

Date: 8th May 2024

To,

Board of Directors

Go Digit General Insurance Limited

Ananta One, 1st to 6th Floor
Pride Hotel Lane, Narveer Tanaji Wadi
Shivajinagar, Pune - 411005
Maharashtra, India

ICICI Securities Limited

ICICI Venture House
Appasaheb Marathe Marg
Prabhadevi
Mumbai 400 025
Maharashtra, India

Morgan Stanley India Company Private Limited

18F, Tower 2,
One World Centre,
Plot 841, Jupiter Textile Mill Compound
Senapati Bapat Marg, Lower Parel
Mumbai 400 013
Maharashtra, India

Axis Capital Limited

1st Floor, C-2, Axis House
Wadia International Centre
Pandurang Budhkar Marg, Worli
Mumbai 400 025
Maharashtra, India

HDFC Bank Limited

Investment Banking Group
Unit No. 701, 702 and 702-A, 7th Floor
Tower 2 and 3, One International Centre
Senapati Bapat Marg
Prabhadevi, Mumbai – 400 013
Maharashtra, India

IIFL Securities Limited

24th Floor, One Lodha Place
Senapati Bapat Marg
Lower Parel (West), Mumbai 400 013
Maharashtra, India

Nuvama Wealth Management Limited

(formerly known as Edelweiss Securities Limited)

801 - 804, Wing A Building No 3
Inspire BKC, G Block
Bandra Kurla Complex
Bandra East
Mumbai 400 051
Maharashtra, India

(ICICI Securities Limited, Morgan Stanley India Company Private Limited, Axis Capital Limited, HDFC Bank Limited, IIFL Securities Limited and Nuvama Wealth Management Limited *(formerly known as Edelweiss Securities Limited)* are collectively referred to as the “**Book Running Lead Managers**” or the “**BRLMs**”)

Dear Sir(s),

Re: Proposed initial public offering of equity shares of face value of ₹10 each (the “Equity Shares”) of Go Digit General Insurance Limited (the “Company”) comprising a fresh issue by the Company (“Fresh Issue”) and an offer for sale of the Equity Shares by certain existing shareholders of the Company (“Offer for Sale” and together with the Fresh Issue, the “Offer”)

I confirm that this certificate, including any annexures hereto, is for information and for inclusion (in part or full) in the Red Herring Prospectus, the Prospectus and any other material used in connection with the Offer (collectively, the “Offer Documents”) or any other Offer-related material, which is intended to be filed by the Company with the Securities and Exchange Board of India (“SEBI”), the BSE Limited (the “BSE”) and the National Stock Exchange of India Limited (the “NSE”, and together with the BSE, the “Stock Exchanges”), Registrar of Companies, Maharashtra at Pune (“Registrar of Companies”) and / or any other regulatory or statutory authority, and may be relied upon by the Company, the Book Running Lead Managers and the legal advisors appointed by the Company and the Book Running Lead Managers in relation to the Offer.

Profile

I confirm that I am a “promoter” of the Company as such term is defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the “ICDR Regulations”). I certify the information in respect of me, as set out in **Annexure A**. Further, I confirm that I form a part of the “promoter group” of the Company as defined under the ICDR Regulations by virtue of having controlling interest in the Company.

My permanent account number (“PAN”) is AAEPG6252E, my bank account number is 000401010609, my passport number is Z4209991, and my driving license number is MH12 20100116143 . I enclose a copy of (i) my PAN card, (ii) proof of bank account number(s) (iii) passport and (v) my driving license number as **Annexures B, C, D, and F** respectively, and authorize the Company to submit these documents to the Stock Exchanges and other regulatory authorities, as required.

Change in Control

I have been an original promoter of the Company since the incorporation of the Company, and there has been no change in control of the Company in the five immediately preceding years.

List of Members of the Promoter Group

There are no entities or individuals (apart from me) that form part of my “promoter group”, as defined under the ICDR Regulations, save and except as specified in **Annexure G**.

Disassociation by the Promoter in the Last Three Years

Except as detailed in **Annexure H**, I have not disassociated from any firm or company in the three immediately preceding years.

Build-up of Promoter Shareholding and Cost of Acquisition- NA

The details relating to the build-up of my shareholding in the Company are set out in **Annexure I**.

The details relating to the average cost of acquisition of Equity Shares by me and the weighted average price at which the Equity Shares were acquired by me in (i) the immediately preceding year (ii) the immediately preceding eighteen months; and (iii) the immediately preceding three years are set out in **Annexure I**.

Lock-in of Equity Shares

NA

Interest of the Promoter (both as Promoter and member of the Promoter Group)

Except as disclosed in **Annexure J**:

- (i) I do not hold any equity shares, warrants/convertible securities (preference shares) or stock options in the Company;
- (ii) I have not directly or indirectly, purchased or sold or financed the purchase by any other person, other than in the normal course of the business of the financing entity, of any securities of the Company during the six immediately preceding months;
- (iii) none of the Equity Shares held or owned (beneficially or otherwise) by me are pledged or otherwise encumbered, including subject to any non-disposal undertaking, with any bank or financial institution or other creditor as collateral security for loans granted by such banks, financial institutions or with any other creditor;
- (iv) I have no interest in (i) any intellectual property rights used by the Company, or (ii) any entity in the name of which the intellectual property rights of the Company is registered;
- (v) I do not have any interest in any property acquired by the Company within the three immediately preceding years or proposed to be acquired by the Company;
- (vi) I am not interested in any transaction in acquisition of land, construction of building and supply of machinery, etc., or any other transaction, contract, agreement or arrangement entered into by the Company, and no payments have been made or are proposed to be made in respect of these transactions contracts, agreements or arrangements;
- (vii) there are no sums paid or agreed to be paid to me or to a firm or company in which I am a member, in cash or shares or otherwise for services rendered by me or by such firm or company in connection with the promotion or formation of the Company;
- (viii) I am not related to any entity from whom the Company has acquired or proposes to acquire land in the five immediately preceding years;
- (ix) there is no amount or benefit paid or given by the Company within the two immediately preceding years or intended to be paid or given to us;
- (x) I have not provided any material guarantees with respect to Equity Shares or any convertible security to any third parties or created or permitted any encumbrance or pledge upon any securities of the Company, including by way of any non-disposal undertaking, with any bank or financial institution or other creditor as collateral security for loans granted by such banks, financial institutions or with any other creditor;
- (xi) there are no loans (secured or unsecured) outstanding or advances taken by me from the Company;
- (xii) there are no loans (secured or unsecured) outstanding or advances given by me to the Company;
- (xiii) I have no interests, including business interests, in the Company; other than to the extent of interest in the promotion of the Company;
- (xiv) I have not entered into any compensation or profit sharing agreement, either by myself or on behalf of any other person, with any shareholder or any other third party in connection with dealings in the securities of the Company;
- (xv) there are no restrictive covenants as regards my interests in the Company in any shareholders' agreement, promoters' agreement or any other agreement for short term (secured and unsecured) and long term borrowings in relation to the Offer; and
- (xvi) I have no interest in the appointment of any BRLMs, underwriters, registrars, bankers or any other intermediary or service provider to the Offer.

Litigation

Except as stated in **Annexure K**, there are/is no:

- (i) pending criminal proceedings involving me;
- (ii) pending actions taken by statutory or regulatory authorities against me;
- (iii) pending claims involving taxation matters (both direct and indirect tax cases)
- (iv) disciplinary actions taken, including penalties imposed, by the SEBI or any stock exchanges, during the five immediately preceding years, including outstanding actions;
- (v) other pending litigation in accordance with the materiality policy and threshold determined by the board of directors of the Company pursuant to its resolution dated 8th August 2022.

Other Confirmations

Neither I nor any entity with which I am associated as promoter or director, are prohibited or debarred from accessing the capital markets or debarred from buying, selling or dealing in securities under any order or direction passed by the SEBI, or any other securities market regulator or any other authority, court or tribunal inside and outside India.

Further, I have not been identified as a wilful defaulter or fraudulent borrower as defined in the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**").

I have not been declared a fugitive economic offender under Section 12 of the Fugitive Economic Offenders Act, 2018.

I, the members of the promoter group identified in **Annexure G** and the Company is in compliance with the Companies (Significant Beneficial Ownership) Rules, 2018 and any notifications and circulars related thereto.

I have adequate experience in the line of business, including any proposed line of business of the Company.

I have not been declared as a 'fraudulent borrower' as defined in the SEBI ICDR Regulations.

I am not a promoter or director of any company whose securities are suspended or delisted from trading by any recognized stock exchange.

I am not a promoter of any company, which has been compulsorily delisted in terms of Regulation 34 of the Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2021 during the ten immediately preceding years nor am I related (directly or indirectly) to any such company or any promoter of such company.

I have not entered into any circular transactions for building up the capital or net worth of the Company.

I have not been found to be non-compliant with applicable securities laws.

I am not a promoter of a company which is on the "dissemination board" or has failed to provide the trading platform or exit to its shareholders in accordance with the timelines prescribed under the SEBI circular dated April 17, 2015 (CIR/MRD/DSA/05/2015) read with SEBI circulars dated October 10, 2016 (SEBI/HO/MRD/DSA/CIR/P/2016/110) and August 1, 2017 (SEBI/HO/MRD/DSA/CIR/P/2017/92) in relation to exclusively listed companies of de-recognized/non-operational/exited stock exchanges.

I am not a promoter or member of the promoter group of an entity that has not complied with minimum public shareholding requirements as specified in Rule 19(2) and Rule 19A of the Securities Contracts (Regulation) Rules, 1957, as amended, for a period of more than one year.

Except as disclosed in **Annexure L**, there are no other companies, firm, trusts or other ventures in which I am involved that are in the same line of business or activity as the Company.

All related party transactions between me and the Company have been entered into in compliance with applicable law.

No incentive, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise, shall be provided by me to any person for making an application for Equity Shares in the Offer, except for fees or commission for services rendered in relation to the Offer.

There has been no material regulatory or disciplinary action taken against me by any stock exchange or regulatory authority in the immediately preceding year.

The Offer, and any action undertaken or proposed to be undertaken in furtherance thereof, will not contravene any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or any other agreement or instrument to which I am a party or am bound, or to which any of my property or assets are subject.

I undertake that transactions in the securities of the Company by me during the period between the date of filing the RHP and the date of closure of the Offer will be promptly reported to the Company and the BRLMS so as to enable the Company to report such transactions to the Stock Exchanges within 24 hours of such transactions.

I have not entered, and shall not enter, into buy-back arrangements directly or indirectly for purchase of the Equity Shares.

I will not participate in the Offer and will not make any application for Equity Shares in the Offer. No person related to me shall apply under the Anchor Investor portion of the Offer, if any.

There is no proposal whereby I will receive any portion of the proceeds from the proposed Offer and there is no material existing or anticipated transaction with me in relation to utilization of such proceeds.

As on date, I do not hold any equity shares in the Company.

None of the entities in which I am associated as promoter, director or person in control have had their names struck off any list of companies by any statutory or regulatory authority, ministry or other government body.

