

SHAREHOLDERS' AGREEMENT

This **Shareholders' Agreement ("Agreement")** is executed on this 26 day of August 2021

BY AND AMONGST:

Dartist Talent Ventures Private Limited a company incorporated in India having Company Identification Number U74999MH2020PTC339437 and Pan No AAHCD7286P and whose registered office is situated at 101, New Bldg, J S D CHS Ltd, JVPD Vile Parle West , Mumbai - 400049, (hereinafter referred to as the **"Investor"**,,(hereinafter referred to as the **"Investor"**, which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators, successors and permitted assigns) of the **FIRST PART**;

AND

GO DIGIT INFOWORKS SERVICES PRIVATE LIMITED, a company incorporated in India having Company Identification Number U74999PN2016PTC167624 and whose registered office is situated at Ananta One, 1st Floor, Pride Hotel Lane, Narveer Tanaji Wadi, Shivajinagar, Pune - 411005 (hereinafter referred to as the **"GDISPL"**, which expression shall include its successors and permitted assigns) of the **SECOND PART**;

AND

GO DIGIT GENERAL INSURANCE LIMITED, a company incorporated in India having Company Identification Number U66010PN2016PLC167410 and whose registered office is situated at Ananta One, 1st Floor, Pride Hotel Lane, Narveer Tanaji Wadi, Shivajinagar, Pune – 411005 and corporate office at Atlantis, 95, 4th B Cross Road, Koramangala Industrial Layout, 5th Block, Bengaluru – 560095 (hereinafter referred to as the **"DIGIT"** or **"Company"**, which expression shall include its successors and permitted assigns) of the **THIRD PART**;

The Investor, GDISPL and the Company shall hereinafter be referred to individually as a **"Party"** and collectively as the **"Parties"**. 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.

WHEREAS:

- A. GDISPL is the majority shareholder of DIGIT, a public limited Company within the meaning of the Act and is registered with the Insurance Regulatory and Development Authority of India (**"IRDAI"**) for undertaking general insurance business (**"Business"**).
- B. The Investor out of his free will and consent shall invest Rs. 25,00,068/- (Rupees Twenty Five Lakhs Sixty Eight only) in the Company, for subscribing 7,962 (Seven Thousand Nine Hundred Sixty Two) equity shares of the Company, having a

face value of Rs. 10/- (Rupees Ten only) each ("**Investor Equity Shares**").

- C. The Parties are now desirous of entering into this Agreement, for the purpose of regulating the rights and obligations of the Parties in relation to shares in the Company.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and warranties made herein and of the mutual benefits to be derived here from, the Parties hereto agree as follows:

1. COVENANTS BY INVESTOR

- 1.1 The Investor covenants that he shall be the sole beneficial owner in respect of the shares allotted to him by the Company.
- 1.2 The Investor hereby expressly agrees that he/she shall not transfer any share(s) held by him/her in the Company to any person without the prior written consent of GDISPL and the Company or unless as otherwise provided in this Agreement.
- 1.3 Subject to the provisions of this agreement, the Investor further agrees and undertakes that, in the event the Investor proposes to transfer the equity shares held by him/her (whether during or after the Lock In Period), he/she shall immediately (and in any event prior to undertaking any such transfer) provide the Company written notice of such intention along with details of the name of the proposed transferee, the number of shares proposed to be transferred and the price at which the shares are proposed to be transferred.
- 1.4 The Investor represents and warrants that:
- 1.4.1 The Investor's execution and delivery of, and its performance and compliance with the terms and provisions of, this Agreement and his investment in the shares of DIGIT, do not violate any of the terms, conditions or provisions of any applicable Law (including Insurance Act 1938, Insurance Regulatory and Development Authority Act, 1999 and any amendments thereto) or judgment, order, guideline, injunction, decree, circulars, notification, rules, regulation or ruling of any governmental or regulatory authority of competent jurisdiction to which he is subject or by which any of his properties or assets is bound; or (iii) any agreement or contract to which such Investor is a party or to which he or any of his properties or assets is bound; or (iv) any code of conduct or code of ethics or company rules or conflict of interest provision to which the Investor is subject to or is governed by.
- 1.4.2 No authorisation, Consent, order, approval or license from, filing with, or other act by any governmental authority of competent jurisdiction or other Person is or will be necessary to permit the valid execution and delivery by Investor of this Agreement or the performance by him of his obligations

under this Agreement, or if any such authorizations, consents, orders, approvals or licenses are required, they have been obtained.

