



हरियाणा HARYANA

M 66377

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (the "Agreement") is entered into as of 25th November, 2013 ("Effective Date") between:

Dr. Naresh Trehan, of B-4, Maharani Bagh, New Delhi - 110065 ("Licensor", which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include Dr. Naresh Trehan's heirs, successors and permitted assigns); and

Global Health Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at E-18, Defence Colony, New Delhi - 110024 ("Licensee", which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns).

(The Licensor and the Licensee are referred to individually as a "Party" and collectively as the "Parties")

RECITALS

- A. Licensor is the exclusive owner of and has the right to grant a license in respect of the Licensed Trademarks (as such term is defined hereinbelow).



B. Licensors has permitted Licensee to use the Licensed Trademarks in relation to its Business (as such term is defined hereinbelow) since Licensee's incorporation and entered into a Licence Agreement on January 31, 2011 to record that arrangement in writing ("Initial Trademark Licence").

C. Licensors and Licensee now wish to terminate the Initial Trade Mark Licence and to replace it with this Agreement.

NOW, THEREFORE, in consideration of the above recitals, of the following terms and conditions, and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

In addition to other terms defined in this Agreement, the following terms will have the meanings defined in this Section 1.

"**Business**" means (i) establishing, owning and managing hospitals to provide healthcare, pathology and/or other medical services; and/or (ii) conducting research and development activities related to drugs, surgery and medical devices and equipments (including 'proof of concept' clinical research trials)

"**Business Days**" shall mean a day (excluding Saturdays, Sundays and public holidays) on which banks in New Delhi, India are open for normal banking business.

"**Domain Name**" means the URL address for the Local Website containing the Licensed Trademarks (or any of them) including without limitation the URL address www.medanta.org.

"**Local Website**" means the website(s) that Licensee is currently operating or may in the future maintain in connection with the Business, on the world wide web and, includes without limitation the website operated at the URL address www.medanta.org.

"**Losses**" means all liability, losses, damages, claims, demands, actions, judgments, fines, costs, reasonable attorneys fees, disbursements and expenses. Losses excludes Special Damages.

"**Special Damages**" means lost profits, incidental damages, loss of investment and goodwill, other indirect damages, and punitive, exemplary and special damages.

"**Territory**" means the Republic of India.

"**Licensed Trademarks**" means the wordmarks "MEDANTA" and "MEDANTA - THE MEDCITY".



2. **TERM**

Unless terminated earlier in accordance with Section 9 hereof, the term of this Agreement shall commence on the Effective Date, and shall continue thereafter for nine (9) years (the "Term").

3. **THE LICENSE**

3.1 Grant of License. Licensor hereby grants to Licensee anon-exclusive right and license, with the right to sublicense, (the "License") to: (a) its subsidiaries to use the Licensed Trademarks in connection with the Business in the Territory; and (b) use the Licensed Trademarks to develop, operate and maintain any Local Website and as part of any Domain Name, for the whole of the Term.

3.2 Warranty. Licensor represents and warrants that:

- (a) Licensor is the exclusive owner of all Licensed Trademarks and the Licensor has all necessary rights, title and authority to grant the License to Licensee;
- (b) Licensee's use of any Licensed Trademarks does not and shall not in the future infringe the intellectual property rights or any other rights, of any other person; and
- (c) the Licensor has not done any act or thing or omitted to do any act or thing, and shall not do any act or thing or omit to do any act or thing, which may in any manner restrict or otherwise adversely affect the rights granted to Licensee under this Agreement.

3.3 Permitted Use of Licensed Trademarks.

- (a) The Licensed Trademarks shall be used in the form and appearance set out in Schedule I, and the Licensee is not permitted to alter the original colour, shape, font size, formatting style, the horizontal – vertical ratio (as set out in Schedule I). The Licensee, shall not, without the prior written consent of the Licensor, make any changes to the Licensed Trademarks, other than changes in respect of scale of the Licensed Trademarks;
- (b) The Licensee will not use any name, logo, trade or service marks which are similar to or capable of being confused with the Licensed Trademarks;
- (c) The Licensee shall ensure that all signage/publicity material of the Licensee containing the Licensed Trademarks bears the following legend in English or in the local language of the jurisdiction where such Licensed Trademark is used in print media/electronic form of advertisement/hoardings:

"MEDANTA/MEDCITY /MEDANTA – THE MEDCITY (as the case may



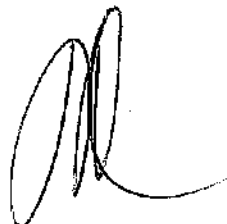
be)are /is the trademark(s) of Dr. Naresh Trehan and are being used under a license from Dr. Naresh Trehan.”

- (d) The Licensee shall ensure that whilst using the Licensed Trademarks as part of its name, if the Licensee so desires, it shall not carry on any activity other than the Business, except with the prior written consent of the Licensor.

3.4 Third Party Infringement. The Licensor undertakes and agrees to take appropriate action against third party infringement of the Licensed Trademarks at the Licensor's discretion. The Licensee shall be solely responsible for all of the attorneys' fees associated with such action and any of the costs which may be imposed in such action. Licensee shall render to Licensor all reasonable assistance in connection with any matter pertaining to the protection of the Licensed Trademarks in the Territory, including furnishing documents, records, files and other information, making available its employees, executing all necessary documents and consents to be joined as a party to any legal proceedings as Licensor may reasonably request, all costs and expenses for which, including without limitation costs or other payment of monies ordered against the Licensee in any such proceedings, shall be borne by the Licensee exclusively.