I confirm the following:

- a) Companies promoted by me have not defaulted in payment of listing fees to any stock exchange in the last three years and have not been delisted or suspended in the past and not been proceeded against by the SEBI or other regulatory authority for any reason;
- b) Companies promoted by me have a track record in redressal of investor grievances and have a general approach and philosophy to the issue of investor service and protection;
- c) There has been no default in respect of payment of interest and/or principal to the debenture/bond/fixed deposit holders by the companies promoted by me; and

I am not in violation of the restrictions imposed by the SEBI under circular (No. SEBI/HO/MRD/DSA/CIR/P/2017/92) dated August 1, 2017 issued by the SEBI.

I have not entered into any agreements (including inter-se)/arrangements with respect to the Company except as disclosed in the RHP, and except as disclosed in the RHP, clauses/covenants contained therein which are material in such agreements/arrangements with the Company to which I am a party, and which needs to be disclosed in the RHP and except as disclosed in the RHP, there are no clauses/covenants in such agreements/arrangements with the Company to which I am a party, which are adverse/pre-judicial to the interest of the minority/public shareholders of the Company.

Except as disclosed below, there are no recovery proceedings initiated by the SEBI, order for disgorgement or monetary penalty issued by SEBI, non-compliance of any direction issued by the SEBI, or proceedings which have been remanded by the Securities Appellate Tribunal or court, probable cause for investigation, enquiry, adjudication, prosecution or other regulatory action that has been found against me by any authority, as referred to under the SEBI (Issuing Observations on Draft Offer Documents Pending Regulatory Actions) Order, 2020 (“General Order”) and no show cause notice has been issued to me, which is pending determination by any such authority. The requirements under the General Order have been included as **Annexure M**.

I confirm that I do not have any direct shareholding in any of the unlisted distribution partners of the Company as on date.

I confirm that I do not have any material (shareholding aggregating to 0.5% or more of the equity share capital of a listed distribution partner) direct shareholding in any of the listed distribution partners of the Company as on date.

I confirm that no acquisitions of Equity Shares by the employees of the Company have been directly or indirectly funded by me.

There are no direct or indirect arrangements or agreements entered into by me, which are adverse or pre-judicial to the interest of the minority or public shareholders of the Company.

I confirm that I will immediately communicate any changes to the above information in writing to the Company and the BRLMs until the date when the Equity Shares commence trading on the Stock Exchanges. In the absence of any such communication from me, the above information should be considered as updated information until the Equity Shares commence trading on the Stock Exchanges pursuant to the Offer.

This certificate is for information of, and may be relied upon by the Company, the legal counsels and the BRLMs appointed in relation to the Offer and includes any other merchant banker which is appointed as a book running lead manager to the Offer for the and are not included in the definition of "BRLM" in this letter. I hereby consent to the submission of this certificate as may be necessary to the SEBI, the RoC, the Stock Exchanges and any other regulatory authority and/or for the records to be maintained by the BRLMs and in accordance with applicable law.

Kamesh Goyal

Yours faithfully,



Name: Kamesh Goyal

Encl.: As above

CC:

Domestic Legal Counsel to the Book Running Lead Managers

Cyril Amarchand Mangaldas

Peninsula Chambers, Peninsula Corporate Park
GK Marg, Lower Parel
Mumbai 400 013
Maharashtra, India

International Legal Counsel to the Book Running Lead Managers

Latham & Watkins LLP

9 Raffles Place
#42-02 Republic Plaza
Singapore 048619

Domestic Legal Counsel to the Company

AZB & Partners

AZB House
Peninsula Corporate Park
Ganpatrao Kadam Marg
Lower Parel
Mumbai 400 013
Maharashtra, India

International Legal Counsel to the Company

Allen Overy Shearman Sterling

21st Floor, Gloucester Tower
The Landmark
15 Queen's Road Central
Hong Kong

ANNEXURE A

PROFILE OF THE PROMOTER

Name	Kamesh Goyal
Date of birth	25/05/1966
Age	57
Personal address	95 Atlantis, Digit Insurance, Koramanagala Industrial Layout, 4th B Cross Road, 5th Block, Bengaluru - 560 095, Karnataka, India
Educational qualifications	He holds a bachelor's degree in Science from University of Delhi. He holds a bachelor's degree in laws and master's degree in business administration from University of Delhi.
Sector experience	He has several years of experience in Insurance industry.
Past employment details	He has served as the Chief Executive Officer of Bajaj Allianz General Insurance and Bajaj Allianz Life Insurance Company Limited.
Other directorships	Go Digit Infoworks Services Private Limited, Valueattics Reinsurance Limited Go Digit Life Insurance Limited
Other ventures of the promoter	Oben Ventures LLP Oben Enterprises LLP
Special achievements	-
Business and financial activities	NA

Kamesh Goyal

ANNEXURE B

COPY OF PAN CARD OF PROMOTER



Kamesh Goyal

ANNEXURE C

PROOF OF BANK ACCOUNT OF PROMOTER



Date > 30/07/2022

To Whomsoever It May Concern

Dear Sir/Madam,

This is to certify that Mr. Kamesh Goyal is maintaining Savings account number 000401010609 with ICICI Bank Ltd, Nariman point, Mumbai branch since 24.02.2000. Please find the client bank account details below.

SAVINGS ACCOUNT NO	000401010609
ACCOUNT HOLDER NAME	Kamesh Goyal
PAN NO	AAEPG6252E
IFSC CODE	ICIC0000004

This certificate is issued at the specific request of the customer and in accordance with, and Subject to, the terms and conditions as applicable to the Savings Account. The bank disclaims any Liability for any credit related decision taken by any user based on the certificate.

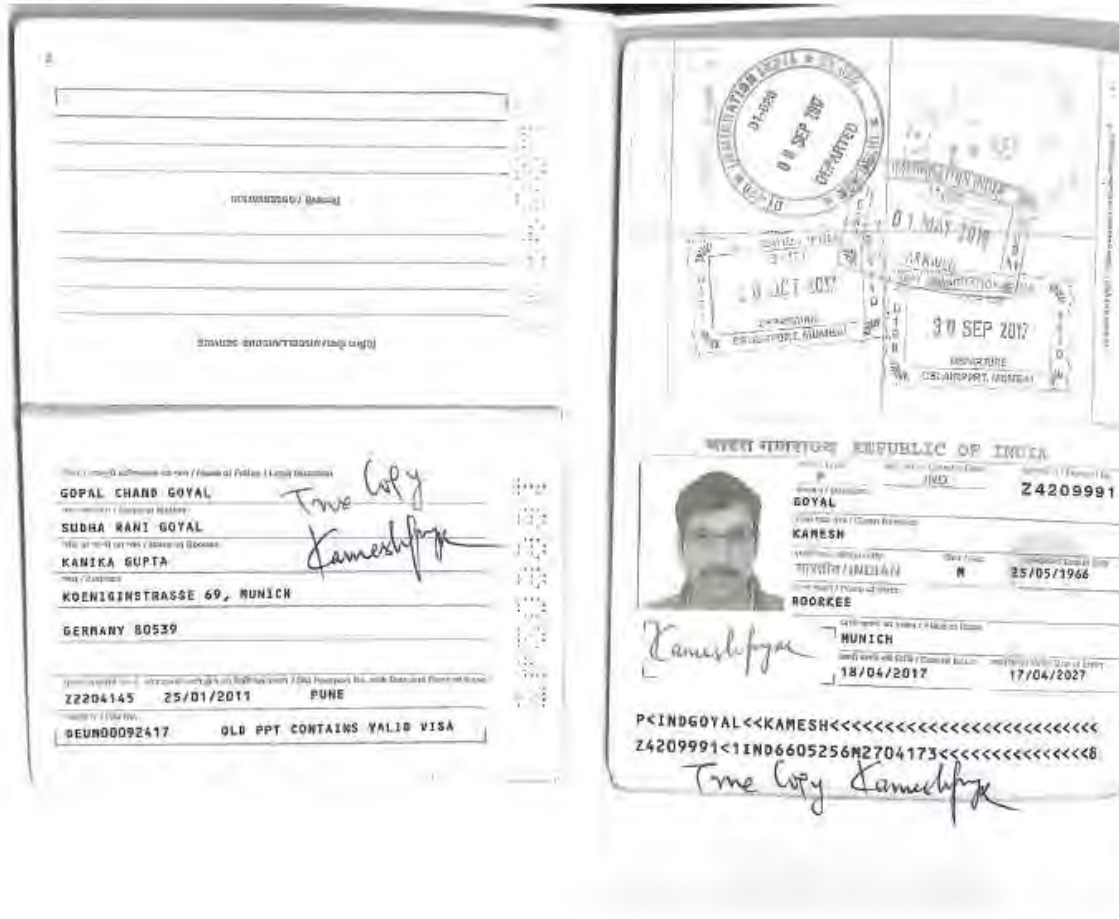
For ICICI Bank Ltd.

Authorised Signatory

496564

ANNEXURE D

COPY OF PASSPORT OF PROMOTER



Kamesh Goyal



ANNEXURE F

COPY OF DRIVING LICENSE

 **THE UNION OF INDIA**
MAHARASHTRA STATE MOTOR DRIVING LICENCE

DL No : **MH12 20100116143** DOI : **29-04-1991**
Valid Till : **24-05-2026 (NT)**

03-02-2021 **FORM 7**
RULE 16 (2)

 **AUTHORISATION TO DRIVE FOLLOWING CLASS**
OF VEHICLES THROUGHOUT INDIA
COV DOI
LMV 29-04-1991

DOB : 25-03-1966 BG :

Name : KAMESH GOYAL
S/DW of : GOPALCHAND
Add : WATER FRONT FLAT NO. 602
E- BLOKC 6 TH FLOOR KALYANI NAGAR
PUNE CITY, PUNE
PIN : 411006

Signature & ID Of
Issuing Authority : MH12


Signature/Thumb
Impression of Holder

ANNEXURE G

PROMOTER GROUP

S. No.	Description	Name of Entity Forming part of the Promoter Group
A.	Immediate relatives of the Promoter (i.e., any spouse of that person, or any parent, brother, sister or child of the person or of the spouse)	Kanika Gupta – Wife Vaibhav Goyal – Son Anushka Goyal – Daughter Amrish Goyal – Brother Aadesh Goyal – Brother Relative of Spouse: Anjana Gupta – Mother Vivek Gupta – Brother Pooja Gupta, Shippra Mittal – Sister
B.	Bodies corporate in which 20% or more of the equity share capital is held by the Promoter or an immediate relative of the Promoter or a firm or Hindu Undivided Family in which the Promoter or any one or more of their relative is a member.	1. Go Digit Infoworks Services Private Limited – 54.74% shareholding is held by Mr. Kamesh Goyal along with Oben Ventures LLP 2. Valueattics Reinsurance Limited- Mr. Kamesh Goyal holds 0.0008% of equity share capital along with other joint shareholders 3. Oben Ventures LLP- Mr. Kamesh Goyal contributes 100% of total contribution 4. Oben Enterprises LLP- Mr. Kamesh Goyal contributes 100% of total contribution 5. Go Digit Life Insurance Limited – Ms. Kanika Gupta spouse of Mr. Kamesh Goyal holds 7.20% of equity share capital
D.	Hindu Undivided Families or firms in which the aggregate share of the Promoter and their relatives is equal to or more than 20% of the total capital.	-
G.	Persons whose shareholding is aggregated under the heading “shareholding of the promoter group”	-

