholder of Oben Services; and
 - (b) the termination of the Agreement prior to commencement of Business.
4. KG Group and Oben Services recognize that currently in India, General Insurance Products are generally underwritten, distributed, and sold by general insurance companies. KG Group and Oben Services agree and undertake that neither KG Group and Oben Services nor their respective Affiliates shall directly or indirectly own, invest, control, acquire, operate, manage, participate or engage in any business in India or do or facilitate or assist in doing any act which is likely to directly or indirectly offer General Insurance Products, whether on its own account or as a consultant to or as a partner, agent, employee, shareholder or director of any other Person and / or prejudice the interest of Oben Services and/or the Insurance Company.
5. KG Group and Oben Services hereby agrees that from the Signing Date and until the expiry of 2 (two) years after termination of this Agreement, KG Group and Oben Services shall not, and shall procure that its Affiliates and the Key Employees shall not, directly or indirectly, other than through the Insurance Company, within the territory of India:
 - a. invest in, carry on, manage, operate, conduct, join, assist, have any financial interest in (as shareholder or otherwise), control, or participate in or be engaged in (whether as a shareholder, director, employee, officer, agent, advisor, or a member of any management or executive committee of a company, a partner of a partnership firm, designated partner of a limited liability partnership, or proprietor of a proprietorship firm, or any other entity whether registered under Applicable Laws or not or otherwise), any undertaking, venture, business or Person (including, but not limited to, any joint venture, partnership or other arrangement of whatsoever nature), in each case, that competes with the business of the Insurance Company; or
 - b. be concerned in any business, directly or indirectly, manufacturing, operating, selling or distributing products or services which compete, or may compete, with any business

then carried on by the Insurance Company; or

- c. on their own account or as an agent of any Person, canvass or solicit for any business that competes with the business of the Insurance Company.
6. KG Group and Oben Services agree that any violation of the terms of this Schedule shall be construed as an 'Event of Default' and Fairfax shall be entitled to all the remedies available under this Agreement and under Applicable Law.

SCHEDULE 3 – INTENTIONALLY LEFT BLANK

SCHEDULE 4 - DEED OF ADHERENCE

This **DEED OF ADHERENCE** dated [●] (this “**Deed**”) is made and entered into among:

- (a) **Mr. Kamesh Goyal**, son of [●], residing at [●], India (hereinafter referred to as “**KG**”, which expression shall include his legal heirs, executors, administrators and permitted assigns);
- (b) **Oben Ventures Private Limited**, a company incorporated under the laws of India and having its registered office at [●], India (hereinafter referred to as “**Oben Ventures**”, which expression shall include its successors and permitted assigns);
- (c) **FAL Corporation**, a company incorporated under the laws of Mauritius having corporate identification number/ unique number 48869 C1/GBL and having its office at Office 6, Level 1, Maeva Tower, Cybercity, Ebene, Mauritius (hereinafter referred to as “**Fairfax**”, which expression shall include its successors and permitted assigns);
- (d) **Oben Services Private Limited**, a company incorporated under the laws of India and having its registered office at [●], India (hereinafter referred to as “**Oben Services**”, which expression shall include its successors and permitted assigns);
- (e) **Oben General Insurance Company Limited**, a company incorporated under the laws of India having its registered office at [●] (hereinafter referred to as the “**Insurance Company**”, which expression shall, unless it be repugnant to the context, be deemed to mean and include its successors and permitted assigns); and
- (f) [●] [*Insert name of the transferee*], a company incorporated and existing under the laws of [●] having its registered office at [●] (hereinafter referred to as the “**New Shareholder**”, which expression shall include its successors and permitted assigns).