3.5 Licensee's Undertakings.

- (a) The Licensee shall not assert or claim any right title or interest in or to the Licensed Trademarks adverse to that of the Licensor and shall not do anything which may damage the Licensor's interest or reputation in the Licensed Trademarks.
- (b) The Licensee shall not take advantage of any legal possibility to acquire rights of its own in or to the Licensed Trademarks or any variation thereof capable of causing deception or confusion therewith and hereby irrevocably and unconditionally renounces any such rights.
- (c) The Licensee shall not make any fresh application for the registration of any other trade mark or service mark which consists of or includes the Licensed Trademarks or any similar marks.
- (d) The Licensee shall, upon it becoming aware, notify the Licensor in writing of any use by any other person of a trademark or trade name which in the Licensee's reasonable opinion, is an infringement or threatened infringement or passing off of the Licensed Trademarks.
- (e) In case the Licensee becomes aware of any infringement or threatened infringement of the Licensed Trademarks as aforesaid, it shall promptly take all necessary action as specified in Section 10 herein, at the Licensor's cost. In the event, as per Section 10 herein the Licensee initiates any legal proceedings, the Licensor shall extend to the Licensee all co-operation in any such action, at the Licensee's cost. The Licensee acknowledges and agrees that the Licensor shall



have the right to take suo-motu cognizance of any infringement or threatened infringement of the Licensed Trademarks and that the Licensor shall in such event be obliged to initiate prompt legal proceedings, or take such other action as may be necessary to protect the Licensed Trademarks, at its own cost and in the failure of which, the Licensee shall have the right to take such action as may be required to protect the Licensed Trademarks with any and all support and co-operation to be extended by the Licensor in this regard.

- (f) The Licensee acknowledges and recognizes that the Licensed Trademarks is of substantial significance and value to the Licensor and that the Licensed Trademarks has acquired valuable secondary meaning, value and goodwill. The Parties hereby agree that the Licensee shall not have any claim on any goodwill generated either by virtue of this Agreement or by the use of the Licensed Trademarks.
- (g) The Parties agree that the grant of the License does not give the Licensee the right to object to any applications by the Licensor for registration of the Licensed Trademarks in the Territory. Further the Licensee agrees that upon being requested by the Licensor, the Licensee shall provide all reasonable assistance to the Licensor for such registration, at the expense of the Licensor.

4. FEES

- 4.1 In consideration of the License and rights granted to Licensee, the Licensee shall pay to Licensor a one-time fee of Rs. 100/-.
- 4.2 All payments hereunder are inclusive of withholding income-tax and all other taxes, duties and levies, as may be applicable.

5. QUALITY CONTROL

- 5.1 Licensee understands and acknowledges that it is important to maintain high and uniform operating standards and to protect the reputation and goodwill of the Licensed Trademarks. Therefore, Licensee shall:
 - (a) use the Licensed Trademarks only as authorized by this Agreement; and
 - (b) comply with and adhere, in all material respects, with the quality standards.

6. CONFIDENTIAL INFORMATION

- 6.1 Except as otherwise provided in Section 6.2 of this Agreement, the Parties agree that they will hold in confidence, the terms and conditions of this Agreement and all information, documentation, etc. which are disclosed by the other Party ("Disclosing Party") during the course of this Agreement ("Confidential Information") and will not disclose to any third party or use Confidential Information or any part thereof without the Disclosing



Party's prior written consent. The Parties shall ensure that their agents and employees are also bound by the obligations hereunder.

6.2 Section 6.1 does not apply to:

- (i) information that is or becomes publicly available (other than as a result of a breach or act of the receiving Party);
- (ii) information that was lawfully in the possession of the Party free of any restriction on disclosure as on the date of such disclosure;
- (iii) information that following disclosure under Agreement becomes available to the Party from a source that is not bound by any obligation of confidentiality in relation to such information;
- (iv) the disclosure of information under applicable law provided that the Party has (a) first notified the disclosing Party of the obligation and also taken reasonable steps to obtain a protective order; (b) disclosure made is only to the extent required to be disclosed under applicable law;
- (v) the disclosure to Parties' professional advisers of information reasonably required for purposes relating to this Agreement;
- (vi) subject to appropriate confidentiality undertakings, disclosure to lenders, investors (including potential lenders or investors) or ratings agencies.

7. **RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION**

7.1 Independent Contractors. Licensor and Licensee are independent contractors. This Agreement does not create a fiduciary relationship between Licensor and Licensee, and nothing in this Agreement is intended to make or shall make Licensee a general or special agent, legal representative, joint venturer, partner, employee or servant of Licensor.

7.2 Indemnification

- (a) Indemnification from third party claims. The Licensor hereby undertakes to indemnify, defend, protect and hold harmless the Licensee (together with its officers and agents) from and against all Losses incurred in respect of, arising out of or resulting from any third party claims alleging infringement of the Licensed Trademarks within the Territory during the Term.
- (b) Indemnification against misrepresentation. Each Party hereby agrees to indemnify, defend and hold harmless the other Party (together with its officers and agents) from and against any Losses that the other Party incurs or suffers or arising directly out of or in connection with any breach or inaccuracy of the respective representations and warranties of the Parties, as the case may be.



- (c) Indemnification against unauthorized use. The Licensee shall indemnify and at all times, save, protect and hold harmless the Licensor (together with its officers and agents) against any Losses incurred or suffered by the Licensor arising from or relating to the Licensee's use of the Licensed Trademarks otherwise than in accordance with this Agreement.