ANNEXURE H

DISASSOCIATION BY PROMOTER IN THE LAST THREE YEARS

Name of the Promoter	Name of company or firm from which promoter has disassociated	Reasons for and circumstances leading to disassociation and the terms of such disassociation	Date of disassociation
Kamesh Goyal	Go Digit Life Insurance Limited* ("GDLIL")	Transfer of entire shareholding of GDLIL by Kamesh Goyal (held in his individual capacity) to Oben Ventures LLP	December 6, 2022
Kamesh Goyal	Valueattics Reinsurance Limited [#] ("VRL")	Transfer of entire shareholding of VRL by Kamesh Goyal (held in his individual capacity) to Oben Ventures LLP	July 28, 2023

VRL has made applications to the IRDAI dated December 14, 2017 and November 26, 2021, under Regulations 3 and 5 of the erstwhile IRDA Registration Regulations 2000, for issuance of requisition for registration application form IRDAI/R1, in order to carry out reinsurance business in India, and has provided additional documents requested by the IRDAI in connection therewith, from time to time. Subsequently, post acceptance of its requisition by IRDAI on June 14, 2022, VRL has made an application to the IRDAI dated August 3, 2022, under Regulation 10 of the erstwhile IRDA Registration Regulations 2000, in form IRDAI/R2 for grant of a certificate of registration. On January 17, 2023, VRL had requested the IRDAI to grant additional time to comply with the formalities pertaining to the registration application and proposed that the same shall be taken up subsequent to the successful completion of the Offer and receipt of the approval of the IRDAI on the registration application of GDLIL. Pursuant to the letter received from the IRDAI dated April 25, 2023, VRL had submitted its response on June 13, 2023 and August 4, 2023. Due to change in the IRDA Registration Regulations 2000, the IRDAI vide its email dated August 17, 2023 further advised VRL to submit complete information and documents as per the IRDAI Registration Regulations, 2022 read with the Master Circular on Registration of Indian Insurance Company, 2023 dated April 24, 2023. Accordingly, VRL has submitted its response on January 17, 2024 and is awaiting further update from the IRDAI on the same.

** GDLIL has received the certificate of registration in form IRDAI/R3, dated June 9, 2023, in order to carry out life insurance business in India.*

ANNEXURE I- NA

BUILD-UP OF PROMOTER SHAREHOLDING AND COST OF ACQUISITION

- A. BUILD-UP OF SHAREHOLDING – NA**
- B. AVERAGE COST OF ACQUISITION PER SHARE – NA**
- A. WEIGHTED AVERAGE PRICE AT WHICH EQUITY SHARES WERE ACQUIRED IN THE IMMEDIATELY PRECEDING YEAR AND PRECEDING THREE YEARS - NA**

ANNEXURE J

INTEREST OF THE PROMOTER

- A. SHAREHOLDING OF THE PROMOTER IN THE COMPANY - NIL**
- B. SALES, PURCHASES AND FINANCINGS OF SECURITIES OF THE COMPANY BY THE PROMOTER IN THE LAST SIX MONTHS -NIL**
- C. INTEREST OF THE PROMOTER IN ANY INTELLECTUAL PROPERTY RIGHTS USED BY THE COMPANY OR IN ANY ENTITY IN THE NAME OF WHICH INTELLECTUAL PROPERTY RIGHTS OF THE COMPANY ARE REGISTERED**

Kamesh Goyal holds shares in GDISPL, which is interested in the intellectual property of the Company in the following manner:

Deed of assignment dated May 21, 2018 (“Deed of Assignment”) between the Company and Go Digit Infoworks Services Private Limited and addendum (“Addendum”) dated May 22, 2018 to Deed of Assignment

Pursuant to the Deed of Assignment dated May 21, 2018, and the Addendum dated May 22, 2018 the Company has assigned all rights, title and interest in 8 trademarks, including ‘GODIGIT’, ‘DIGIT’ (device mark), and all goodwill associated therewith, to Go Digit Infoworks Services Private Limited, one of our Promoters, for a total consideration of ₹ 0.11 million.

Brand License Agreement dated May 22, 2018 between the Company and Go Digit Infoworks Services Private Limited (“Brand Licensing Agreement”) and addendum (“Addendum”) dated March 3, 2020 to Brand Licensing Agreement

Pursuant to the Brand Licensing Agreement dated May 22, 2018, and the Addendum dated March 3, 2020, the Company has been granted a royalty-free, non-transferable license to use 20 trademarks in Go Digit Infoworks Services Private Limited’s corporate name, trade name and trading style and logos for and in connection with the business of the Company. The license granted to the Company by way of the Brand Licensing Agreement is non-exclusive, and Go Digit Infoworks Services Private Limited is free to grant any right or license to use the Identified Trademarks to any company, entity or person engaged in or proposing to engage in any business or services. In the event, the Company, inadvertently registers or attempts to register the Identified Trademarks, it is required to transfer or assign such trademarks to Go Digit Infoworks Services Private Limited without any cost. Further, the Company shall not have any right to compensation, in case of termination of the Brand Licensing Agreement.

Further, the Company has entered into an expense reimbursement agreement dated June 16, 2021, integrated facility services agreement dated September 18, 2017, service agreement dated May 1, 2018, integrated facility services agreement dated July 11, 2019 with Go Digit Infoworks Services Private Limited, leave and license agreement dated December 27, 2022 with Go Digit Life Insurance Limited** (previously known as Go Digit Life Sciences Private Limited)** and twenty one expense reimbursement agreements with Go Digit Life Insurance Limited* (previously known as Go Digit Life Sciences Private Limited)

Further, neither our Promoters nor any of our Key Managerial Personnel, Senior Management, Directors or employees of the Company have entered into an agreement, either by themselves or on behalf of any other person, with any Shareholder or any other third party with regard to compensation or profit sharing in connection with the dealings of the securities of the Company.

- D. INTEREST IN ANY PROPERTY ACQUIRED BY THE COMPANY IN THE LAST THREE YEARS OR PROPOSED TO BE ACQUIRED BY THE COMPANY or AMOUNT OR BENEFIT PAID BY THE COMPANY TO THE PROMOTER WITHIN THE TWO IMMEDIATELY PRECEDING YEARS OR INTENDED TO BE PAID OR GIVEN TO THE PROMOTER-**

Kamesh Goyal holds shares in GDISPL, which is interested in the properties of the Company in the following manner:

Expense reimbursement agreement dated June 16, 2021 between Go Digit Infoworks Services Private Limited (GDISPL) and the Company.

Pursuant to the expense reimbursement agreement dated June 16, 2021, the Company being the owner of the Registered Office (“Premises”) has agreed to the workstation utilization arrangement with GDISPL at its Premises. GDISPL is also entitled to use the Premises as its registered office subject to obtaining prior written consent from the Company. The Company is entitled to receive a sum of ₹ 10,000 per month per seat as workstation expenses and GDISPL can utilise the logo space and parking on a first come first serve basis at no additional cost.

Service Agreement dated May 1, 2018 between Go Digit Infoworks Services Private Limited (formerly Oben Services Private Limited) and the Company read with the subsequent addendums thereto

The Company has entered into a service agreement with GDISPL to avail various services with regard to software and information technology including providing development and consultancy services in all areas of information technology, and support services including IT support. Pursuant to the agreement the Company is liable to pay a service fee to GDISPL which will consist of the total costs incurred by GDISPL in the provision of services with an arm’s length mark up of 18.43%. By way of addendums to the service agreement, the mark-up was changed to 13% from 18.43% with effect from September 1, 2018 and was raised to 15.35% with effect from April 1, 2021. The Agreement is in force from May 1, 2018 and shall continue until terminated by either of the parties. Subsequently, pursuant to an addendum dated October 1, 2023, the mark-up was revised to 6.87% with effect from October 1, 2023.

Integrated Facility Services Agreement (“Agreement”) dated July 11, 2019 between Go Digit Infoworks Services Private Limited (formerly Oben Services Private Limited) and the Company read with addendum dated March 29, 2021 read with the second addendum to the Agreement dated October 1, 2023.

GDISPL has taken the premises situated at Unit Nos. 1301 and 1302, 13th floor of Godrej Coliseum, Sion, Mumbai- 400022 on leave and license and has developed the premises into a fully operational business centre equipped with amenities and facilities to provide integrated facility services. The Company has entered into the agreement for a ‘pay as you go’ model with GDISPL to carry out the general insurance business at the said premises. GDISPL is entitled to receive a sum which will consist of the total costs incurred by GDISPL in the provision of services with an arm’s length mark up of 5%, which was raised to 7.39% with effect from April 1, 2021 by way of an addendum dated March 29, 2021 and subsequently reduced to 2.95% with effect from October 1, 2023 by way of the second addendum to the Agreement dated October 1, 2023. The Agreement was renewed till September 30, 2023 pursuant to a renewal letter dated August 7, 2023. Subsequently, pursuant to the second addendum to the Agreement dated October 1, 2023, the Agreement has been renewed till August 9, 2028.

Integrated Facility Services Agreement (“Agreement”) dated September 28, 2017 between Go Digit Infoworks Services Private Limited (formerly Oben Services Private Limited) and the Company read with first addendum to the Agreement dated May 25, 2018 read with the second addendum to the Agreement dated December 1, 2018, read with the third addendum to the Agreement dated March 29, 2021 read with the renewal letter dated August 8, 2022 read with the fourth addendum to the Agreement dated August 11, 2022 read with fifth addendum to the Agreement dated October 1, 2023 read with sixth addendum to the Agreement dated November 1, 2023.

GDISPL has taken the premises situated at Atlantis, site no. 95, 4th B Cross Road, 5th Block, Koramangala Industrial Layout, Bengaluru - 560095 on lease till March 31, 2032 and has developed the premises into a fully operational business centre equipped with amenities and facilities, so as to provide integrated facility services. The Company has entered into this agreement with GDISPL to carry out the general insurance business at the said premises. GDISPL is entitled to receive a sum of ₹ 6.70 million per month for the delivery of the work station. The agreement shall be in force for a period of 5 years from August 21, 2017 till August 20, 2022 and is automatically renewable for a period of five years from

expiry of initial or renewed term. Pursuant to the first addendum to the Agreement dated May 25, 2018, GDISPL increased the service cost to ₹ 7.76 million per month for occupancy of an additional floor. Pursuant to the second addendum to the Agreement dated December 1, 2018, GDISPL increased the service cost from ₹ 7.76 million per month to the total costs incurred by it plus an arm's length mark-up of 5%. Pursuant to the third addendum to the Agreement dated March 29, 2021, GDISPL increased the service cost the total costs incurred by it plus an arm's length mark-up of 5% to the total costs incurred by it plus an arm's length mark-up of 7.39% with effect from April 1, 2021 which was subsequently reduced to 2.95% with effect from October 1, 2023 by way of the fifth addendum to the Agreement dated October 1, 2023. Pursuant to the renewal letter dated August 8, 2022, GDISPL and the Company have mutually extended the term of the agreement for a further period of 5 years ending on August 20, 2027.