(KG Group, Fairfax, Oben Services and the Insurance Company are hereinafter referred to individually as an “**Original Party**” and collectively as the “**Original Parties**”)

WHEREAS

- A In terms of the joint venture agreement dated [●] day of [●], [●] between the Original Parties (the “**Agreement**”), the Original Parties are permitted to Transfer Shares in Oben Services / the Insurance Company to the New Shareholder, subject to the provisions of the Agreement including the execution of a Deed of Adherence by the New Shareholder, being this Deed.
- B The New Shareholder is a Permitted Transferee/Eligible Third Party to whom [●] [insert name of transferor] (“**Transferring Party**”) intends to Transfer the Shares in Oben Services / the Insurance Company in accordance with the Agreement and New Shareholder is now executing this Deed as required under the Agreement.

NOW, THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- A. **Consent to the terms of the Agreement by the New Shareholder**
 - (a) The New Shareholder covenants, undertakes and agrees with the Original Parties and the Insurance Company that by executing this Deed it shall be bound by all the duties and obligations of any nature whatsoever cast upon the Transferring Party under the Agreement in respect of the Shares it acquires.
 - (b) The New Shareholder hereby confirms to the Original Parties and the Insurance Company that

it has received a certified copy of the Agreement.

B Representations and Warranties

The New Shareholder confirms and represents and warrants to the Original Parties and the Insurance Company that each of representations and warranties set out in Clause [●] (Representations and Warranties) of the Agreement is true and correct in respect of itself as of the date hereof.

C Definitions

Capitalized terms used in this Deed but not defined herein shall have the meanings ascribed to them in the Agreement.

D Governing Law and Dispute Resolution

The Parties hereby agree and confirm that the provisions of Clause [●] of the Agreement (Governing Law and Dispute Resolution) shall apply mutatis mutandis to this Deed, as if set out specifically herein.

E Notice

The New Shareholder furnishes the following details for purpose of Clause [●] (Notices):

Attention:

Fax:

IN WITNESS WHEREOF, the Original Parties, New Shareholder and the Insurance Company have entered into this Deed the day and year first above written.

[●] [insert name of the New Shareholder]

For Oben Services Private Limited

Authorised Signatory
Name:
Designation:

Authorised Signatory
Name:
Designation:

For Oben General Insurance Company
Limited

For FAL Corporation

Authorised Signatory
Name:
Designation:
By Kamesh Goyal

Authorised Signatory
Name:
Designation:

For Oben Ventures Private Limited

Authorised Signatory
Name:
Designation:

SCHEDULE 5

TERMS OF THE CCPS

(To be printed on the reverse of the CCPS)

The expression “**CCPS**” in these terms and conditions refers to the compulsorily convertible CCPS of Oben Services having a face value of Rs. 1,000 each, which are convertible into Equity Shares of Oben Services.

The expression “**Equity Shares**” in these terms and conditions refers to the equity shares of Oben Services, each having a face value of Rs. 10 (Rupees Ten Only), constituting a single class of shares carrying the same rights as to voting and dividend.

(Capitalised terms which are used but not defined herein shall have the same meaning as assigned thereto in the Joint Venture Agreement dated May 30, 2017 (the “**Agreement**”) entered into by and between Kamesh Goyal, Oben Ventures Private Limited, Oben Services Private Limited, Oben General Insurance Limited and FAL Corporation.

1. Dividend Preference

- 1.1. Each Financial Year, each holder of the CCPS shall be entitled to be paid a cumulative preferential dividend of 12.3% per annum of the face value thereof, and if Oben Services declares any dividend or other distribution to its holders of equity shares, in cash or otherwise, the aggregate amount of dividend or other distribution which such holder of the CCPS would have received if, on the record date for each distribution made during the Financial Year during which the dividend or other distribution is made (including the record date for the dividend or distribution at stake), it were the holder of the maximum number of Equity Shares into which its CCPS can be converted, on the record date for such distribution. At the option of the holder of the CCPS, the CCPS shall become entitled to the maximum preference dividend permitted under Applicable Law.
- 1.2. In any given Financial Year, Oben Services may not declare any dividend or other distribution to its holders of equity shares unless it has first declared the preferential dividend for such Financial Year to the holders of the CCPS. If, in any given Financial Year, Oben Services has not declared the preferential dividend, holders of CCPS shall (notwithstanding that the CCPS may have been redeemed or converted) have the right to receive the preferential dividend for such given Financial Year in the following Financial Year.
- 1.3. No dividend or distribution shall be paid or declared in respect of any Equity Shares if and to the extent that as a consequence of such dividend or distribution any CCPS would be entitled to a dividend hereunder greater than the maximum amount permitted to be paid in respect of CCPS of an Indian company held by a non-resident under applicable Laws (including without limitation, the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India), Regulations, 2000).

