

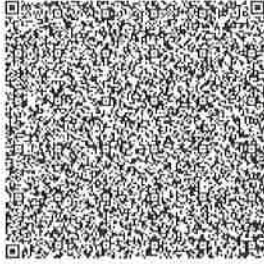


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No.	: IN-KA17169155970866P
Certificate Issued Date	: 13-Oct-2017 09:44 AM
Account Reference	: NONACC (FI)/ kacrsfl08/ KORAMANGALA1/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL0883970221077531P
Purchased by	: GO DIGIT GENERAL INSURANCE LIMITED
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GO DIGIT GENERAL INSURANCE LIMITED
Second Party	: NA
Stamp Duty Paid By	: GO DIGIT GENERAL INSURANCE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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

*This Stamp Paper forms an integral part of the
attached Brand license Agreement.*

Statutory Alert:

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

Handwritten signature/initials

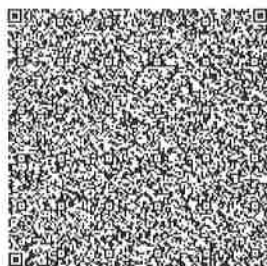


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No. : IN-KA16815189410918P
Certificate Issued Date : 12-Oct-2017 01:25 PM
Account Reference : NONACC (FI)/ kacrsf108/ KORAMANGALA1/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0883258154292374P
Purchased by : GO DIGIT GENERAL INSURANCE LIMITED
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : GO DIGIT GENERAL INSURANCE LIMITED
Second Party : NA
Stamp Duty Paid By : GO DIGIT GENERAL INSURANCE LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



.....Please write or type below this line.....

*This stamp paper forms an integral part of
the attached Brand License Agreement.*

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Brand License Agreement

This Agreement is made on this 22nd day of May 2018 at Bangalore .

BETWEEN

Go Digit Infoworks Services Private Limited, a company registered under the Companies Act 2013, having its office at Smartworks Business Centre, Nyati Unitree, West Wing, First Floor, Samrat Ashok Road, Yerawada, Pune – 411006, *hereinafter referred to as the "GDISPL"* (which expression unless repugnant to the context shall mean and deem to include its successors and permitted assigns, as may be contextually applicable) **OF THE ONE PART**

AND

Go Digit General Insurance Limited, a company registered under the Companies Act 2013, having its office at Go Digit General Insurance Limited I Atlantis, 95, 4th B Cross Road, Koramangala Industrial Layout, 5th Block, Bengaluru 560095, *hereinafter referred to as the "GDGIL"* or (which expression unless repugnant to the context shall mean and deem to include its successors and permitted assigns, as may be contextually applicable) **OF THE OTHER PART**

WHEREAS GDISPL is engaged in the business of support services and is the holding company of GDGIL. GDISPL has developed / applied for word mark "Oben", "Digit" and "Go Digit" and logos more precisely described in Schedule-1 hereto (collectively referred to as "**GDISPL Trademarks**").

AND WHEREAS GDGIL is a wholly owned subsidiary of GDISPL and GDGIL is a general insurance company duly authorized and licensed by the Insurance Regulatory and Development Authority of India (IRDAI) to undertake the business of general insurance in India in accordance with the Insurance Act 1938, Insurance Regulatory and Development Authority of India Act 1999 and the rules and regulations framed thereunder.

AND WHEREAS for mutual covenants contained herein, GDISPL is executing this Agreement for granting to GDGIL a royalty-free, non-exclusive, , non-transferable license to use GDISPL Trademarks in its corporate name and trading style and Logos (which are reproduced in the Schedule -1 annexed hereto) for and in connection with the business of GDGIL;

AND WHEREAS the Parties hereto are desirous of recording the terms and conditions upon which GDGIL has been allowed to use GDISPL Trademarks.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED , THE PARTIES HERETO AGREE AS FOLLOWS:

1 Definitions and Interpretations

1.1 Definitions:

- (a) "**Agreement**" means this "Brand License Agreement", including the schedules hereto and shall include all modifications, alterations, additions, or deletions thereto made in writing upon mutual consent of the Parties after the effective date of this Agreement;