1.5 **Voting and other Rights:**

1.5.1 Other than the right to receive dividend, the Investor hereby unconditionally assigns all shareholder rights, including but not limited to voting rights to GDISPL (or its designee), in respect of the shares held / to be held by the Investor in the Company. The Investor further agrees and undertakes to take any action as may be necessary to effect this assignment to GDISPL or to its designee from time to time as GDISPL may require.

1.5.2 In the event where rights of the Investor cannot be assigned to GDISPL or its designee due to any provision under applicable laws, the Investor and / or his representatives/proxies/agents representing him at general meetings of the shareholders of the Company shall ensure at all times that any and every exercise of their votes is in consonance with the manner in which GDISPL exercises its voting right. The Investor shall not do or cause to do any act or exercise any powers and rights available to him under applicable law which could be detrimental to the interest of GDISPL in the Company.

1.6 Investor shall not transfer or otherwise dispose of or encumber in any manner any of the equity shares held by him in the Company or any interest in such equity shares, except as expressly permitted in this Agreement. Any purported transfer in violation of this Agreement shall be null and *void ab initio*. The Investor further agrees and undertakes that, in the event he/she undertakes any transfer of the equity shares held by him/her in violation of the provisions of this Agreement, he/she will reacquire the shares and reverse the transfer so carried out and promptly notify the Company of the same.

1.7 Upon the Investor transferring all the shares to a person, subject to the other provisions of this Agreement, the transferee of the Investors' shares shall be automatically under obligation to comply with all the obligations which are undertaken by the Investor under this Agreement, and the Investor shall remain obligated to ensure such transferee's compliance with these conditions.

1.8 **Pre-emption rights of the Company/GDISPL**

in case of a death or permanent incapacity of the Investor, nominee or legal heir(s) of the Investor / deceased Investor, as the case may be, shall sell shares of the Investor in the Company to Other Employee, to be mutually decided by the nominee/ legal heir and the Company or to GDISPL, as GDISPL and the Company may decide, within a period of 6 (Six) months from the date of the happening of any such event, as per the provisions of Clause 2 of this Agreement. GDISPL / Company shall

have the right to extend such time period based on facts and circumstances of the case.

2. SALE OF SHARES

Right of first offer of GDISPL / Company

- 2.1 If prior to listing of equity shares of the Company, the Investor desires to sell any or all of his shares in the Company, he shall first offer the shares to GDISPL and the Company at a price equal to the prevailing valuation of the Company as determined during the most recent valuation exercise conducted by the Company at least 6 months prior to the date of the Investor's offer to GDISPL and the Company ("Valuation"). The Company shall endeavor to undertake a Valuation twice a year as of March 31 and September 30, respectively.
- 2.2 If GDISPL (either for itself or its nominee) accepts the offer within 30 days of receipt of such offer, then the Parties undertake to ensure that the transfer is executed within 60 days of such acceptance of offer by GDISPL (for itself or its nominee).
- 2.3 If the Company accepts the offer within 30 days of receipt of such offer, then the Company shall undertake a buy-back of said shares in accordance with the provisions of the Companies Act, 2013 and applicable laws.
- 2.4 If GDISPL and / or the Company does not accept the offer within 30 days of receipt of such offer, then the Investor may offer the shares to any other person at a price equal to or more than the price offered by GDISPL and / or the Company. Notwithstanding the above, the Investor shall seek the prior consent of GDISPL and the Company before selling the shares to such other person, which consent shall not be unreasonably withheld by GDISPL and the Company.
- 2.5 The Investor shall undertake to ensure that the transfer is executed within 60 days of receiving consent from GDISPL and the Company, failing which the procedure set out in this Clause 2 will be repeated by the Investor desiring to sell his shares.