2. Liquidation Preference

- 2.1. In the event of a dissolution or winding up, the proceeds available for distribution to shareholders of Oben Services shall be paid or distributed in a manner such that each holder of CCPS shall be entitled, on a *pari passu* basis and subject to Applicable Law, to receive in respect of each CCPS then held by such holder, prior and in preference to any distribution of any assets or funds or proceeds to the holders of the Equity Shares or any other securities, an amount (the “**Preference Amount**”) equal to 100% of the issue price of such CCPS plus any arrears of declared and accrued but unpaid dividends calculated to the date of such payment.
- 2.2. The Parties hereto hereby agree and undertake to fully co-operate with each other in making

the payment of the Preference Amount in the order and manner provided above and to do all such things as may be reasonably necessary and that they shall use and employ all reasonably necessary efforts and commit best endeavors to ensure that payment of the Preference Amount is made in accordance with this Clause 2. The Company covenants that it shall do all reasonably necessary acts, deeds and things to obtain any regulatory approvals and consents in a timely manner such that the liquidation preference can be made to the CCPS holder within the time periods mentioned above.

3. Conversion

- 3.1. Each CCPS shall be cumulatively converted into 2.324 Equity Share at par, subject to the maximum permissible limit under Applicable Laws and the provisions of the Agreement.

4. Mechanics of Conversion

- 4.1. In order to effect a conversion into Equity Shares, the holder of the CCPS shall give written notice to Oben Services (the “**Conversion Notice**”) at its principal corporate office, of the election to convert the same and shall state therein the number of shares to be converted.
- 4.2. The Conversion Notice may include a request (a “**Conversion Request**”) addressed to Oben Services to (x) apply for any approval of a Government Authority (“**Government Approval**”) for the issue of the Equity Shares to be issued upon conversion of the CCPS as set forth in the Conversion Notice if the same is required to be obtained by the Oben Services and/or (y) take any corporate and/or shareholder proceedings or action, as may be reasonably required by the holder, to allot such Equity Shares to the holder or, subject to the terms and conditions hereof to such other persons as the holder may designate. If the Conversion Notice is accompanied by a Conversion Request, Oben Services will (i) as soon as practicable, apply for all Government Approvals, if any, specified in the Conversion Request and (ii) within ten days of the date of the Conversion Notice and receipt of all the Government Approvals, subject to the terms and conditions hereof, take any corporate and/or shareholder proceedings or action to allot the Equity Shares as specified in the Conversion Request. Oben Services will promptly advise the holder of the CCPS giving the Conversion Notice of the obtaining of such Governmental Approvals, of the taking of any such corporate and/or shareholder action and of any development relevant to such obtaining or such proceedings or action.
- 4.3. As soon as practicable after the receipt of the Conversion Notice, and in any event within ten (10) days thereafter or receipt of Governmental Approvals (as the case may be), Oben Services, at its expense, will cause to be issued in the name of, and delivered to, the holder, a certificate or certificates for the number of Equity Shares to which such holder shall be entitled upon such exercise. To the extent permitted under Applicable Law, the holder shall be deemed to be the holder of record of the Equity Shares on the Conversion Date, notwithstanding that the register of members of Oben Services shall then be closed or that certificates representing such Equity Shares shall not then be actually delivered to the holder.
- 4.4. Oben Services shall pay any and all stamp duty, registration or other charges payable to the Registrar of Companies payable in respect of the issue of the Equity Shares.
- 4.5. **Conversion Price Adjustment Based on Other Events.**
- 4.5.1. If Oben Services should at any time fix a record date for the effectuation of a split or subdivision of the outstanding Equity Shares or the determination of holders of Equity Shares entitled to receive a distribution payable in additional Equity Shares or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional Equity Shares (hereinafter referred to as “**Equity Shares Equivalents**”) without payment of any consideration by such holder for the additional Equity Shares or the Equity Shares Equivalents (including the additional