8. ASSIGNMENT AND TRANSFER

- 8.1 The Licensee shall not assign or transfer any part or all of its interest in this Agreement, without the prior written consent of the Licensor. In the event that permission is granted by the Licensor, the Licensee shall ensure that an undertaking in writing is obtained from the prospective assignee to comply with the terms and conditions of this Agreement and to assume the obligations of the Licensee hereunder. Additionally, notwithstanding any assignment or transfer of the License in the Licensed Trademarks (or any of them), the Licensee shall be jointly and severally liable to the Licensor, under this Agreement, for all acts/omissions of the Licensee and the assignee.
- 8.2 The Licensor shall ensure that prior to any transfer of the Licensed Trademarks (or any of them) to any person, an undertaking in writing is obtained from the prospective assignee to comply with the terms and conditions of this Agreement and to assume the obligations of the Licensor hereunder. Additionally, notwithstanding any assignment or transfer of the Licensed Trademarks (or any of them) the Licensor shall be jointly and severally liable to the Licensee, under this Agreement, for all acts/omissions of the Licensor and the assignee.

As used in this Section 8, the term "transfer" means any voluntary, involuntary, direct or indirect assignment, sale, issuance, gift or other transfer.

9. TERMINATION & EFFECT OF TERMINATION

- 9.1 Licensor may terminate this Agreement by providing a 15 (fifteen days written notice to Licensee if Licensee is in material breach of its obligations under this Agreement, irrespective of whether or not the breach is capable of remedy provided that Licensor shall not terminate this Agreement under this Section 9 unless Licensee has, following written notice by Licensor, failed to remedy breach of this Agreement within the notice period. Licensor shall not be entitled to claim a breach of the terms of this Agreement in respect of any act or omission of Licensee that occurs after the Effective Date and is a continuation of or the same act or omission carried out prior to the Effective Date. Any permitted sub-license/transfer/assignment shall be co-terminus with this Agreement and shall automatically cease to operate on termination of this Agreement.
- 9.2 On the termination of this Agreement per Clause 9.1, the Licensee shall promptly and in any event no later than 90 (Ninety) days from the date of termination:
- (a) cease using the Licensed Trademarks in any manner, form, or style, language,



script, or alphabet;

- (b) cease using or employing any name, words, or devices similar in appearance, sound, or meaning, to the Licensed Trademarks, whether or not such use is intended to deceive;
- (c) return to the Licensor all documents/ materials on which the Licensed Trademarks appears or at the option of the Licensor destroy all such materials and certify such destruction supported by a certificate issued by the Licensee's authorized representative;
- (d) make all arrangements and take all steps requisite or necessary under applicable law to effect the foregoing.

10. NOTIFICATION OF INFRINGEMENTS

The Licensee shall, as soon as possible, but in any event not later than 3 Business Days of it becoming aware:

- (a) notify the Licensor of any suspected infringement, imitation, passing off, unauthorised or illegal use of the Licensed Trademarks. Such notification shall be in writing and shall provide details of such infringement/threatened infringements together with information relating to the identity of the person engaging in such wrongful use (where the Licensee is aware of such identity); and
- (b) take such reasonable action as the Licensor may direct, in relation to such infringement before any court, administrative agency, or other forum as may be required.

11. ADVERTISING AND PROMOTION

ALL ADVERTISING BY THE LICENSEE OF THE LICENSED TRADEMARKS SHALL BE DESIGNED AND BOOKED BY AN ADVERTISING AGENCY SELECTED BY LICENSEE WITH PRIOR INTIMATION TO THE LICENSOR.

12. GENERAL PROVISIONS

- 12.1 Severability and Substitution of Valid Provisions. Each section, paragraph, term and provision of this Agreement, and any portion thereof, to the extent permitted by applicable law, shall be considered severable. If any provision of this Agreement is deemed unenforceable due to its scope, a provision containing the maximum enforceable scope permitted by applicable law shall be substituted therefor.
- 12.2 Waiver of Obligations. No waiver by either Party of any covenant, condition or breach of any covenant of this Agreement to be kept or performed by the other Party shall be



construed as a waiver by the waiving party of any subsequent breach of such covenant or condition or authorize the breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement.

12.3 Governing Law and Arbitration.

- (a) This Agreement shall be governed by and construed in accordance with the laws of India and the courts of New Delhi, India shall have exclusive jurisdiction in respect of all disputes arising out of, or relating to, this Agreement.
- (b) Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. Notwithstanding the foregoing, any Party shall be entitled to apply, pending arbitration to any court of competent jurisdiction for injunctive relief/protective order, to restrain any actual or threatened conduct in relation to this Agreement or the subject matter of the dispute. The number of arbitrators shall be three. One arbitrator each will be nominated for appointment by Licensor and Licensee and the two arbitrators so appointed will select the third arbitrator who will also be the chairman of the arbitral tribunal. The seat, or legal place, of arbitration shall be New Delhi. The language to be used in the arbitral proceedings, including language of any documents used in those proceedings, shall be English. The arbitrators, must state the reasons for their decisions in writing, shall be bound by strict rules of law in making their decisions, and shall not be entitled to render a decision ex aequo et bono. The arbitral award shall be final, binding and enforceable against the Parties, and judgment thereon may be entered in any court of competent jurisdiction.

12.4 Binding Effect. This Agreement is binding upon the Parties and their respective executors, permitted assigns and successors in interest. This Agreement shall not be modified except by written agreement signed by duly authorized representatives of Licensor and Licensee.