- (b) "**Applicable Laws**" means any Indian statute, law, ordinance, regulation, rule, order, bye-law, administrative interpretation, writ, injunction, directive, judgment or decree or other instrument which has a force of law in India applicable to the Parties, as is in force from time to time;
- (c) "**GDISPL Group**" means GDISPL and/or its nominees, parent, subsidiary or associate companies or bodies corporate or assigns or any company or body-corporate in or with which GDISPL is merged or amalgamated or the resultant company/companies arising out of demerger of GDISPL and the parent, subsidiary or associated company or body corporate of any such company or body corporate with which GDISPL is merged or amalgamated.
- (d) "**Business**" means general insurance business including health insurance, as is authorised to be undertaken by GDGIL in terms of its objects clause as incorporated in its memorandum of association.
- (e) "**JV Agreement**" means the Joint Venture Agreement entered into between Kamesh Goyal, Oben Ventures Private Limited, Oben Services Private Limited, FAL Corporation and Oben Entreprises LLP and Oben General Insurance Limited" and shall include all modifications, alterations, additions, or deletions thereto from time to time.;
- (f) Wherever the context so requires, GDISPL and GDGIL are hereinafter collectively referred to as "Parties" and individually as "Party".

1.2 Interpretations:

- (a) In this Agreement, the headings are for convenience only and shall not affect interpretations.
- (b) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.
- (c) Each defined term stated in singular or plural will include plural or singular of that term.

2 Grant of License:

- 2.1 Subject to the terms, conditions and stipulations hereinafter contained, GDISPL hereby grants to GDGIL a royalty-free, , non-transferable and non-exclusive right and license to use the GDISPL Trademarks as a part of its corporate name, trade name and trading style and logo in connection with the General Insurance including health insurance business of GDGIL and for objects as per objects clause of its Memorandum of Association, carried on or proposed to be carried on by GDGIL. It is expressly clarified that the grant of license to the Company to use the name / logo mentioned in Schedule-1 is non-exclusive and GDISPL is free to grant to any Company, entity or person engaged in or proposing to engage in any business including the business of providing the services in India any right or license to use the GDISPL Trademark for any business or service/s.
- 2.2 Nothing herein contained shall be deemed to give to GDGIL any right, title or interest in the GDISPL Trademarks or the logo of GDISPL other than the limited license to use the name and logo as aforesaid.
- 2.3 GDGIL shall use the name / logo in GDISPL trademark precisely as approved in writing by GDISPL and shall comply with all the directions given by GDISPL as to colours and size and the representation of the name and the logo and the manner and disposition thereof.
- 2.4 No royalty or other payment is made or shall be made by GDGIL to GDISPL in respect of the permitted

use of the GDISPL Trademark. The use hereby permitted of the GDISPL Trademark by GDGIL is without any consideration, direct or indirect.

2.5 All rights in and relating to the GDISPL trademarks and intellectual property of GDISPL and all developments thereto are and will remain the property of and under the control of GDISPL, unless otherwise agreed by the parties in writing;

2.6 Without limiting the generality of Clauses above, GDGIL undertakes that it shall not:

- a) take or omit to take any action which may impair any right, title or interest of GDISPL in or to GDISPL Trademarks or create any right, title or interest therein or thereto and which may be adverse to GDISPL;
- b) question or dispute the validity or ownership of GDISPL Trademarks, or any part thereof;
- c) assert or claim or any other right, title or interest to or in GDISPL Trademarks;
- d) without the prior written permission of GDISPL, use GDISPL Trademarks upon or in relation to anything which is not contemplated under this Agreement;
- e) without the prior written permission of GDISPL, sub-license or transfer the license granted herein in any manner whatsoever;
- f) register or attempt to register GDISPL Trademarks without the written permission of GDISPL;

2.7 Registration of Trademarks:

- a) Parties may from time to time mutually agree in writing for registration of any particular trademark developed based on GDISPL trademarks.
- b) In the event that GDGIL, inadvertently registers or attempts to register any Trademark, without the prior with or written consent of GDISPL, based on GDISPL Trademarks, it shall transfer or assign such trademarks to GDISPL without any cost. Provided that GDGIL may claim for all legal and reasonable out-of-pocket expenditure incurred by GDGIL for registration and assignment of such trademarks to GDISPL, as may be agreed between the parties in writing.