Leave and License agreement dated December 27, 2022 between the Company and Go Digit Life Insurance Limited (previously known as Go Digit Life Sciences Private Limited) ("GDLIL")

Pursuant to the leave and license agreement dated December 27, 2022, the Company being the owner of the property situated at Ananta One, 1st and 2nd floor, Opposite Shivaji Nagar bus stand, Babulal Sheikh Path, Narveer Tanaji Wadi, Shivajinagar, Pune, Maharashtra 411005 ("Premises") has entered into a workstation utilization arrangement with GDLIL for a period of three years with a lock-in period of 1 year for the Company and GDLIL. GDLIL is also entitled to use the Premises as its registered office subject to obtaining prior written consent from the Company. The Company is entitled to receive a monthly rent of ₹ 84,000 and a sum of ₹8,40,000 as refundable interest free security deposit.

Twenty one expense reimbursement agreements between the Company and Go Digit Life Insurance Limited ("GDLIL") (previously known as Go Digit Life Sciences Private Limited)

The Company has entered into twenty one expense reimbursement agreements with GDLIL, between February 2, 2023 and March 22, 2024, in respect of various properties leased by us ("Premises"). Pursuant to such agreements, the Company has agreed to the workstation utilization arrangement with GDLIL at the Premises for a period ranging between eight and 11 months.. GDLIL is also entitled to use these premises as its registered office subject to obtaining prior written consent from the Company. The Company is entitled to receive various amounts stipulated in each agreement per month per seat as workstation expenses and GDLIL can utilise the logo space and parking on a first come first serve basis at no additional cost.

Additionally, the Company has entered into a deed of assignment dated May 21, 2018 read with addendum to deed of assignment dated May 22, 2018 and a Brand License Agreement dated May 22, 2018 read with addendum dated March 3, 2020 to Brand Licensing Agreement with Go Digit Infoworks Services Private Limited.

- E. SUMS PAID OR TO BE PAID TO PROMOTER OR ANY FIRM IN WHICH PROMOTER IS A MEMBER FOR SERVICES RENDERED IN CONNECTION WITH THE PROMOTION OR FORMATION OF THE COMPANY-NIL**
- F. INTEREST OF THE PROMOTER IN ANY TRANSACTIONS OR ARRANGEMENTS (INCLUDING IN RELATION TO ACQUISITION OF LAND, CONSTRUCTION OF BUILDING AND SUPPLY OF MACHINERY, ETC.) ENTERED INTO BY THE COMPANY - NIL**
- G. RELATIONSHIP OF PROMOTER WITH ANY ENTITY FROM WHOM THE COMPANY HAS ACQUIRED OR PROPOSES TO ACQUIRE LAND IN THE LAST FIVE YEARS-NIL**
- H. GUARANTEES GIVEN BY PROMOTER TO THIRD PARTIES AND ENCUMBRANCE UPON AND PLEDGE OF SECURITIES OF THE COMPANY-NIL**
- I. LOANS OR ADVANCES TAKEN BY THE PROMOTER FROM THE COMPANY -NIL**
- J. LOANS OR ADVANCES GIVEN TO THE COMPANY BY THE PROMOTER -NIL**
- K. ANY OTHER INTEREST OF THE PROMOTER IN THE COMPANY**

Kamesh Goyal holds shares in GDISPL, which is also a Promoter of the Company.

- L. COMPENSATION OR PROFIT SHARING AGREEMENTS ENTERED INTO BY THE PROMOTER WITH ANY SHAREHOLDERS OR ANY THIRD PARTY IN CONNECTION WITH DEALINGS IN THE SECURITIES OF THE COMPANY - NIL**
- M. RESTRICTIVE COVENANTS AS REGARDS PROMOTERS' INTEREST IN THE COMPANY IN ANY SHAREHOLDERS' AGREEMENT, PROMOTERS' AGREEMENT OR ANY OTHER AGREEMENT FOR SHORT-TERM (SECURED AND UNSECURED) AND LONG-TERM BORROWINGS, IF ANY**

Joint venture agreement dated May 30, 2017 between our Company (formerly Oben General Insurance Limited), Kamesh Goyal, Oben Ventures LLP (formerly Oben Ventures Private Limited, and together with Kamesh Goyal, the "KG Group"), FAL Corporation ("Fairfax") and Go Digit Infoworks Services Private Limited (formerly Oben Services Private Limited) (collectively, "Original Parties") ("Joint Venture Agreement"), as amended by the addendum (the "Addendum") to the Joint Venture Agreement dated June 30, 2017 executed by and amongst the Original Parties and Oben Enterprises LLP ("Oben LLP"), as further amended by the amendment agreement to the Joint Venture Agreement dated August 11, 2022 (the "JV Amendment Agreement").

In terms of the Joint Venture Agreement, the Original Parties entered into the agreement to set out the terms and conditions of their commercial understanding with respect to the investment by the parties in, and the management and governance of, Go Digit Infoworks Services Private Limited (formerly known as Oben Services Private Limited) and its business. Further, the agreement also formalized the partnership between Fairfax, Kamesh Goyal and Oben Ventures LLP (formerly Oben Ventures Private Limited) wherein Fairfax invested, and expressed its desire of further investing, and participating, in the share capital of Go Digit Infoworks Services Private Limited. In terms of the Joint Venture Agreement, Go Digit Infoworks Services Private Limited agreed to issue certain compulsorily convertible preference shares ("CCPS") to Fairfax. For details of the CCPS, see "Our Promoters and Promoter Group" on page [●].

The Joint Venture Agreement sets out, amongst others, the following matters in relation to the management and governance of our Company:

Non-compete

Under the terms of the Joint Venture Agreement, our Company and Go Digit Infoworks Services Private Limited are not allowed to compete with the general insurance business of Fairfax and/or its affiliates overseas, except, in cases, where our Company sets up representative offices or liaison offices overseas for the purpose of marketing/laising and generation of business from non-resident Indians living overseas.

Incorporation and related matters

The Joint Venture Agreement stipulates that other than as permitted under its terms, the share capital of our Company shall only consist of equity shares, and also records that our Company has been incorporated as a wholly owned subsidiary of Go Digit Infoworks Services Private Limited.

Corporate governance

As per the Joint Venture Agreement, our Company is required to fulfil certain conditions for corporate governance, such as, the Board of our Directors of our Company is required to consist of up to 11 directors as follows: (a) three non-executive Directors nominated by Go Digit Infoworks Services Private Limited, one of whom must be Kamesh Goyal; (b) two non-executive Directors nominated by Fairfax; (c) up to five Independent Directors based on recommendations received from the Nomination and Remuneration Committee; and (d) the chief executive officer, or principal officer or managing director (by whatever title called) based on recommendations received from the Nomination and Remuneration Committee. Further, Kamesh Goyal has a right to be appointed as a non-executive chairman on our Board and does not have a casting or second vote. The day-to-day operations of our Company are required to be conducted by the chief executive officer, or principal officer or managing director (by whatever title called), who is required to be a whole time director of the Insurance Company, and the other key employees, each of whom shall be required to be appointed by the Board based on recommendations received from the Nomination and Remuneration Committee, within the policies and

parameters approved by the Board, including the business plan. The Joint Venture Agreement also provides that 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 our Company.

Further, the Joint Venture Agreement provides that every Board committee of our Company shall include at least one Director nominated by Go Digit Infoworks Services Private Limited, and that quorum for our Board meetings as well as Board committee meetings shall require at least two directors nominated by the KG Group and one Fairfax nominee director. Further, quorum for our Shareholders' meetings shall require at least two duly authorized representatives of Go Digit Infoworks Services Private Limited nominated by the KG Group and one Fairfax representative.

Affirmative vote items

The Joint Venture Agreement provides for certain identified matters in relation to our Company, for which affirmative vote of at least one Director nominated by Go Digit Infoworks Services Private Limited at a Board meeting, or a duly authorized representative of Go Digit Infoworks Services Private Limited at a Shareholders' meeting, is required. These identified matters include, but are not limited to, amendment of our Memorandum of Association and Articles of Association, change in our name/trade name, any new line of business, entering into or terminating any commercial agreement representing an amount exceeding one per cent of our paid-up share capital, incurrence or repayment of debt, establishment or divestment of subsidiaries or joint ventures, liquidation or winding up of our Company, proposal for adoption of dividend policy, restructuring or merger, change in our registered office, any transaction between our Company and its directors/ shareholders/ group companies / their affiliates, establishment of any stock profit/profit sharing/ compensation plan, listing of our Equity Shares on stock exchanges.

Funding by the Original Parties

The Joint Venture Agreement provides that in the event our Company requires additional capital as per applicable laws or pursuant to any directions or instructions stipulated by the IRDAI, and Go Digit Infoworks Services Private Limited is not able to contribute towards such requirement, then KG Group and Fairfax may jointly agree to either subscribe to equity shares in Go Digit Infoworks Services Private Limited in proportion to their respective shareholding in Go Digit Infoworks Services Private Limited, or in the event KG Group is unable to fund its pro-rata share of capital called by Go Digit Infoworks Services Private Limited, then Fairfax will 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 these options, then the Original Parties may discuss and agree upon who will invest in Go Digit Infoworks Services Private Limited, 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 must not be granted any rights which may be prejudicial or which may affect the rights of Fairfax under the Joint Venture Agreement. Any capital invested into Go Digit Infoworks Services Private Limited should be used by it only for purposes of capitalizing our Company to meet the additional capital requirements.

Transfer restrictions

The Joint Venture Agreement provides that notwithstanding the imposition of a lock-in or otherwise, on the shares held by Go Digit Infoworks Services Private Limited in our Company, it is not 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 our Company, unless the prior written consent of KG Group, Fairfax and Go Digit Infoworks Services Private Limited has been received by the Insurance Company. Further, KG Group is not permitted to transfer or sell any Equity 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 Equity Shares from time to time or increase its ownership percentage to the maximum extent permitted under applicable law in accordance with the Joint Venture Agreement. Additionally, the foreign investment in KG Group and/ or permitted affiliates holding Equity Shares in our Company cannot exceed (either directly or indirectly) 49% of the share capital of KG Group or such permitted affiliate.

Covenants and undertakings

The Joint Venture Agreement sets out certain covenants and undertakings of our Company, such as, to conduct our business in accordance with the business plan, to distribute our products through permitted distribution channels, to maintain accurate and complete accounting and other financial records, to furnish financial statements and quarterly reports within stipulated timelines to the Original Parties, to provide such information and

documents as required by the Original Parties to comply with applicable law, to maintain proper intellectual property protection, to be subject to compliance review and internal audit by the KG Group and Fairfax, to provide access to our books, records and financial statements to KG Group and Fairfax and to keep adequate insurance coverage.