12.5 Construction. The headings of the sections and paragraphs of this Agreement are for convenience only and do not limit the contents of such sections or paragraphs. Words of any gender or number herein shall include any other gender or number where the context so requires. The words "include" or "including" shall indicate examples of the general statement to which they refer and not a limitation of that statement.

12.6 Notices. All written notices, demands or other communications required or permitted to be sent or delivered by the provisions of this Agreement shall be made in writing and shall be deemed delivered at the time delivered by hand, one business day after sending by telecopy (with a confirming copy sent by mail) or two business days after being deposited with an internationally recognized commercial overnight delivery service with a delivery receipt. Notices shall be addressed to the Party to be notified at its most current business address or telecopy number of which the notifying Party has been notified.



to Licensor: Dr. Naresh Trehan
B-4, Maharani Bagh,
New Delhi - 110065

to Licensee: Global Health Private Limited
E-18, Defence Colony,
New Delhi - 110024
Fax/Telecopy: 011-4834111
Attention: Ms. Sarita Sachdev, Company Secretary

Alternatively to - Mr. Pranab Kumar Bal, Associate Vice President -
Finance and Accounts

Any notice, demand or payment which is due on a date which is a national holiday in the Territory shall be deemed due on the next succeeding business day.

- 12.7. Entire Agreement. The recitals and Schedules to this Agreement are a part of this Agreement. This Agreement constitutes the entire agreement between the Parties and supersede any and all prior agreements, including the Initial Trade Mark Licence, or understandings between the Parties, whether oral or written. There are no other oral or written understandings, representations or agreements between the Parties relating to the subject matter of this Agreement.
- 12.8. Releases. Each of the Licensor and Licensee confirms to the other that as on the Effective Date neither Party has any causes of action, claims, suits, demands etc. against the other Party in relation to the use or registration of trade marks including without limitation the Licensed Trademarks. Without prejudice to the foregoing the Licensor hereby irrevocably and unconditionally release, acquit, and discharge the Licensee, and all its past or present divisions, affiliates, shareholders, parents, subsidiaries, officers, directors, trustees, employees, agents, representatives, attorneys, insurers, fiduciaries, predecessors, heirs, executors, administrators, successors, and assigns, in their individual or representative capacities, to the fullest extent permitted by law, from and against any and all causes of action, claims, suits, debts, liens, damages, judgments, liabilities, demands, expenses (including attorneys' fees and costs), and other liabilities of every kind and nature whatsoever, whether known or unknown, direct or indirect, and of any kind, nature, or description whatsoever, under any local, state or central (federal), statutory, regulatory, common law, or other law, whether at law or in equity, in each case, that it has as on the Effective Date or may have had prior to the Effective Date, in all countries, territories, and jurisdictions worldwide relating to the Initial Trade Mark License and use of trade marks including the Licensed Trademarks (or any of them) by either the Licensee or its affiliates, subsidiaries, divisions etc. (collectively "Released Claims"), and from any direct, consequential, compensatory, exemplary, liquidated, or unliquidated damages, and any and all other damages or liabilities of any kind arising therefrom.



12.9 Costs. Each of the Parties will bear its own costs and expenses, namely fees and expenses of legal counsel, accountants, brokers, consultants and other representatives used or hired in connection with the negotiation and preparation of this Agreement and any subsequent documents and consummation of the transactions contemplated hereby.

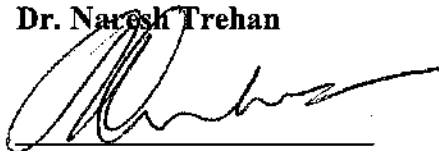
12.10 Modification. Any modification or amendment of this Agreement and waiver of any of the terms or conditions hereof shall not be binding, on the Parties, unless made in writing duly executed by both the Parties.

12.11 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12.12 Renewal. This Agreement shall be renewed at the sole discretion of the Licensor.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement on the date first above written.

Dr. Naresh Trehan

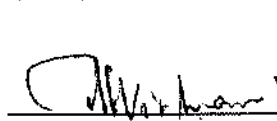


By:

Name: DR. NARESH TREHAN

Title: CHAIRMAN (A) MANAGING DIRECTOR

Global Health Private Limited




By:

Name: ANIL VIRMANI


Title: PRESIDENT (A) CHIEF FINANCE OFFICER

In the presence of:



Name: SATISH MISHRA
K-II/353, SANHAM VIHAR
NEW DELHI-110062

In the presence of:



Name: VISHAL KUMRA
H.NO. 641, MAYUR VIHAR PHASE-I
DELHI-110091

SCHEDULE I

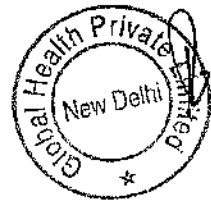
Licensed Trademarks-Form and Style

[attached]



A handwritten signature or set of initials, possibly "R", written in black ink.

MEDANTHA - THE MEDICITY



MEDANTA



MEDANTA



Mediveda



DR. NARESH TREHAN



MEDANTA- THE MEDICITY



Medveda



INDIA NON JUDICIAL

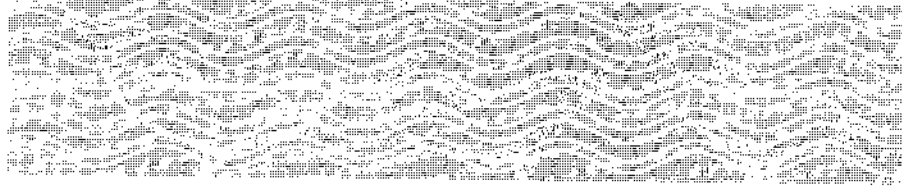
Government of National Capital Territory of Delhi



सत्यमेव जयते

e-Stamp

Certificate No. : IN-DL12738654732830T
Certificate Issued Date : 19-Aug-2021, 05:34 PM
Account Reference : IMPACC (IV) / dl834903 / DELHI / DL-DLH
Unique Doc. Reference : SUBIN:DLDL83490322449600163068T
Purchased by : GLOBAL HEALTH LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : GLOBAL HEALTH LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : GLOBAL HEALTH LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line.