3. TAG ALONG RIGHT OF INVESTOR

- 3.1 In the event GDISPL proposes to transfer majority of its equity shares in the Company ("Sale Shares") to any person ("Proposed Transferee"), except Kamesh Goyal and/ a company within the Fairfax group, the Investor will have the right, but not the obligation, to simultaneously transfer the Investor Equity Shares held by it to the Proposed Transferee on a pro rata basis, by delivering a written notice to GDISPL (the "Tag Acceptance Notice"), which notice shall specify the number of the pro rata Investor Equity Shares proposed to be Transferred by the Investor (the "Tag Along Shares").
- 3.2 GDISPL shall deliver a written notice to the Investor ("Tag Along Notice") specifying the

number of Sale Shares and the price at which it intends to Transfer the Sale Shares to the Proposed Transferee. The Investor shall have the right to elect to participate in the sale of the Sale Shares by delivering the Tag Acceptance Notice within a period of 21 (twenty one) days ("Tag Along Period") from the receipt of the Tag Along Notice to GDISPL expressing such desire to sell the Tag Along Shares to such Proposed Transferee on identical terms as being offered to GDISPL ("Tag Along Right").

- 3.3 In the event that the Investor delivers a Tag Acceptance Notice to GDISPL, GDISPL shall ensure that the Proposed Transferee also shall acquire, together with the Sale Shares, the Tag Along Shares for the same per share consideration and upon the same terms and conditions it is purchasing the Sale Shares (including, if required, by reducing the number of Sale Shares to permit the sale of the required number of Tag Along Shares).
- 3.4 If the Investor fails to deliver the Tag Acceptance Notice to GDISPL prior to the expiration of the Tag Along Period, GDISPL shall be free to Transfer the Sale Shares to such Proposed Transferee on the same terms, as set out in the Tag Along Notice. In the event of a failure to so consummate the Transfer within a period of 90 (ninety) days from the Tag Along Notice, or such other extended period as may be required to obtain all approvals and Consents required under applicable Law and from Third Parties, the Sale Shares shall again be subject to the provisions of this Clause 3 (Tag Along Right of the Investor).

4. LISTING OR INITIAL PUBLIC OFFERING

Subsequent to the listing of the shares of the Company on any recognized stock exchange, the Investor shall be entitled to sell shares in the secondary market or otherwise any time in accordance with applicable laws and Company policy in this regard, subject to any restriction on the transferability of said shares contemplated under applicable laws.

5. CONFIDENTIALITY

No formal or informal public announcement, press release or other communication which makes reference to any of the Parties hereto and / or, Company, and/or the existence of this Agreement and/or the terms and conditions of this Agreement or any of the matters or Parties referred to under them, shall be made or issued (directly or indirectly) by or on behalf of Investor without obtaining the prior written Consent of GDISPL and / or Company. Investor further agrees and undertakes not to disclose or divulge directly or indirectly to any third party any trade or business secret or other secret or confidential information pertaining to the business, affairs, valuations or transactions of the Company or GDISPL or of their clients or customers or existence of this Agreement or any arrangement thereunder, that may have been disclosed, imparted to or acquired by Investor pursuant to this Agreement.

Notwithstanding above, GDISPL / Company may disclose the information under this Agreement freely to: (i) any Person(s) to whom, and to the extent that, information

is required to be disclosed under any applicable Law, regulation or judicial requirement; (ii) any Governmental Authority; or (iii) its advisors, external counsel, auditors and rating agencies.