Events of default and consequences thereof

The Joint Venture Agreement provides for the following events of termination ("EOT"), in which case Fairfax has the right to terminate the Joint Venture Agreement: appointment of a receiver/ liquidator/official assignee in respect of a substantial part of the assets of our Company or Go Digit Infoworks Services Private Limited or KG Group; 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 our Company or Go Digit Infoworks Services Private Limited or KG Group; non-renewal of the license granted by the IRDAI to our Company to carry out the general insurance business; if there has been a change in any applicable law in any country pursuant to which Fairfax may not own, hold or possess the CCPS or exercise its rights as contemplated under the Joint Venture Agreement; or occurrence of an event of default as set out in the Joint Venture Agreement. In terms of the Joint Venture Agreement, the following shall be deemed to be events of default ("EOD") in relation to Kamesh Goyal, any member forming a part of KG Group or Go Digit Infoworks Services Private Limited ("**Defaulting Shareholder**"), in addition to the EOT set out above: the Defaulting Shareholder or its affiliates committing a material breach or a material default of the Joint Venture Agreement ("**Breach**"), which Breach, if can be remedied, has not been remedied within a period of 30 days from the occurrence of such Breach; the Defaulting Shareholder makes a general assignment for the benefit of its creditors; Kamesh Goyal ceases to be the Chairman of our Company or Go Digit Infoworks Services Private Limited for any reason whatsoever; or Kamesh Goyal ceasing to be involved in the day-to-day operations of our Company or Go Digit Infoworks Services Private Limited, for any reason whatsoever.

Upon the occurrence of an EOT, Fairfax shall, in addition to the right of termination, be entitled to purchase any or all of the shares held by (i) Kamesh Goyal and members forming part of the KG Group in Go Digit Infoworks Services Private Limited 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% of the total equity share capital of Go Digit Infoworks Services Private Limited; and/or (ii) Go Digit Infoworks Services Private Limited in our Company at a price to be determined by Fairfax, at its sole discretion, subject in each case to applicable regulatory approvals.

Addendum

Pursuant to the Addendum, Oben LLP was made a party to the Joint Venture Agreement and Oben LLP invested in the share capital of Go Digit Infoworks Services Private Limited. Further, pursuant to the terms of the Addendum, Oben LLP has been deemed to be included in the meaning of KG Group, and be bound by the duties and obligations of KG Group, including the transfer restrictions. Certain rights of Fairfax under the terms of the Joint Venture Agreement were suspended in accordance with the terms and conditions set out in the Amendment Agreement for a limited period of time, in terms of the Addendum.

Further, the Original Parties entered into the second amendment agreement dated June 23, 2020 with Valueatics Reinsurance Limited[#] ("**VRL**") to add it as a party to the Joint Venture Agreement and the agreement recorded the terms and conditions for operation and management of VRL. In terms of the Second Amendment Agreement, Go Digit Infoworks Services Private Limited also agreed to issue additional compulsorily convertible preference shares to Fairfax. The Second Amendment Agreement was terminated by way of a letter dated November 25, 2021 issued by the Original Parties to VRL.

The JV Agreement and the Addendum will subsist post listing of Equity Shares of the Company.

[#] VRL has made applications to the IRDAI dated December 14, 2017 and November 26, 2021, under Regulations 3 and 5 of the erstwhile IRDA Registration Regulations 2000, for issuance of requisition for registration application form IRDAI/R1, in order to carry out reinsurance business in India, and has provided additional documents requested by the IRDAI in connection therewith, from time to time. Subsequently, post acceptance of its requisition by IRDAI on June 14, 2022, VRL has made an application to the IRDAI dated August 3, 2022, under Regulation 10 of the erstwhile IRDA Registration Regulations 2000, in form IRDAI/R2 for grant of a certificate of registration. On January 17, 2023, VRL had requested the IRDAI to grant additional time to comply with the formalities pertaining to the registration application and proposed that the same shall be taken up subsequent to the successful completion of the Offer and receipt of the approval of the IRDAI on the registration application of GDLIL. Pursuant to the letter received from the IRDAI dated April 25, 2023, VRL had submitted its response on June 13, 2023 and August 4, 2023. Due to change in the IRDA Registration Regulations 2000, the IRDAI vide its email dated August 17, 2023

further advised VRL to submit complete information and documents as per the IRDAI Registration Regulations, 2022 read with the Master Circular on Registration of Indian Insurance Company, 2023 dated April 24, 2023. Accordingly, VRL has submitted its response on January 17, 2024 and is awaiting further update from the IRDAI on the same.

IV Amendment Agreement

By way of the JV Amendment Agreement, the parties have agreed to waive and amend certain terms of the JV Agreement and Addendum, including, amongst others, conditions precedent, transfer restrictions, rights in relation to funding by the parties, corporate governance, confidentiality restrictions, pursuant to the Offer.

Further, pursuant to the JV Amendment Agreement, GDISPL along with Kamesh Goyal and Fairfax, shall have the following rights, each of which are subject to our Shareholders' approval by way of a special resolution, immediately after admission to listing and trading of our Equity Shares on the Stock Exchange(s) pursuant to the Offer:

- (i) A non-compete, in terms of which our Company and Go Digit Infoworks Services Private Limited are not allowed to compete with the general insurance business and/or health insurance business of Fairfax and/or its affiliates overseas, except, in cases, where our Company sets up representative offices or liaison offices overseas for the purpose of marketing/lauding and generation of business from non-resident Indians living overseas;
- (ii) Re-constitution of our Board of Directors such that, up to four non-executive Directors shall be nominated by GDISPL, of whom one director shall be Kamesh Goyal, one other shall be a person acceptable to Kamesh Goyal and two other Directors shall be persons acceptable to Fairfax;
- (iii) The right to designate another person to fill in any vacancy of such party's nominee director; and
- (iv) The right to appoint Kamesh Goyal as a non-executive Chairman of our Board, for which he shall not have a second or casting vote.

Further, in terms of the JV Amendment Agreement, the affirmative vote items in relation to our Company, the rights of the parties in relation to the constitution of the committees of our Board and other corporate governance matters in relation to our Company, quorum related rights, directors' access related rights, our covenants and undertakings as described above, the rights in relation to funding of additional capital requirements have been deleted.

In terms of the JV Amendment Agreement, the 2021 Amended and Restated SHA shall terminate on the earliest of: (a) with regard to a particular shareholder only, if that shareholder ceases to be a shareholder under the 2021 Amended and Restated SHA; or (b) at any time by the written agreement of all the 2021 Amended and Restated SHA Parties; or (c) receipt of final listing and trading approvals by the Company from the recognized Stock Exchange(s) where the Equity Shares are proposed to be listed pursuant to the Offer.

Further, the JV Amendment Agreement shall continue until the earliest of any of the following events: (a) it is terminated by the mutual written agreement of all parties; (b) in the event that the Equity Shares of our Company are not admitted to listing and trading on the Stock Exchange(s) pursuant to the Offer, within the earlier of: (i) a period of nine months from the date on which SEBI's final observations on the DRHP filed by our Company with SEBI in connection with the Offer are received by our Company, or if earlier, the date on which the initial public offering process of our Company is cancelled, withdrawn, discontinued or postponed, or (ii) such other extended date as mutually agreed to amongst the parties in writing, or (iii) the Board decides not to undertake the Offer or the Offer is withdrawn.

Share subscription agreement dated December 23, 2019 ("2019 SSA") executed by and amongst our Company, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation, A91 Emerging Fund I LLP, TVS Shriram Growth Fund 3, Faering Capital India Evolving Fund II and Faering Capital India Evolving Fund III (Faering Capital India Evolving Fund II and Faering Capital India Evolving Fund III, together the "Faering Entities" and along with the rest of the parties, collectively, the "2019 SSA Parties"), as amended by the first amendment dated January 31, 2020 ("2020 SSA Amendment") executed by and amongst the 2019 SSA Parties

The 2019 SSA Parties entered into the 2019 SSA pursuant to which each of A91 Emerging Fund I LLP, TVS Shriram Growth Fund 3 and the Faering Entities subscribed to 26,666,667 Equity Shares issued at a premium of ₹ 65 per share. The conditions precedent under the 2019 SSA, such as maintaining a designated share application account, accuracy of warranties and receipt of corporate and regulatory

approvals for the issuance of Equity Shares, were required to be fulfilled as soon as possible and in any event prior to January 31, 2020 (“Cut Off Date”). Subsequently, the 2019 SSA was amended by way of the 2020 SSA Amendment, which amongst other things, extended the Cut Off date to February 29, 2020, or such extended date which 2019 SSA Parties may mutually agree to in writing.

Share subscription agreement dated January 20, 2021 (“2021 SSA”) executed by and amongst our Company, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation, A91 Emerging Fund I LLP, TVS Shriram Growth Fund 3, Faering Capital India Evolving Fund II and Faering Capital India Evolving Fund III (Faering Capital India Evolving Fund II and Faering Capital India Evolving Fund III, together the “Faering Entities” and along with the rest of the parties, collectively, the “2021 SSA Parties”)

The 2021 SSA Parties entered into the 2021 SSA pursuant to which each of A91 Emerging Fund I LLP, TVS Shriram Growth Fund 3 and the Faering Entities subscribed to 2,616,282 Equity Shares, issued at a premium of ₹ 162 per share. The conditions precedent under the 2021 SSA, such as maintaining a designated share application account, accuracy of warranties, and receipt of corporate and regulatory approvals for the issuance of Equity Shares, were required to be fulfilled as soon as possible and in any event prior to January 31, 2021, or such extended date which 2021 SSA Parties may mutually agree to in writing.

Share subscription agreement dated November 8, 2021 (“November 2021 SSA”) executed by and amongst our Company, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation, Faering Capital Growth Fund III, Faering Capital International Growth Fund III (Faering Capital Growth Fund III and Faering Capital International Growth Fund III, together the “Faering Entities/Investor 3B”), Ithan Creek Master Investors (Cayman) L.P., Wellington Hadley Harbor AIV Master Investors (Cayman) III, Ltd., (Ithan Creek Master Investors (Cayman) L.P. and Wellington Hadley Harbor AIV Master Investors (Cayman) III Ltd. together as the “Investor 4”), SCI Growth Investments III (“Investor 5” or “Sequoia”), IIFL Special Opportunities Fund – Series 8 and IIFL Monopolistic Market Intermediaries Fund (IIFL Special Opportunities Fund – Series 8 and IIFL Monopolistic Market Intermediaries Fund, together the “IIFL Entities/Investor 6”, and together with the rest of the parties, collectively, the “November 2021 SSA Parties”)

The November 2021 SSA Parties entered into the November 2021 SSA pursuant to which: (i) Faering Entities collectively subscribed to 9,426,752 Equity Shares at a premium of ₹ 304 per share; (ii) Investor 4 collectively subscribed to 16,577,070 Equity Shares at a premium of ₹ 304 per share; (iii) SCI Growth Investments III agreed to subscribe to 9,458,599 Equity Shares at a premium of ₹ 304 per share; (iv) IIFL Entities collectively agreed to subscribe to 3,821,656 Equity Shares at a premium of ₹ 304 per share. The conditions precedent under the November 2021 SSA, such as maintaining a designated share application account, accuracy of warranties and receipt of corporate and regulatory approvals for the issuance of Equity Shares, were required to be fulfilled as soon as possible and in any event prior to the earlier of: (i) the date which falls 21 days after the date of receipt of the approval of the IRDAI in relation to the investment being made by November 2021 SSA Parties; or (ii) December 23, 2021, or such extended date which the November 2021 SSA parties may mutually agree to in writing.