AMENDMENT AGREEMENT TO THE TRADEMARK LICENSE AGREEMENT

This Amendment Agreement ("Amendment Agreement") to the Trademark License Agreement dated November 25, 2013 is entered on this 18th day of September, 2021, by and between:

Dr. Naresh Trehan, resident of B-4, Maharani Bagh, New Delhi- 110065 ("Licensor", which expression shall unless repugnant to the context or meaning thereof shall deemed to mean and include Dr. Naresh Trehan's heirs, successors and permitted assigns); and

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Global Health Limited, a company incorporated under the Companies Act, 1956 having its registered office at E-18, Defence Colony, New Delhi- 110024 ("Licensee", which expression shall unless repugnant to the context or meaning thereof shall deemed to mean and include its successors and permitted assigns).

"Licensor" and "Licensee" are hereinafter collectively referred to as the "Parties" and individually as the "Party", as the case may be.

Capitalized terms, not defined in this Amendment Agreement, shall derive their meaning from the License Agreement where applicable.

WHEREAS

- A. The Parties executed a Trademark License Agreement dated November 25, 2013 ("License Agreement") whereby the Licensor granted a non-exclusive license to the Licensee to use the Licensed Trademarks in relation to the Business for the Term;
- B. Pursuant to mutual discussions between the Parties, and pursuant to the Licensor's written declaration dated May 13, 2017 to the board of directors of the Licensee, it has been *inter alia* agreed between the Parties that the Licensor shall grant an *exclusive*, sub-licensable (to the Licensee's Subsidiaries) and irrevocable license to the Licensee of the "Licensed Trademarks" in *perpetuity* in relation to the Business subject to the terms herein.
- C. Parties are executing this Amendment Agreement to record their revised understanding and to amend certain provisions of the License Agreement.

NOW, THEREFORE, THIS AMENDMENT AGREEMENT WITNESSETH AS UNDER:

1. Section 2 of the License Agreement shall be amended to read as follows, whereby the grant of the license shall be amended to reflect a perpetual term:

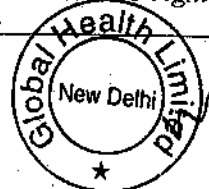
2. **TERM**

Unless terminated earlier in accordance with Section 9 hereof, the term of the Agreement shall commence on the Effective Date, and shall continue thereafter in perpetuity (the "Term").

2. Sub-Section 3.1 of Section 3 will be amended to read as follows, whereby, *inter alia*, the non-exclusive license shall be amended and restated as follows:

3.1 Grant of License. Subject to the terms of this Agreement, Licensor hereby grants to the Licensee an exclusive, perpetual, royalty free, sub-licensable (to the Licensee's Subsidiaries) irrevocable right and license (the "License") to:

- (a) *use the Licensed Trademarks in connection with the Business in the Territory;*
- (b) *use, (and to seek the registration of) the Licensed Trademarks (and such other mutually agreed marks) in conjunction with the device mark of the red and grey cross and/or the word Medicity in connection with the Business in the Territory, in each instance, subject to the prior written consent of the Licensor ;*
- (c) *use the Licensed Trademarks in conjunction with the device mark of the red and grey cross to develop, operate and/or maintain any Local Website and as a part of the Domain Name, for the whole of the Term. The Licensee shall have the sole right to*



adopt or use any other word or logo (including in future marks used or adopted by the Licensee or its Affiliates) in conjunction with the Licensed Trademarks in the Territory, in each instance subject to the written mutual agreement of the Parties;

- (d) It is agreed that the device mark red and grey cross and the word 'MEDICITY' are not licensed herein and have been adopted by the Licensee at its discretion. It is hereby clarified that the Licensee shall, at its own discretion, be at liberty to apply for the requisite trademark for such usage of the device mark red and grey cross and the word MEDICITY.

For the sake of clarity,

- (i) the availability of the Local Website containing the Licensed Trademarks outside the Territory shall not be deemed a breach by the Licensee.
(ii) the term "Subsidiary(ies)" shall have the meaning assigned to it under the Companies Act, 2013.

3. The definition of the term "Licensed Trademarks" will be amended to read as follows:

"Licensed Trademarks" means the trademarks as set out in Exhibit 1 to this Agreement in relation to the goods and services set out therein to the extent it relates to the Business".

Exhibit 1 of this Amendment Agreement referred to in the definition of the "Licensed Trademarks" above, shall replace Exhibit 1 to the Trademark License Agreement.

4. Sub-Sections 3.3 (b) and (c) of Section 3 will be amended to read as follows:

3.3 Permitted Use of Licensed Trademarks

(a)...