Equity Shares issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the conversion price of the CCPS shall be appropriately adjusted so that the number of Equity Shares issuable on conversion of each CCPS shall, to the extent permitted under Applicable Law, be increased in proportion to such increase of the aggregate of Equity Shares outstanding and those issuable with respect to such Equity Shares Equivalents. Where any Governmental Approvals are required for such purpose, Oben Services shall as soon as practicable, apply for and undertake best efforts to obtain all Government Approvals.

- 4.5.2. If the number of Equity Shares outstanding at any time is decreased by a combination / consolidation of the outstanding Equity Shares, then, following the record date of such combination / consolidation, the conversion price for the CCPS shall be appropriately increased so that the number of Equity Shares issuable on conversion of each CCPS shall be decreased in proportion to such decrease in outstanding shares.
- 4.5.3. If at any time or from time to time there shall be a recapitalization or reclassification of the Equity Shares (including any such reclassification in connection with a consolidation or merger in which Oben Services is the continuing corporation), provision shall be made so that the holders of the CCPS shall thereafter be entitled to receive, upon conversion of the CCPS, the number of shares or other securities or property of Oben Services or otherwise, to which a holder of Equity Shares deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this paragraph 4 with respect to the rights of the holders of the CCPS after the recapitalization to the end that the provisions of this paragraph 4 (including adjustment of the conversion price then in effect and the number of shares issuable upon conversion of the CCPS) shall be applicable after that event as nearly equivalent as may be practicable, to the extent permissible under Applicable Law. Where any Government Approvals are required for such purpose, Oben Services shall as soon as practicable, apply for and undertake best efforts to obtain all Government Approvals.
- 4.6. **Impairment.** Oben Services will not, by amendment of its Oben Articles or through any Reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by Oben Services, but will at all times in good faith assist in the carrying out of all the provisions of paragraph 3 and this paragraph 4 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the CCPS against impairment.
- 4.7. **Reservation of Shares Issuable Upon Conversion.** Oben Services shall at all times reserve and keep available out of its authorized but unissued Equity Shares, solely for the purpose of effecting the conversion of the CCPS, such number of Equity Shares as shall from time to time be sufficient to effect the conversion of all outstanding CCPS; and if at any time the number of authorized but unissued Equity Shares shall not be sufficient to effect the conversion of all then outstanding CCPS (taking into account the issuance of Equity Shares pursuant to any existing convertible security), Oben Services will take such corporate action as may be necessary to increase its authorized but unissued Equity Shares to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to Oben Services' Memorandum of Association.

5. Tenure of CCPS

- 5.1. Notwithstanding the other terms of issue of the CCPS, any CCPS which is outstanding on the completion of a period of 20 years from the date of its issue (provided that the holders of the

CCPS may, at its discretion, extend the tenure if permitted by Applicable Laws) shall immediately and automatically be converted into Equity Shares in accordance with the provisions of paragraph 3 above.

- 5.2. In the event that, for any reason whatsoever, the above transactions are not possible, then the Parties shall endeavour in good faith to achieve the commercial intent of the above provisions and for this purpose shall take all such actions as the CCPS holder may request.
- 5.3. In respect of each holder of the CCPS, the provisions as to conversion set out herein and in the characteristics of the CCPS shall apply pro-rata to each holder's holding of CCPS.