Share subscription agreement dated March 22, 2022 (“TVS SSA”) executed by and amongst our Company, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation and TVS Shriram Growth Fund 3 (the “Investor”, together with the rest of the parties, collectively, the “TVS SSA Parties”)

The TVS SSA Parties entered into the TVS SSA pursuant to which TVS subscribed to 1,783,440 Equity Shares at a premium of ₹ 304 per share. The conditions precedent under the TVS SSA, such as maintaining a designated share application account, accuracy of warranties and receipt of corporate approvals for the issuance of Equity Shares, were required to be fulfilled as soon as possible and in any event prior to March 30, 2022, or such extended date which the November 2021 SSA parties may mutually agree to in writing.

Share subscription agreement dated April 29, 2022 (“April SSA”) executed by and amongst our Company, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation, SCI Growth Investments III (“Investor 5” or “Sequoia”), IIFL Special Opportunities Fund – Series 8 and IIFL Monopolistic Market Intermediaries Fund (IIFL Special Opportunities Fund – Series 8 and

IIFL Monopolistic Market Intermediaries Fund, together the “IIFL Entities/ Investor 6”, and together with the rest of the parties, collectively, the “April SSA Parties”

The April SSA Parties entered into the April SSA pursuant to which: (i) Investor 5 subscribed to 9,054,878 Equity Shares at a premium of ₹ 318 per share; (ii) IIFL Monopolistic Market Intermediaries Fund subscribed to 1,524,390 Equity Shares at a premium of ₹ 318 per share; and (iii) IIFL Special Opportunities Fund – Series 8 subscribed to 2,134,145 Equity Shares at a premium of ₹ 318 per share. The conditions precedent under the April SSA, such as maintaining a designated share application account, accuracy of warranties and receipt of corporate and regulatory approvals for the issuance of Equity Shares, were required to be fulfilled as soon as possible and in any event prior to May 5, 2022, or such extended date which the April SSA parties may mutually agree to in writing.

Amended and restated shareholders' agreement dated November 8, 2021 (“Amended and Restated SHA”) executed by and amongst our Company, Go Digit Infoworks Services Private Limited, Kamesh Goyal, FAL Corporation, A91 Emerging Fund I LLP (“Investor 1”), TVS Shriram Growth Fund 3 (“Investor 2”), Faering Capital India Evolving Fund II and Faering Capital India Evolving Fund III (Faering Capital India Evolving Fund II and Faering Capital India Evolving Fund III, together, the “Investor 3A”), Faering Capital Growth Fund III, Faering Capital International Growth Fund III (Faering Capital Growth Fund III and Faering Capital International Growth Fund III, together, the “Investor 3B”), Ithan Creek Master Investors (Cayman) L.P., Wellington Hadley Harbor AIV Master Investors (Cayman) III, Ltd., (Ithan Creek Master Investors (Cayman) L.P., Wellington Hadley Harbor AIV Master Investors (Cayman) III, Ltd. together, the “Investor 4”) SCI Growth Investments III (“Investor 5”), IIFL Special Opportunities Fund – Series 8 and IIFL Monopolistic Market Intermediaries Fund (IIFL Special Opportunities Fund – Series 8 and IIFL Monopolistic Market Intermediaries Fund together as “Investor 6”, and along with Investor 1, Investor 2, Investor 3A, Investor 3B, Investor 4, Investor 5, the “Investors”, and the Investors, along with the rest of the parties, the “2021 Amended and Restated SHA Parties”), as amended by way of an amendment agreement dated May 6, 2022 (“Amendment Agreement” and together with the Amended and Restated SHA, the “2021 Amended and Restated SHA”), the amendment agreement dated August 10, 2022 (“SHA Amendment Agreement”), and the amendment agreement dated April 26, 2024 (“Second SHA Amendment Agreement”)

The 2021 Amended and Restated SHA Parties entered into the Amended and Restated SHA, in supersession of previous agreements entered into by our Company with certain of these investors. The 2021 Amended and Restated SHA sets out, amongst others, the following matters:

Corporate governance

The Investors have the right to decide and vote on every matter and resolution placed before the Company in Shareholders' meetings.

Information covenants and inspection rights

During the earlier of: (a) the term of the 2021 Amended and Restated SHA, or (b) till the time any of the Investors holds at least 1.75% Equity Shares in the share capital of our Company, it has certain information rights such as, amongst other things, provisional annual financial statements, final audited financial statements, information on reserved matters, agenda and minutes of meetings. Further, so long as an Investor holds Equity Shares of our Company such Investor has certain information rights such as, amongst other things, quarterly financials and annual financial statements and shareholding pattern. Investors 4 and 5 also have a right to receive updates on the dedicated portfolio review portal, so long as each of them holds Equity Shares in our Company.

Additionally, the Investors and/or their authorized representatives, have the right to visit and inspect to their satisfaction, our Company's offices during normal business hours, our Company's financial accounts, books of accounts, records and related documents.

Identified reserved matters

The 2021 Amended and Restated SHA provides for minority protection in the form of certain identified reserved matters for which affirmative vote of each of the Investors is required from each of the 2021

Amended and Restated SHA Parties. These identified reserved matters are with respect to any variation to the rights attached to the Equity Shares held by the Investors, or variation of their rights under the transaction documents executed by them in relation to their investments in our Company.

Right of first offer of Go Digit Infoworks Services Private Limited

Go Digit Infoworks Services Private Limited has a right of first offer in case of a transfer of any or all of the Equity Shares held by any of the Investors, to any third party which is not an affiliate of the Investor, Go Digit Infoworks Service Private Limited and/or Kamesh Goyal. Any transfer of Equity Shares by the Investors to a competitor/its affiliate (as defined under the 2021 Amended and Restated SHA) or non-financial investor/its affiliate holding a stake of more than 5% in the fully diluted shareholding of a general or health insurance company registered with IRDAI, will require prior consent of our Company.

Tag along right of the Investors

If Go Digit Infoworks Services Private Limited (“**GDISPL**”) proposes to transfer any of its Equity Shares, to any person (“**Proposed Transferee**”), except Kamesh Goyal and/or a company within the FAL Corporation group, each of the Investors have the right, but not the obligation to simultaneously transfer its portion of Equity Shares held in our Company to the Proposed Transferee on a pro rata basis, along with Go Digit Infoworks Services Private Limited. Additionally, each of the Investors shall have the right, but not the obligation to simultaneously transfer its portion of Equity Shares held in our Company to the Proposed Transferee on a pro rata basis if (i) Kamesh Goyal transfers the securities of GDISPL to any person, which results in change of Kamesh Goyal’s shareholding in GDISPL by 10% or more, except for a transfer to an affiliate of Kamesh Goyal; or (ii) if a company within the FAL Corporation group, transfers the securities of GDISPL to any person, which results in change of shareholding of such company in GDISPL by 20% or more, except for a transfer to its affiliate, transfer to Kamesh Goyal or upon conversion of the compulsorily convertible preference shares held by FAL Corporation in GDISPL, in accordance with the articles of association of GDISPL. Further, each of the Investors shall have the right to exercise their tag along rights if any transfer by Kamesh Goyal or any company within the FAL Corporation group results in change of their respective shareholding in GDISPL by 50% or more.

Pre-emptive rights

If the Company issues any Equity Shares or other securities (other than an issuance pursuant to a qualified initial public offering (“**QIPO**”) as provided under the 2021 Amended and Restated SHA, or employee stock options) (each being a “**Further Issue**”), each of the Investors has a pre-emptive right to subscribe to such Further Issue, on a pro rata basis to its shareholding in the Company.

Anti-dilution rights

The 2021 Amended and Restated SHA provides that in the event of any issuance of Equity Shares or other securities exercisable, exchangeable and/or convertible in, for or into Equity Shares, to any third party which is not a party to the 2021 Amended and Restated SHA, at a price that is lower than the price per security subscribed to by each of the Investors as per the terms of the transaction documents executed by them in relation to their investments in our Company (such issuance, “**Dilutive Issuance**”), then each Investor (either by themselves or through their affiliates) has a right of first refusal to such Dilutive Issuance, on a pro-rata basis.

Exit rights

The 2021 Amended and Restated SHA provides for exit rights to the Investors through: (a) a QIPO within five years from February 14, 2020 (“**Investor Exit Period**”); or (b) a third party sale, in the event such QIPO is not consummated within six months of the expiry of the Investor Exit Period.

Non-compete

Till the earlier of: (a) the period till which the Investors are shareholders in the Company, subject to a maximum of ten years from the effective date, as defined under the 2021 Amended and Restated SHA; or (b) a QIPO has occurred, in terms of the 2021 Amended and Restated SHA, neither Kamesh Goyal

nor his affiliates will either directly or indirectly, commence, establish, promote, finance, invest in, carry on, engage in, conduct, attempt to commence, own, manage, be a director or employee of or consultant to, by retained by, operate, join, assist, have an interest in any business entity which is carrying on any activity or business which is similar or falling within the scope of the business of our Company, within any jurisdiction in which the Company undertakes or proposes to undertake its business, and will give up, part with, and/or cease and desist from carrying on any activity or business which is similar or falling within the scope of the business of our Company within such jurisdictions. Such non-compete obligation is limited to conducting general insurance and health insurance business.

Right to invest

The 2021 Amended and Restated SHA provides that while each of the Investors and their affiliates may invest in companies which may be in competition with our Company, each of the Investors: (a) is not permitted to disclose any confidential information about our Company or its business to any person who is part of any committee, board or plays any advisory role with any other general insurer or health insurer, and (b) is required to give prior written intimation to the Company in the event it proposes to acquire more than 10% of the fully diluted shareholding of any health insurer or general insurer in India that is registered with IRDAI.

Termination

The 2021 Amended and Restated SHA provides that it will terminate: (i) with regard to a particular shareholder only, if that shareholder ceases to be a shareholder under the 2021 Amended and Restated SHA; (ii) at any time by the written agreement of all the parties to the 2021 Amended and Restated SHA; or (iii) on the completion of a QIPO in terms of the 2021 Amended and Restated SHA.

First Amendment Agreement

Pursuant to the subscription of Investors 5 and 6 to 9,054,878 Equity Shares and 3,658,535 Equity Shares respectively, the 2021 Amended and Restated SHA Parties entered into the First Amendment Agreement, to record the updated shareholding pattern of the Company pursuant to such investment.

SHA Amendment Agreement

By way of the SHA Amendment Agreement, the parties have agreed to waive and amend certain terms of the 2021 Amended and Restated SHA and the Amendment Agreement, including, amongst others, right of first offer of Go Digit Infoworks Services Private Limited, tag along rights, pre-emptive rights, anti-dilution rights and certain rights in relation to QIPO and information rights pursuant to the Offer.