(b)...The Licensee will not use any trade or service marks which are similar to or capable of being confused with the Licensed Trademarks. The Licensee shall however, have the right to adopt or use any other word or logo in conjunction with the Licensed Trademarks in the Territory solely in relation to the Business, in each instance subject to the mutual written agreement of the Parties;

(c) The Licensee shall ensure that all signage/publicity material of the Licensee containing the Licensed Trademarks bears the following legend in English or in local language of the jurisdiction where such Licensed Trademark is used in print, media/electronic form of advertisement/hoardings:

"Medanta, Medanta-The Medicity, Medanta Lucknow, Medanta- The Medicity Lucknow, Medanta Uttar Pradesh, Medanta-The Medicity Uttar Pradesh, Medanta Awadh, Medanta- The Medicity Awadh, Medanta Mediclinic, Medantha and Medantha -The Medicity (as the case may be) are/is the trademark(s) of Dr. Naresh Trehan and are being used under a license from Dr. Naresh Trehan"

5. Sub-Sections 3.5(c) and 3.5(f) of Section 3 will be amended and restated to read as follows:

3.5 Licensee's Undertakings.

(a)...

(b)...



- (c) *Any fresh application for the registration of any other trade mark or service mark which consists of or includes the Licensed Trademarks or any similar marks shall be made by the Licensee only subject to the written mutual agreement of the Parties and prior approval of the Licensee's Board;*
6. Parties acknowledge that the Licensor shall continue to be the sole and exclusive owner of the Licensed Trademarks and subject to the restrictions in Clause 8 below, nothing in the License Agreement including this Amendment Agreement shall, in any manner, affect or prejudice the ownership, proprietorship of the Licensor in and to the Licensed Trademarks.
7. Parties agree to the following:
- 7.1 Licensor shall not use the red and grey cross depicted in the device/ logo mark "Medanta - The Medicity" independently of the Licensee/its Affiliates.
- 7.2 Licensor shall not apply, use (or permit the application for, or use by, any other person or entity) the word mark "Medanta", "Medantha" and "Medanta - The Medicity" and "Medantha-The Medicity" independently of the Licensee, in connection with the Business of the Licensee and/or the business of its Affiliates in the Territory, provided that notwithstanding anything to the contrary herein, it is agreed that nothing in this Amendment Agreement shall restrict the Licensor from (a) using the word marks "Medanta", "Medantha", "Medantha-The Medicity" and "Medanta - The Medicity" for any charitable or philanthropic purposes including but not limited to establishing, owning and/or managing a charitable or a philanthropic hospital up to a maximum of 3 hospitals and/or a charitable or philanthropic medical research and education institution ; and/or (b) using or registering the word marks "Medanta", "Medantha", "Medanta - The Medicity" and "Medantha - The Medicity" in relation to any activity which is not related to the Business.
- 7.3 Nothing in this Agreement shall limit or restrict the Licensor's right to use the Licensed Trademarks independently of the Licensee save and except the restrictions set out in Clauses 7.1 and 7.2 above.
- 7.4 Licensee acknowledges that the Licensor is the owner/proprietor of the word marks "Medanta", "Medanta - The Medicity", "Medantha" and "Medantha- The Medicity", and the Licensee's right to use the word marks "Medanta", "Medanta - The Medicity" and "Medanta- The Medicinic" as part of the registration nos 1803331 and 2098279 is subject to the terms of the License Agreement and this Amendment Agreement. Licensor acknowledges that, without prejudice and subject to Licensor's ownership of the word marks "Medanta" and "Medanta- The Medicity" and "Medanta - The Medicinic" and subject to the license of the foregoing word marks to the Licensee in accordance with the terms of the License Agreement and this Amendment Agreement, the Licensee has the exclusive ownership rights to the marks "Medanta - The Medicity" in conjunction with the device of red and grey cross under the registration no. 1803331 and "Medanta - The Medicinic" in conjunction with the device of red and grey cross under the registration no. 2098279 in relation to the goods and services falling in classes 5, 10, 16, 39, 42, 43 and 44 related to the Business.
- 7.5 Save as set out in this Clause 7, the Licensor confirms that it will not in the future, apply, use or permit the use of, by any person / entity other than the Licensee, the word marks "Medanta", "Medanta - The Medicity", "Medantha" or "Medantha- The Medicity" in relation to the Business of the Licensee and its affiliates and/or apply to register any marks comprising "Medanta", "Medanta - The Medicity", "Medantha"



and/or "Medantha- The Medicity" in relation to classes 5, 10, 16, 39, 42, 43 and 44 to the extent the goods and/or services under such classes of goods and services relate to the Business.

For the purpose of this Amendment Agreement, 'Affiliate' shall mean, in relation to any person, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with such Party. "Control" as applied to any Person, shall mean the possession, directly or indirectly, of the power or ability to direct or cause the direction of the management or policies of that Person whether through ownership of voting securities, by Contract or otherwise; provided that in all events, either of: (i) the direct or indirect ownership of more than 50% of the paid-up and issued voting share capital of a Person; (ii) the ability to vote in respect of more than 50% of the paid up and issued voting share capital of a Person; and (iii) the right to appoint a majority of the directors on the board of directors of a Person, shall be deemed to constitute control of such Person (the terms "Controlled" and "Controlling" shall have correlative meanings.