6. Transferability of the CCPS

The transferability of the CCPS shall be subject to the terms as mentioned in the Agreement.

7. Voting Rights

The holders of the CCPS shall be entitled, in respect of such capital, to vote on all resolutions placed before Oben Services which directly affect the rights attached to the CCPS, and any resolution for the winding up of Oben Services or for the repayment or reduction of its equity or preference share capital, provided that where the dividend in respect of the CCPS has not been paid for a period of two years or more, the holders of the CCPS shall have a right to vote on all the resolutions placed before Oben Services.

SCHEDULE 6
AFFIRMATIVE VOTE ITEMS APPLICABLE TO OBEN SERVICES AND INSURANCE COMPANY

- Amendment of the Memorandum of Association and Articles of Association, by-laws, or to any shareholders' agreement including but not limited to the change in the rights deriving from class or type of shares issued;
- Change in the name of the Insurance Company or Oben Services or in any trade name or trademark used by the Insurance Company or Oben Services;
- Change in registered office and/ or corporate headquarters of the Insurance Company or Oben Services;
- Any new line of business undertaken by the Insurance Company or Oben Services;
- Appointment or removal of employees of Oben Services and the Insurance Company, or amendment in the terms of employment (including re-appointment or renewal of the term) or amendment of the powers delegated to employees, other than the chief executive officer or principal officer or managing director (by whatever title called) or Key Employees;
- Approval of any agreements, documents or other arrangements between or involving the Insurance Company and any Party or affiliate thereof, as well as any amendment, consent or waiver with respect to such arrangements;
- Entering into or termination of any commercial agreement of the Insurance Company representing an amount exceeding 1% of the paid-up capital of the Insurance Company;
- Incurrence or repayment of any debt or security interest or provision of loans, guarantees, or other extensions of credit other than in the ordinary course of business;
- Sale, transfer, or other disposition of the assets of the Insurance Company having a fair market value, sale price, or book value at time of disposition greater than an amount exceeding 5% of the paid-up capital of the Insurance Company;
- Establishment or divestment of subsidiaries and/ or joint ventures;
- Liquidation, dissolution, winding up or voluntary bankruptcy of the Insurance Company or Oben Services;
- Restructuring, reorganization, merger, demerger, acquisition, amalgamation or divestment activities;
- Any proposal for adoption or approval of a dividend policy for Oben Services or the Insurance Company, and the declaration of dividend or any other distribution to shareholders;
- Any approval or disapproval of any allotment of shares or any transfer of shares;
- Any change, proposal, divestment, plan or action which has the effect of materially affecting the rights and interest of KG and Fairfax as contained in this Agreement and/or ancillary agreements;
- Grant of power of attorney or any amendment, revocation thereto except for matters in the ordinary course of business;

- Any sale, disposal or grant, cancellation, revocation of exclusive or non-exclusive license or any other arrangement relating to intellectual property rights;
 - Issuance, purchase or redemption by the Insurance Company or Oben Services of any their respective securities (including any stock options for employees or directors) and any change, increase or reduction in the share capital or reserves of the Insurance Company or Oben Services;
 - Any transaction between the Insurance Company and its directors or shareholders or their group companies or their affiliates;
 - Creation of any lien, encumbrance or other security interest on the Insurance Company 's undertaking, property or assets, as well as providing guarantees to third parties;
 - Major decisions relating to the conduct of legal proceedings against or by the Insurance Company or Oben Services (including the commencement, abandonment or settlement of any legal suit or arbitration proceedings or admission of liability by the Insurance Company or Oben Services), subject to threshold limits;
 - Establishment of any stock option, profit sharing or similar compensation plan and any amendments thereto;
 - Listing / de-listing of shares on or from any stock exchange (including, without limitation, the pricing, timing and place (including stock exchange) of such listing/delisting, as applicable); and
 - Entering into any contract, commitment or arrangement to do any of the aforesaid veto matters.
-