3 Term and Termination

3.1 This Agreement shall remain valid unless terminated by the Parties in accordance with provisions of this Agreement.

3.2 Notwithstanding anything contained in this Agreement, GDISPL shall be entitled to terminate this Agreement forthwith upon the happening of any or all of the following events:

- a) Upon GDISPL and/or GDISPL Group ceasing to hold at least 10% of the issued, subscribed and paid-up equity share capital of GDGIL;
- b) Upon GDGIL making any arrangement or compromise with the general body of its creditors or having a winding up order passed against it or going into liquidation, voluntary or otherwise, or upon an encumbrances taking possession of, or upon a receiver being appointed of any assets of GDGIL;

- c) Upon GDGIL committing a breach of any of the terms and / or conditions of this Agreement and failing to rectify such breach within sixty days of the notice of such breach given in writing;
- d) Upon termination of the JV Agreement.

3.3 Nothing herein contained shall in any manner affect the rights of GDISPL under the Joint Venture Agreement.

4 Effect of Termination:

4.1 Upon termination of this Agreement, GDGIL shall forthwith discontinue the use of the GDISPL Trademarks in any form or manner as a part of GDGIL's corporate name, logo, trading style or trade name, or in connection with GDGIL's business, or otherwise.

4.2 Upon termination of this Agreement, GDGIL shall forthwith and not later than 60 days from the date of such termination:

- a) discontinue the use of GDISPL Trademarks in any form or manner as a part of its corporate name, logo, trading style or trade name and change its corporate name trading style logo or trade name in such manner as to delete there from the GDISPL Trademarks; and
- b) take all such steps as may be necessary and/or desirable for the purpose of changing the name or style or logo as aforesaid and discontinuing the use of the GDISPL Trademarks as a part of its Corporate name, logo, trading style or operating style or trade name and further that any new corporate name, logo, trade name or trading style or symbol which GDGIL may adopt, shall not consist of any word, name, expression or device in any language, script or alphabet similar or deceptively similar in sound and appearance to the GDISPL Trademark or any word or words which is coined therefrom or any word, name, expression or device or in any language, alphabet or script similar phonetically or in sound appearance or meaning or otherwise however, to the name or word or style of GDISPL Trademarks. All members and shareholders of GDGIL shall be deemed to have undertaken to exercise their rights as members and especially their voting rights in such manner so as to enable GDGIL to comply with or implement, the provisions hereof and shall be deemed to have acquired shares in GDGIL on this basis.

4.3 In all instances the termination shall be without any right to compensation to GDGIL and GDGIL agrees that in the event of termination of this Agreement for any reason whatsoever GDGIL has no right to claim any compensation from GDISPL for publicity work, advertising or other activity with regard to the Trade Mark.

4.4 On termination or at request of GDISPL earlier, GDGIL shall transfer to GDISPL all registrations of Trademarks developed based on the GDISPL trademark or any other trade mark confusable therewith which GDGIL may have obtained with or without the consent of GDISPL without any right or compensation to GDGIL.

5 Adoption of Legal Proceedings by or against Third Party for Infringement:

5.1 If GDGIL at any time has information / knowledge of any other person in India, using or imitating the name or word or logo covered under GDISPL Trademark or GDISPL logo in relation to any business or services without the consent of GDISPL, then GDGIL shall forthwith inform GDISPL of such use or imitation and GDGIL shall at the request of GDISPL and at the cost and expense of GDISPL adopt necessary legal proceedings in that behalf, the costs, charges and expenses whereof shall be the responsibility of GDISPL.

- 5.2 In the event, infringement is of GDGIL's Corporate Name or Logo, or the proceedings are instituted by a third party against use of GDGIL's Corporate Name or Logo, GDGIL will bear the cost of instituting or defending any proceedings, whether civil or criminal, with respect to any such infringement or challenge. GDISPL will provide assistance as necessary without any charge to GDGIL.

6 Return of material upon termination:

Upon the termination of this Agreement, GDGIL shall forthwith cease to use and return to GDISPL all documents, data, drawings, facsimiles, logos, literature, articles and effects whatsoever made available under or by virtue or as a result of this Agreement or prepared by it for its use or otherwise and GDGIL shall not retain any copies of any of the foregoing nor make any extracts from the documents made available hereunder and for this purpose, GDISPL shall be entitled to depute a representative to attend at the office of GDGIL for the purpose of taking possession of any of the foregoing documents, data, articles or *effects*.