- 7.6 The Parties further agree that upon execution of this Amendment Agreement, the aforesaid Clauses 7.1 to 7.5 shall be construed to have been incorporated into the License Agreement by reference, and be read as a part of the License Agreement.
8. Without prejudice to the rights of the Licensor in the Licensed Trademarks, based on mutual agreement, within [90] days of the execution of this Amendment Agreement, the Licensor agrees to file the request along with necessary applications/ documents before the Trade Mark Registry to withdraw (i) Registration No. 2842654 for "Medanta- The Medicity" in conjunction with the device of red and grey cross, (ii) Registration No. 2842656 for "Medanta- Mediclinic" in conjunction with the device of red and grey cross and (iii) Registration No. 2826391 for word mark "Medanta Awadh"; (iv) Registration Application No. 2842655 for Medanta Mediconsult in conjunction with device of red and grey cross; (v) Registration No. 2893466 for Medanta Indore in conjunction with device of red and grey cross; registered with the Registrar of Trademarks under the Trademarks Act, 1999 as more particularly listed in Exhibit 2 ("Licensor's Withdrawal Marks").
9. The Licensee agrees, within [90] days of the execution of this Amendment Agreement, to file the request along with necessary applications/ documents before the Trade Mark Registry to (i) withdraw/cancel its Registration No. 2098284 for word mark "Medanta Mediclinic", registered with the Registrar of Trademarks under the Trademarks Act, 1999 (ii) file a request along with necessary application/documents before the Trade Marks Registry to revive the Application No. 2405490 for "Medanta Mediconsult" in conjunction with device of red and grey cross pending with the Registrar of Trademarks under the Trademarks Act, 1999; and (iii) file a fresh trademark application for registration of the mark MEDANTA INDORE (logo and device) in multi class 5,10,16,39,42 & 44 under the Trademarks Act, 1999 in the name of the Licensee as more particularly listed in Exhibit 3 ("Licensee's Actions").
10. The Parties agree and acknowledge that they do not have claims against each other in respect of the matters connected with this Amendment Agreement.
11. The Parties agree and acknowledge that, from time to time and for no additional consideration, the Licensor hereby agrees to execute all appropriate requests, forms, deeds and documents and provide all necessary assistance to the Licensee as may be required to give effect to the provisions of this Amendment Agreement. It is agreed and acknowledged by the Licensee that reservation, objection and/or refusal by the Registrar of Trademarks shall not be deemed a breach of the Licensor of the terms of this Amendment Agreement or any commitment made by the Licensor at any stage whatsoever to the Licensee or its board of directors.




12. All capitalized terms used but not defined herein shall have the meaning as set out in the License Agreement.
13. Save as expressly modified in this License Agreement, Sections 1, 10 and 12 of the License Agreement shall apply to this Amendment Agreement mutatis mutandis. All other provisions of the License Agreement not amended by this Amendment Agreement shall continue to be applicable and in force.
14. It is hereby agreed that in the event of a conflict between the terms of this Amendment Agreement and the terms of the License Agreement or any previous communications, letters or understanding, the terms of this Amendment Agreement shall prevail to the extent of such conflict.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT AGREEMENT TO BE EXECUTED THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED)

by the within "Licensor")

DR. NARESH TREHAN)

through its authorized signatory )

_____)

in the presence of:)

SIGNED AND DELIVERED)

by the within "Licensee")

GLOBAL HEALTH LIMITED)

through its Authorised Signatory)

)

in the presence of:)



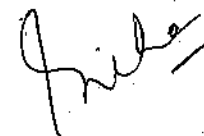
WITNESS 

Exhibit 1
Description of Licensed Trademarks

Sr. No.	Mark	Registration No.	Goods/Services
1.	MEDANTA (wordmark)	Registration No. 1643770	CLASSES: 5, 10, 39, 42
2.	MEDANTA- THE MEDICITY (wordmark)	Registration No. 1643768	CLASSES: 5, 10, 39, 42
3.	Medanta Lucknow (wordmark)	Registration No. 2842658	CLASSES: 5, 10, 16, 39, 42, 44
4.	Medanta – The Medicity Lucknow (wordmark)	Registration No. 2842659	CLASSES: 5, 10, 16, 39, 42, 44
5.	Medanta- Uttar Pradesh (wordmark)	Registration No. 2842660	CLASSES: 5, 10, 16, 39, 42, 44
6.	Medanta Awadh (wordmark)	Registration No. 2841955	CLASSES: 5, 10, 16, 39, 42, 44
7.	Medanta- The Medicity Awadh (wordmark)	Registration No. 2841954	CLASSES: 5, 10, 16, 39, 42, 44
8.	Medanta - The Medicity UP (wordmark)	Registration No. 2842661	CLASSES: 5, 10, 16, 39, 42, 44
9.	Medantha-The Medicity (word mark)	Registration No. 1643767	CLASSES: 05, 10, 39 & 42
10.	Medantha (word mark)	Registration No. 1643769	CLASSES: 05, 10, 39 & 42
11.	Medanta – Mediclinic (Word mark)	Registration No. 2842657	CLASSES: 05, 10, 16, 39, 42 & 44

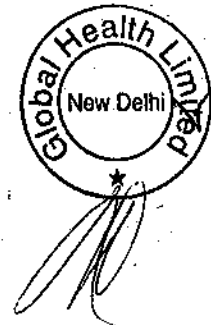






Exhibit 2
Licensor's Withdrawal Marks

Sr. No.	Mark	Registration No.	Goods/Services
1.	Medanta- The Medicity (device mark) 	Registration No. 2842654	CLASSES: 5, 10, 16, 39, 42, 44
2.	Medanta- Mediclinic (device mark) 	Registration No. 2842656	CLASSES: 5, 10, 16, 39, 42, 44
3.	Medanta Awadh (word mark)	Registration No. 2826391	CLASSES: 5, 10, 39, 44
4.	Medanta- Mediconsult-(device/logo mark) 	Registration No. 2842655	CLASSES: 5, 10, 16, 39, 42, 44
5.	Medanta -Indore- Superspeciality Hospital (device/logo mark) 	Registration No. 2893466	CLASSES: 5, 10, 16, 39, 42, 44