6. TERM AND TERMINATION

6.1 Other than this Clause 6 and Clauses 5 (*Confidentiality*) and 7 (*Miscellaneous*) which shall come into force and effect on the date on which this Agreement is executed/signed by the Parties hereto, all other provisions of this Agreement shall come into force and effect on the date on which shares are allotted by DIGIT to the Investor.

6.2 This Agreement shall terminate: (i) on listing of shares of the Company; or (ii) at any time with the written consent of all the Parties to this Agreement.

7. MISCELLANEOUS

7.1 No partnership or agency

Each Party is and shall remain an independent Party. Nothing in this Agreement (or any of the arrangements contemplated herein) shall be deemed to constitute a partnership or joint venture between the Parties or between any of the Investors, nor, except as may be expressly provided herein, constitute any Party as the agent of another Party for any purpose, or entitle any Party to commit or bind another Party in any manner, except as authorised in accordance with the terms and conditions of this Agreement.

7.2 Severability

If any provision of this Agreement is or becomes invalid, illegal or unenforceable under the laws of any jurisdiction, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement which shall not in any way be affected or impaired.

7.3 Waivers and remedies

A breach of any term or provision of this Agreement shall be waived only by written instrument with the Party or Parties entitled to the benefits thereof. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time.

7.4 Variation / Amendment

No amendment/ modification of this Agreement shall be valid unless it is made by an instrument in writing and signed by duly authorised representatives of each of the Parties hereto or thereto.

7.5 Notices

All notices, requests, demands or other communication required or permitted to be given under this Agreement and the provisions contained herein shall be written in English and shall be deemed to be duly sent by registered post, postage prepaid or transmitted by electronic mail (e-mail) or courier to the other Parties at the address indicated above or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified the Party giving the same in the manner provided in this clause, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents.

7.6 Dispute Resolution

Any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement or the breach, termination or invalidity thereof (hereinafter referred to as a "Dispute"), shall be resolved through mutual consultation between Parties to the Dispute or their respective representatives or assigns within a period of 30 (thirty) days from the date of receipt of the such notice by the Party(ies). Any Dispute not resolved amicably by the Parties, as above, shall be resolved finally through arbitration in accordance with this Agreement. The venue of such arbitration shall be Pune unless otherwise agreed by GDISPL / Company. Such arbitration shall be held under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

The number of arbitrators shall be 3 (three), 1 (one) arbitrator each shall be appointed by the parties, and together the 2 (two) arbitrators so appointed shall appoint the third residing arbitrator.

7.7 Governing Law and Jurisdiction

This Agreement and all questions of its interpretation shall be construed in accordance with the laws of the Republic of India, and subject to Arbitration Clause above, courts of Pune having exclusive jurisdiction and without regard to its principles of conflict of laws.

7.8 Taxation

- a) The liability of paying taxes if any, in connection with investment in shares by the Investor shall be entirely on Investor and shall be in accordance with the provisions of Income tax Act, 1961 and the rules framed thereunder and/or Income Tax Laws of respective countries as applicable to Investor, if any.
- b) The Company shall have the right to recover from Investor or deduct from any payment due from Company to Investor, any of the Investor's tax obligations arising in connection with his investment in the Shares of DIGIT as per the applicable laws.

7.9 Survival

The paragraphs captioned "Confidentiality", "Dispute Resolution", "Governing Law", and "Survival" shall bind the parties and shall survive termination, withdrawal or expiry of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

<div>Signed and delivered for and on behalf of</div> <div>GO DIGIT GENERAL INSURANCE LIMITED</div> <div>By</div> <div>Title: Company Secretary</div>	<div>Signed and delivered for and on behalf of</div> <div>GO DIGIT INFOWORKS SERVICES PRIVATE LIMITED</div> <div>By</div> <div>Title: Company Secretary</div>	<div>Signed and delivered by INVESTOR</div> <div>Signature</div> <div>Name: Dartist Talent Ventures Private Limited</div>
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