7 Miscellaneous:

- 7.1 Amendment: This Agreement may be amended, or altered, or cancelled by the mutual written agreement of the Parties, however, the schedules to this Agreement may be amended by the parties from time to time by mutual consent expressed in writing.
- 7.2 Notices: All notices required or provided for by this Agreement shall be given in writing by registered post or personally delivered against written acknowledgement or receipt and shall be forwarded to the Parties at the respective addresses mentioned in this Agreement, unless another address has been specified by a Party hereto by a written notice thereof to the other Party. Any notice shall be deemed to be received by the Party to whom it is addressed when it is received actually after posting thereof if it is addressed by registered post at the address of the other Party set out above or to another address which may have been specified by such Party by written notice as aforesaid.
- 7.3 Non-Assignment: This Agreement shall not be assignable either in whole or in part by GDGIL without the prior consent in writing of GDISPL in that behalf. GDISPL shall be free to give and confirm expressly in writing any of its rights in GDISPL trademarks to its wholly owned Subsidiaries or affiliate(s) or group companies.
- 7.4 Entire Agreement: This Agreement shall be deemed to represent the entire agreement between the Parties hereto regarding the subject matter hereof and shall supersede, cancel and replace all or any previous agreements, writings, or understandings in this behalf between the Parties aforesaid save and except that nothing herein contained shall affect the Joint Venture Agreement or amendment thereto.
- 7.5 Severability: Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, void and/or illegal the enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 7.6 Waiver to be in writing: No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provisions of this Agreement, and no waiver shall be effective unless made in writing.
- 7.7 Counterpart: This Agreement is executed in two originals of the same contents and the same legal validity, one each to be retained by either Party hereto.
- 7.8 No Partnership: Nothing in this agreement is intended to or shall be construed to constitute or establish


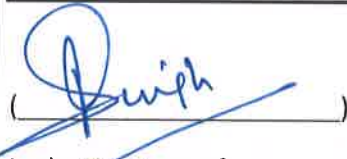


a joint venture, agency, employment, partnership or fiduciary relationship between the parties.

7.9 Headings: The headings contained in this Agreement are solely for the purpose of reference and shall not in any way affect the meaning or interpretation of this Agreement.

7.10 Arbitration: In the event the parties are not able to resolve a dispute amicably, formal proceedings shall be initiated through arbitration as per the Arbitration and Conciliation Act, 1996 and its statutory modifications. The proceedings shall be conducted in English and the venue shall be Pune. The arbitration shall be conducted by three arbitrators; one each to be appointed by the Parties and the arbitrators so appointed shall appoint the third arbitrator, unless the Parties at their first attempt appoint a mutually agreeable sole arbitrator.

7.11 Governing Law: This Agreement shall be construed, interpreted and governed by the laws of India and shall always be subject to the exclusive jurisdiction of Courts at Pune.

IN WITNESS WHEREOF, the Parties hereto have executed these presents, the day, month and year first herein above written.

<div>SIGNED AND DELIVERED</div> <div>On behalf of Go Digit General Insurance Limited by its authorized signatory</div> <div></div> <div></div> <div>In the presence of:</div>	<div>SIGNED AND DELIVERED</div> <div>On behalf of Go Digit Infoworks Services Pvt. Ltd. by its authorized signatory</div> <div></div> <div></div> <div>In the presence of:</div>
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SCHEDULE-1

List of marks

Sr No.	Trademark	Trademark Application No.	Class	Status	Date of Filing
1.	DIGIT (Word)	3627347	35	Objected	6-Apr-17
2.	DIGIT (Word)	3627348	36	Objected	6-Apr-17
3.	OBEN (Word)	3553162	35	Registered	20-May-17
4.	OBEN (Word)	3553163	36	Registered	20-May-17
5.	 Oben	3553164	35	Registered	20-May-17
6.	 Oben	3553165	36	Registered	20-May-17
7.	GODIGIT (Word)	3575238	35	Registered	20-Jun-17
8.	GODIGIT (Word)	3575239	36	Registered	20-Jun-17
9.		3575240	35	Registered	20-Jun-17
10.		3575241	36	Registered	20-Jun-17
11.		3575242	35	Objected	20-Jun-17
12.		3575243	36	Objected	20-Jun-17
13.	Simplicity is the Best Policy	3636323	35	Objected	16-Sep-17
14.	Simplicity is the Best Policy	3636324	36	Objected	16-Sep-17