In terms of the SHA Amendment Agreement, the 2021 Amended and Restated SHA shall terminate on the earliest of: (a) with regard to a particular shareholder only, if that shareholder ceases to be a shareholder under the 2021 Amended and Restated SHA; or (b) at any time by the written agreement of all the 2021 Amended and Restated SHA Parties; or (c) receipt of final listing and trading approvals by the Company from the recognized Stock Exchange(s) where the Equity Shares are proposed to be listed pursuant to the Offer.

Further, the SHA Amendment Agreement shall continue until the earliest of any of the following events: (a) it is terminated by the mutual written agreement of all parties; (b) with regard to any shareholder who is party to the SHA Amendment Agreement, upon such shareholder ceasing to hold any equity securities in our Company; (c) in the event that the Equity Shares of our Company are not admitted to listing and trading on the Stock Exchange(s) pursuant to the Offer, within the earlier of a period of nine months from the date on which SEBI's final observations on the DRHP filed by our Company with SEBI in connection with the Offer are received by our Company, or if earlier, the date on which the initial public offering process of our Company is cancelled, withdrawn, discontinued or postponed or such other extended date as mutually agreed to amongst the 2021 Amended and Restated SHA Parties in writing.

Second SHA Amendment Agreement

By way of the Second SHA Amendment Agreement, the parties have agreed to provide consent for the amendment of the Articles of Association our Company in manner that, including, amongst others, right

of first offer of Go Digit Infoworks Services Private Limited, tag along rights, pre-emptive rights, anti-dilution rights and certain rights in relation to QIPO and information rights pursuant to the Offer will stand deleted prior to the filing of the Red Herring Prospectus.

Shareholders' agreement dated January 20, 2020, executed by and amongst our Company, Go Digit Infoworks Services Private Limited and Anushka Sharma, as amended by the waiver letter dated July 18, 2022 ("Waiver Letter") and letter dated April 16, 2024 ("Consent Letter")

Through this agreement, Anushka Sharma invested approximately ₹5.00 million in the Company, pursuant to which the Company has allotted 66,667 Equity Shares to her. Pursuant to this agreement, Anushka Sharma has a tag along right and certain pre-emptive rights. Further, Go Digit Infoworks Services Private Limited has a right of first offer, in case Anushka Sharma desires to sell any or all of her shares in our Company to any third party other than Go Digit Infoworks Services Private Limited or Kamesh Goyal. Additionally, in relation to the Offer, our Company must indemnify Anushka Sharma for any loss, claim, damage, cost or expense arising out of or relating to any misstatements and omissions of our Company in any registration statement, offering document, or preliminary offering document, to the maximum extent permitted under applicable laws ("**Indemnity Clause**"). This agreement will terminate upon listing of our Equity Shares of our Company, or at any time by the written consent of all the parties to this agreement.

In terms of the Waiver Letter read with the Consent Letter, Anushka Sharma has waived her tag along rights, pre-emptive rights and right under the Indemnity Clause, in connection with the Offer as well as any sell-down of Equity Shares by Go Digit Infoworks Services Private Limited in a pre-IPO placement, and all such rights will stand deleted one day prior to the filing of the RHP. Such waivers and consents are effective until the earlier of: (a) termination by the mutual written consent of all parties; or (b) 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 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 Offer are received by the Company, or such other extended date as mutually agreed to between the parties in writing, or the Board decides not to undertake the Offer or the Offer is withdrawn.

Shareholders' agreement dated January 20, 2020, executed by and amongst our Company, Go Digit Infoworks Services Private Limited and Virat Kohli, as amended by the waiver letter dated July 18, 2022 ("Waiver Letter") and letter dated April 16, 2024 ("Consent Letter")

Through this agreement, Virat Kohli invested ₹ 20.00 million in the Company, pursuant to which our Company has allotted 266,667 Equity Shares to him. Pursuant to this agreement, Virat Kohli has a tag along right and certain pre-emptive rights. Further, Go Digit Infoworks Services Private Limited has a right of first offer, in case Virat Kohli desires to sell any or all of his shares in the Company to any third party other than Go Digit Infoworks Services Private Limited or Kamesh Goyal. Additionally, in relation to the Offer, our Company must indemnify Virat Kohli for any loss, claim, damage, cost or expense arising out of or relating to any misstatements and omissions of our Company in any registration statement, offering document, or preliminary offering document, to the maximum extent permitted under applicable laws ("**Indemnity Clause**"). This agreement will terminate upon listing of our Equity Shares of our Company, or at any time by the written consent of all the parties to this agreement.

In terms of the Waiver Letter read with the Consent Letter, Virat Kohli has waived his tag along rights, pre-emptive rights and right under the Indemnity Clause, in connection with the Offer as well as any sell-down of Equity Shares by Go Digit Infoworks Services Private Limited in a pre-IPO placement, and all such rights will stand deleted one day prior to the filing of the RHP. Such waivers and consents are effective until the earlier of: (a) termination by the mutual written consent of all parties; or (b) 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 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 Offer are received by the Company, or such other extended date as mutually agreed to between the parties in writing, or the Board decides not to undertake the Offer or the Offer is withdrawn.

Shareholders' agreement dated August 26, 2021 (the "RS SHA") executed by and amongst our Company, Go Digit Infoworks Services Private Limited and RS Filmcraft (OPC) Pvt. Ltd., as

amended by the waiver letter dated July 22, 2022 ("Waiver Letter") and letter dated April 19, 2024 ("Consent Letter")

Through the RS SHA, RS Filmcraft (OPC) Pvt. Ltd. invested ₹ 50.00 million in the Company, pursuant to which our Company has allotted 159,236 Equity Shares to them. Pursuant to this agreement, RS Filmcraft (OPC) Pvt. Ltd. has tag along rights. Further, the Company and Go Digit Infoworks Services Private Limited have a right of first offer, in case RS Filmcraft (OPC) Pvt. Ltd. desires to sell any or all of its shares in the Company. The RS SHA also provides for assignment of all shareholder rights of RS (including but not limited to voting rights), except for the right to receive dividend, to Go Digit Infoworks Services Private Limited (or its designee) in respect of its shares held/to be held in our Company, however, such assignment has not been undertaken as on date. This agreement will terminate upon listing of our Equity Shares of our Company, or at any time by the written consent of all the parties to this agreement.

In terms of the Waiver Letter read with the Consent Letter, RS Filmcraft (OPC) Pvt. Ltd. has waived its tag along rights, in connection with the Offer as well as any sell-down of Equity Shares by Go Digit Infoworks Services Private Limited in a pre-IPO placement, and all such rights will stand deleted one day prior to the filing of the RHP. Such waivers and consents are effective until the earlier of: (a) termination by the mutual written consent of all parties; or (b) 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 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 Offer are received by the Company, or such other extended date as mutually agreed to between the parties in writing, or the Board decides not to undertake the Offer or the Offer is withdrawn.

Shareholders' agreements dated January 24, 2020, February 25, 2021 and August 21, 2021 (collectively, the "KJ SHAs"), executed by and amongst our Company, Go Digit Infoworks Services Private Limited and Kapil Joshi, as amended by the waiver letter dated July 20, 2022 ("Waiver Letter") and letter dated April 13, 2024 ("Consent Letter")

Through the KJ SHAs, Kapil Joshi invested ₹ 5.09 million in the Company, pursuant to which our Company has allotted 37,808 Equity Shares to him. Pursuant to the shareholders' agreements dated January 24, 2020 and February 25, 2021, Kapil Joshi has a tag along right and certain pre-emptive rights. Further, Go Digit Infoworks Services Private Limited has a right of first offer, in case Kapil Joshi desires to sell any or all of his shares in the Company to any third party other than Go Digit Infoworks Services Private Limited or Kamesh Goyal. Additionally, in relation to the Offer, our Company must indemnify Kapil Joshi for any loss, claim, damage, cost or expense arising out of or relating to any misstatements and omissions of our Company in any registration statement, offering document, or preliminary offering document, to the maximum extent permitted under applicable laws ("Indemnity Clause"). This agreement will terminate upon listing of our Equity Shares of our Company, or at any time by the written consent of all the parties to this agreement.

In terms of the Waiver Letter read with the Consent Letter, Kapil Joshi has waived his tag along rights, pre-emptive rights and right under the Indemnity Clause, in connection with the Offer as well as any sell-down of Equity Shares by Go Digit Infoworks Services Private Limited in a pre-IPO placement, and all such rights will stand deleted one day prior to the filing of the RHP. Such waivers are effective until the earlier of: (a) termination by the mutual written consent of all parties; or (b) 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 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 Offer are received by the Company, or such other extended date as mutually agreed to between the parties in writing, or the Board decides not to undertake the Offer or the Offer is withdrawn.

Shareholders' agreement dated January 24, 2020 and August 23, 2021 (collectively, the "Cornerstone SHAs"), executed by and amongst our Company, Go Digit Infoworks Services Private Limited and Cornerstone Sport LLP ("Cornerstone"), as amended by the waiver letter dated July 18, 2022 ("Waiver Letter") and letter dated April 3, 2024 ("Consent Letter")

Through the Cornerstone SHAs, Cornerstone invested ₹ 14.49 million in the Company, pursuant to which our Company has allotted 147,640 Equity Shares to it. Pursuant to the shareholders' agreement dated

January 24, 2020, Cornerstone has a tag along right and certain pre-emptive rights. Further, Go Digit Infoworks Services Private Limited has a right of first offer, in case Cornerstone desires to sell any or all of its shares in the Company to any third party other than Go Digit Infoworks Services Private Limited or Kamesh Goyal. Additionally, in relation to the Offer, our Company must indemnify Cornerstone for any loss, claim, damage, cost or expense arising out of or relating to any misstatements and omissions of our Company in any registration statement, offering document, or preliminary offering document, to the maximum extent permitted under applicable laws ("Indemnity Clause"). This agreement will terminate upon listing of our Equity Shares of our Company, or at any time by the written consent of all the parties to this agreement.

In terms of the Waiver Letter read with the Consent Letter, Cornerstone has waived its tag along rights, pre-emptive rights and right under the Indemnity Clause, in connection with the Offer as well as any sell-down of Equity Shares by Go Digit Infoworks Services Private Limited in a pre-IPO placement, and all such rights will stand deleted one day prior to the filing of the RHP. Such waivers are effective until the earlier of: (a) termination by the mutual written consent of all parties; or (b) 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 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 Offer are received by the Company, or such other extended date as mutually agreed to between the parties in writing, or the Board decides not to undertake the Offer or the Offer is withdrawn.

