

18/07/ 2022

To:

GO DIGIT GENERAL INSURANCE LIMITED

Attn: Mr. Tejas Saraf, Company Secretary
Ananta One, 1st to 6th Floor, Pride Hotel Lane, Narveer Tanaji Wadi
Shivajinagar, Pune, Maharashtra - 411005

GO DIGIT INFOWORKS SERVICES PRIVATE LIMITED

Attn: Mr. Sameer Bakshi, General Counsel and Company Secretary
Ananta One, 1st to 6th Floor, Pride Hotel Lane, Narveer Tanaji Wadi
Shivajinagar, Pune, Maharashtra - 411005

Ref: Shareholders' Agreement dated January 24, 2020, executed by and amongst UBR Capital Private Limited ("Investor"), Go Digit Infoworks Services Private Limited ("GDISPL") and Go Digit General Insurance Limited ("Company"), hereinafter individually referred to as a "Party", and collectively, as the "Parties" ("Shareholders' Agreement").

Dear Sir/Madam,

1. We, UBR Capital Private Limited, have been given to understand, and hereby acknowledge, that the Company proposes to, subject to necessary authorizations / approvals and market conditions, undertake an initial public offering of its equity shares of face value of Rs. 10 each ("**Equity Shares**"), by way of a fresh issue of Equity Shares by the Company and / or an offer for sale of Equity Shares of the Company by its shareholders (the "**IPO**") in accordance with the Companies Act, 2013, including any rules and regulations notified thereunder, each as amended ("**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**"), the Insurance Act, 1938, and other applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of any Governmental Authority in India, including but not limited to SEBI, IRDAI, etc. ("**Applicable Law**").
2. In furtherance of this, the Company may, at its discretion, undertake a pre-IPO placement by way of issuance of Equity Shares, prior to filing the red herring prospectus in relation to the IPO (the "**RHP**") with the Registrar of Companies, Maharashtra at Pune ("**RoC**") (the "**Pre-IPO Placement**").
3. Pursuant to the terms of the Shareholders' Agreement and in order to facilitate the Pre-IPO Placement and the IPO, We hereby consent to, and waive my right in respect of, as applicable, Clauses 2.2(d), 2.5 and 2.6 (*Tag Along Right of Investor*) and Clause 3 (*Pre-Emptive Rights*) and Clause 7 (*Indemnity*) of the Shareholders' Agreement, in each case, for as long as this letter is in effect in accordance with Paragraph 6, in each case in connection with (i) a proposed sell down of its Equity Shares in the IPO by GDISPL or as part of the Pre-IPO Placement; and (ii) a fresh issue of Equity Shares by the Company as part of the Pre-IPO Placement.
4. We accord my no objection and consent, subject to Clause 5 of the Shareholders' Agreement, to the inclusion of my name, description of details of the Shareholders' Agreement, the information contained in this letter (in part or full) and other related documents, in the offer documents and other documents, including presentations, publicity material and media releases as may be required in connection with the IPO, including in the DRHP (as defined below), RHP and

Exchange Board of India ("SEBI"), and the Stock Exchanges (defined as BSE Limited and the National Stock Exchange of India Limited and/or such other stock exchange(s) in India and/or internationally, as may be agreed between the Parties in accordance with Applicable Law), as applicable, and any other documents and material in relation to the IPO, including international supplements of the foregoing for distribution to investors outside India, presentations, publicity material, research reports and media releases prepared in connection with the IPO, in each case, in the form disclosed in the draft of the draft red herring prospectus ("DRHP"), as approved by the Board, provided that no representation or warranty shall be made by any party (other than the Investor) on behalf of the Investor.

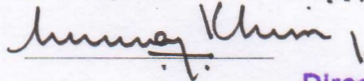
5. We hereby consent to the amendment of the Articles of Association of the Company, to the extent required to give effect to the IPO, as set out in the form attached at **Annexure I** to this letter.
6. The waivers set out in Paragraph 3 shall become effective and binding on the Parties with immediate effect, and shall continue in full force and effect until the earliest of any of the following events
 - i. this letter being terminated by the mutual written consent of all Parties; or
 - ii. in the event that the Equity Shares of the Company are not admitted to listing and trading on the Stock Exchange(s) pursuant to the IPO within earlier of (a) a period of 12 (twelve) months from the date on which SEBI's final observations on the DRHP filed by the Company with SEBI in connection with the IPO are received by the Company, or (b) such other extended date as mutually agreed to between the Parties in writing, or (c) the Board decides not to undertake the IPO or the Offer is withdrawn ("**IPO Long Stop Date**").
7. Notwithstanding anything contained in this letter, if the IPO is not completed on or prior to the IPO Long Stop Date, or if the Board decides not to undertake the IPO or if the IPO is withdrawn, this letter shall stand immediately terminated with effect from the IPO Long Stop Date or the date on which the Board decides not to undertake the IPO or the Offer is withdrawn, whichever is earlier, without any further action by any party, and (i) the consents and waivers set out herein shall stand automatically withdrawn with immediate effect; and (ii) the Shareholders' Agreement shall automatically be reinstated in full force and effect.
8. This letter and the Shareholders' Agreement shall at all times be read together, and unless this letter is terminated in accordance with Paragraph 6, the Shareholders' Agreement shall be construed together with the waivers set out herein. We undertake that the contents of this letter shall be kept secret and confidential by me and shall not be disclosed to any person, including any other employee, consultant, representative or advisor of the Company, without the prior written consent of the Company.
9. Notwithstanding anything that may be contained herein, it is hereby clarified that the consents and waivers as provided by the Parties under Paragraph 3 of this letter are provided solely in relation to the issuance and transfer of Equity Shares pursuant to the Pre-IPO Placement and/or the IPO, and the activities being undertaken in relation thereto.
10. The provisions of Clause 9 (*Miscellaneous*) of the Shareholders' Agreement shall apply *mutatis mutandis* to this letter and are incorporated herein by reference.
11. Any consent or waiver granted under this letter in respect of the relevant provisions of the Shareholders' Agreement shall also be deemed to be a consent or waiver under the corresponding provisions of the Articles.

12. This letter upon being executed by the undersigned and counter executed by GDISPL and the Company shall constitute a binding agreement.

13. Each Party hereby authorises the Company to deliver a copy of this letter to SEBI, the Stock Exchanges, the RoC and any other regulatory authorities, in each case, to the extent required in connection with the IPO, under applicable Law.

Yours sincerely,
For UBR Capital Private Limited

For UBR CAPITAL PVT. LTD.



Name: **BINOY KHI** **Director**
Designation: **CEO**

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ACKNOWLEDGED AND ACCEPTED BY:

For GO DIGIT GENERAL INSURANCE LIMITED

Name: Tejas Saraf

Designation: Company Secretary

For GO DIGIT INFOWORKS SERVICES PRIVATE LIMITED

Name: Sameer Bakshi

Designation: General Counsel and Company Secretary