Shareholders' agreement dated January 24, 2020, February 25, 2021 and August 23, 2021 (collectively, the "UBR SHAs") executed by and amongst our Company, Go Digit Infoworks Services Private Limited and UBR Capital Private Limited ("UBR Capital"), as amended by the waiver letter dated July 18, 2022 ("Waiver Letter") and letter dated April 12, 2024 ("Consent Letter")

Through the UBR SHAs, UBR Capital invested ₹ 15.29 million in the Company, pursuant to which our Company has allotted 152,100 Equity Shares to it. Pursuant to the shareholders' agreements dated January 24, 2020 and February 25, 2021, UBR Capital has a tag along right and certain pre-emptive rights. Further, Go Digit Infoworks Services Private Limited has a right of first offer, in case UBR Capital desires to sell any or all of its shares in the Company to any third party other than Go Digit Infoworks Services Private Limited or Kamesh Goyal. Additionally, in relation to the Offer, our Company must indemnify UBR Capital for any loss, claim, damage, cost or expense arising out of or relating to any misstatements and omissions of our Company in any registration statement, offering document, or preliminary offering document, to the maximum extent permitted under applicable laws ("Indemnity Clause"). This agreement will terminate upon listing of our Equity Shares of our Company, or at any time by the written consent of all the parties to this agreement.

In terms of the Waiver Letter read with the Consent Letter, UBR Capital has waived its tag along rights, pre-emptive rights and right under the Indemnity Clause, in connection with the Offer as well as any sell-down of Equity Shares by Go Digit Infoworks Services Private Limited in a pre-IPO placement, and all such rights will stand deleted one (1) day prior to the filing of the RHP with the MCA. Such waivers and consents are effective until the earlier of: (a) termination by the mutual written consent of all parties; or (b) 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 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 Offer are received by the Company, or such other extended date as mutually agreed to between the parties in writing, or the Board decides not to undertake the Offer or the Offer is withdrawn.

Shareholders' agreement dated August 26, 2021 ("DTVPL SHA"), executed by and amongst our Company, Go Digit Infoworks Services Private Limited and D'artist Talent Ventures Private Limited ("DTVPL"), as amended by the waiver letter dated July 28, 2022 ("Waiver Letter") and letter dated April 19, 2024 ("Consent Letter")

Through the DTVPL SHA, DTVPL invested ₹ 2.50 million in the Company, pursuant to which our Company has allotted 7,962 Equity Shares to it. Pursuant to this agreement, DTVPL has a tag along right. Further, the Company and Go Digit Infoworks Services Private Limited have a right of first offer, in case DTVPL desires to sell any or all of its shares in the Company. The DTVPL SHA also provides for assignment of all shareholder rights of DTVPL (including but not limited to voting rights), except for the right to receive dividend, to Go Digit Infoworks Services Private Limited (or its designee) in respect

of its shares held/to be held in our Company, however, such assignment has not been undertaken as on date. This agreement will terminate upon listing of our Equity Shares of our Company, or at any time by the written consent of all the parties to this agreement.

In terms of the Waiver Letter read with the Consent Letter, DTVPL has waived its tag along rights, in connection with the Offer as well as any sell-down of Equity Shares by Go Digit Infoworks Services Private Limited in a pre-IPO placement, and all such rights will stand deleted one day prior to the filing of the RHP. Such consents and waivers are effective until the earlier of: (a) termination by the mutual written consent of all parties; or (b) 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 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 Offer are received by the Company, or such other extended date as mutually agreed to between the parties in writing, or the Board decides not to undertake the Offer or the Offer is withdrawn.

N. INTEREST OF THE PROMOTER IN APPOINTMENT OF ANY INTERMEDIARIES IN THE OFFER-NIL

ANNEXURE K

LITIGATION INVOLVING THE PROMOTER

Other than as mentioned below, there are no litigation, civil (those civil cases considered material as per the materiality policy framed by the Board) or criminal prosecutions, or regulatory proceedings, whether in India or abroad or otherwise involving me or any company with which I am associated as promoter or director, whose outcome could have a material adverse effect on the financial position, operations or prospects of the Company:

1. Litigation involving criminal offences (by and against);
 - a) Bajaj Allianz General Insurance Company Limited's customer Rajesh Sehgal had his claim repudiated due to a pre-existing disease and aggrieved by this repudiation has filed a criminal complaint under Sections 420, 467, 468 and 471 of the Indian Penal Code against Bajaj Allianz General Insurance Company Limited ("BAGIC") and among others, our Promoter and Chairman, Kamesh Goyal. In relation to this criminal proceeding, Kamesh Goyal ("Applicant") has filed a criminal miscellaneous application in the Allahabad High Court under Section 482 of the Code of Criminal Procedure against the State of Uttar Pradesh, Rajesh Sehgal and others ("the Opposite Parties") to quash the private criminal complaint filed by Rajesh Sehgal alleging the offence of forgery under Section 420, 467, 468 and 471 the Indian Penal Code after the settlement of health claim filed by Rajesh Sehgal. The Allahabad High Court has granted a stay order to the Applicant in this regard. The matter is currently pending.
 - b) Mukesh Agarwal ("Complainant") filed a criminal complaint ("Complaint") against our Company, our Directors, our Company Secretary and Compliance Officer and our Chief Financial Officer, Surveyor, and one other employee of our Company before the Court of Additional Chief Judicial Magistrate at Siliguri ("Magistrate") under Sections 406, 468, 506 and 34 of the IPC. The Complainant had obtained a policy from our Company, for the purposes of insuring his shop room, and claimed that the said shop room was subjected to a fire and underwent certain damage. The Complainant raised a claim for compensation with our Company, and the extent of the damage was surveyed, inspected and assessed by a an IRDAI licensed surveyor ("Surveyor") on behalf of our Company. The Complainant was dissatisfied with the assessment by the Surveyor and hence filed the present Complaint before the Magistrate. The Magistrate, through order dated November 30, 2022, issued summons to our Company under Section 204 of the Code of Criminal Procedure, 1972, ("Order") for appearance. Aggrieved by the Order, our Company filed a petition before the High Court at Calcutta, Criminal Revisional Jurisdiction (Circuit Bench at Jalpaiguri) ("Calcutta High Court") to set aside the Order passed by the Magistrate. The Calcutta High Court has vide its order dated December 15, 2023 quashed the Complaint. The matter is currently pending before the Magistrate
2. Civil litigation (as per the materiality policy);

NIL
3. Litigation involving taxation claims (direct and indirect taxation inclusive of taxation matters as per the materiality policy);

NIL
4. All actions by statutory/regulatory authorities;

NIL
5. Disciplinary actions taken, including penalties imposed, by the SEBI or any stock exchanges, during the five immediately preceding years, including outstanding actions; NIL
6. Other pending litigation in accordance with the materiality policy and threshold determined by the board of directors of the Company pursuant to its materiality policy August 8, 2022 – NIL
7. Others

Mr Kamesh Goyal (PAN: AAEPG6252E) has received a demand notice of Rs 80,907 for Wealth Tax of AY 2015-16. The wealth tax payable as per the demand order is Rs 94,174 (without interest). This amount is paid by two challans Rs 75,614 (Date 31-Aug-2015) and Rs 19,859 (Date: 31-March-2016).

However, the ICICI Bank when uploading the details of challan of Rs 75,614 has inadvertently uploaded Assessment Year 2014-15 instead of Assessment Year 2015-16. Mr Kamesh Goyal has applied for correction of assessment year for the said challan on 19-Sep-2017 and on 20-June-2016, however due to technical issues at income tax department, they said the challan assessment year is not corrected till date.

Kamesh Goyal

ANNEXURE L

**OTHER FIRMS/VENTURES OF THE PROMOTER THAT ARE IN THE SAME LINE OF BUSINESS
AS THE COMPANY**

NIL

ANNEXURE M

Checklist for confirmation with the SEBI (Issuing Observations on Draft Offer Documents Pending Regulatory Actions) Order, 2020 dated February 5, 2020, as amended

Proposed initial public offering of equity shares (the “Equity Shares” and such offering, the “Offer”) of Go Digit General Insurance Limited (the “Company”)

Paragraph	Contents	Status
3.	Treatment where there is a probable cause for investigation or enquiry or when an investigation or enquiry is in progress against the entities.	
(1)	Where there is a probable cause for investigation, examination or enquiry against the entities, the observations on the draft offer document filed by the issuer with the Board shall be kept in abeyance for a period of thirty days after such probable cause arises or the date of filing of the draft offer document with the Board, whichever is later.	NA
(2)	Where the Board is unable to conclude such investigation, examination or enquiry against the entities due to the reasons beyond its control or due to the conduct of the parties other than the entities, the observations on the draft offer document shall be kept in abeyance for a further period of thirty days.	NA
(3)	Where the Board is unable to conclude such investigation, examination or enquiry against the entities due to the conduct of the entities, the observations on the draft offer document shall be kept in abeyance till the time such investigation, examination or enquiry is concluded.	NA
4.	Treatment where show cause notice has been issued.	NA
(1)	Where a show cause notice has been issued to the entities in an adjudication proceeding, the Board may process the draft offer document and issue observations and advise the entities to make necessary disclosures and statements in respect of such proceedings and the possible adverse impact of an order on the entities, in the offer document.	NA
(2)	Where a show cause notice has been issued in respect of proceedings under sub-section (4) of section 11 or section 11B(1), the Board shall keep in abeyance the issuance of observations for a period of ninety days from the date of filing of the draft offer document with the Board.	NA
(3)	Where the Board is unable to conclude the proceedings as referred to sub-clause (2) due to the reasons beyond its control or due to the conduct of the parties other than the entities, the observations on the draft offer document shall be kept in abeyance for a further period of forty five days.	NA
(4)	Where the Board is unable to conclude the proceedings as referred to sub-clause (2) due to the conduct of the entities, the observations on the draft offer document shall be kept in abeyance till the time such proceedings are concluded.	NA
(5)	Where no order is passed within the time period specified in clause (3), the Board may process the draft offer document and issue observations and advise the entities to make necessary disclosures and statements in respect of such proceedings and the possible adverse impact of an order on the entities, in the offer document.	NA
5.	Treatment where recovery proceedings have been initiated or an order for disgorgement or monetary penalty has not been complied with or in case of non-compliance with any direction issued by the Board. Where the Board has initiated proceedings for recovery against the entities or when an order for disgorgement or monetary penalty passed against the entities is not complied with or in case of non-compliance with any direction issued by the Board, the observations on the draft offer document filed by the issuer with the Board shall be kept in abeyance till such proceedings are concluded or until the directions are complied with.	NA
6.	Reconsideration of proceedings pursuant to remand by the Securities Appellate Tribunal or court.	NA

Paragraph	Contents	Status
	Where proceedings has been remanded by the Securities Appellate Tribunal or a court, the same shall in effect be treated as proceedings covered under this Order, and the Board may take appropriate action in respect of the draft offer document under the provisions of this general order, subject to any order passed by the Securities Appellate Tribunal or a court, as the case may be, while remanding the matter.	
7.	Issuance of observations when the issuer is restrained by a court from making a public issue or filing of offer document: Where the issuer has been restrained by a court or tribunal from making an issue of securities or from issuing offer document to the public, the Board may examine the offer document and issue its observations thereof with a qualification that said observations are issued in accordance with the regulatory powers conferred on the Board and that the public issue or issuance of the offer document to the public by the issuer shall be subject to the orders of such court or tribunal or authority.	NA