**Exhibit 3
Licensee's Actions**


(i) Mark to be withdrawn by Licensee:

Sr. No.	Mark	Registration	Goods/Services
1.	Medanta Mediclinic (word mark)	Registration No. 2098284	CLASSES: 5, 10, 39, 42, 43, 44

(ii) Revival request for Application No. 2405490 to be filed by the Licensee:

Sr. No.	Mark	Application No.	Goods/Services
1.	Medanta – Mediconsult – Dedicated To Life (Device) 	2405490 dated 03/10/2012	CLASSES: 16, 42, 44

(iii) Mark for which new application is to be filed by Licensee:

Sr. No.	Mark	Owner	Goods/Services
1.	Medanta-Indore –Superspeciality hospital Dedicated to life (Device) 	Global Health Private Limited	CLASSES: 5, 10, 16, 39, 42, 44



Global Health Limited, a company incorporated under the Companies Act, 1956 having its registered office at E-18, Defence Colony, New Delhi- 110024 ("**Licensee**", which expression shall unless repugnant to the context or meaning thereof shall deemed to mean and include its successors and permitted assigns).

"**Licensor**" and "**Licensee**" are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**" as the case may be.

WHEREAS

- A. Parties executed a Trademark License Agreement dated November 25, 2013 ("**License Agreement**") whereby the Licensor granted a non-exclusive license to the Licensee to use the Licensed Trademarks in relation to the Business for the Term.
- B. Parties executed an amendment dated September 18, 2021 to amend certain terms of the License Agreement ("**First Amendment**"). The License Agreement and the First Amendment are collectively referred to as the "**Agreement**".
- C. Parties are executing this Second Amendment to record their revised understanding in relation to the Business and the Licensed Marks and to amend certain provisions of the License Agreement, as set out below.

NOW, THEREFORE, THIS SECOND AMENDMENT WITNESSETH AS UNDER:

1. The definition of "Business" as set out in Section 1 of the License Agreement shall be amended to read as follow:

"**Business**" means (i) establishing, owning, operating and/ or managing hospitals/ clinics and providing healthcare, pathology and/or other medical services (including through e-platforms); (ii) establishing, owning, operating and/ or managing pharmaceutical business and diagnostic business (including through e-platforms); and/ or (iii) conducting research and development activities related to drugs, surgery and medical devices and equipments (including 'proof of concept' clinical research trials). It is agreed that the business in (i) and (ii) shall include business in the applicable areas conducted through any model of business (such as revenue share, franchise).
2. Without prejudice to the terms of the Agreement, Parties agree that the word marks as set out in Schedule I to this Second Amendment ("**Additional Word Marks**") will be added to the definition of "Licensed Trademarks".
3. It is agreed that all terms of the Agreement shall apply *mutatis mutandis* to the Additional Word Marks and the use of these Additional Word Marks by the Licensee shall be in accordance with and subject to the terms and conditions of the Agreement.
4. Without prejudice to Section 3 of the License Agreement, Licensor agrees and acknowledges that (i) Licensee shall have the right to sub-license the use of the Additional Word Marks to its Subsidiaries, solely in connection with the Business in accordance with and subject to the terms of the Agreement and that Licensee may charge a fee or royalty from such Subsidiary in relation to such sub-licensing; and (ii) such Subsidiaries may further sub-license the Additional Word Marks to third parties, solely in connection with the Business, for such fee/cost/royalty as may be determined by the Subsidiaries provided that (a) rights granted to such third parties shall at all times be subject to the terms of this Agreement; and (b) Licensee and applicable Subsidiaries shall be responsible for the acts and omissions of such third party sub-licensees.



5. Licensee agrees and acknowledges that Licensor is the owner and proprietor of the Additional Word Marks. Without limiting Licensor's ownership or proprietorship of the Additional Word Marks, Licensor hereby grants permission to Licensee to file applications for registration of the Additional Word Marks with the Registrar of Trademarks, India for the territory of India only in conjunction with the device of red and grey cross in classes 5, 10, 16, 35 and 44 related to the Business, it being agreed by the Licensor on the request of Licensee that all costs and expenses in relation to the filing of such applications shall be borne solely by the Licensee. Licensor agrees and undertakes to execute any further deeds and documents, at Licensee's costs, as may be required to give effect to the provisions of this Clause 5, provided that the ownership of the Additional Word Marks shall at all times vest with the Licensor.

It is clarified that as the Licensor shall apply for the registration of the Additional Word Marks at the sole request and behest of Licensee, hence, it is hereby agreed by Licensee that Licensee shall bear and pay, except for the statutory cost/ fees of registration of Additional Word Marks which shall be borne by the Licensor, all the costs, expenses, charges, fees, etc., in relation to the filling of application, registration, opposition, rectification proceedings or any other proceedings relating to the defence and/or enforcement in relation to the said Additional Word Marks.

6. All capitalized terms used but not defined herein shall have the meaning as set out in the Agreement.
7. All provisions of the License Agreement read together with the First Amendment shall apply *mutatis mutandis* to this Second Amendment, except to the extent as amended under this Second Amendment.
8. It is hereby agreed that in the event of a conflict between the terms of this Second Amendment and the terms of the Agreement or any previous communications, letters or understanding, the terms of this Second Amendment shall prevail to the extent of such conflict.

[Signature page to follow]



IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS SECOND AMENDMENT TO BE EXECUTED THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED)

by the within "Licensor")

DR. NARESH TREHAN)

through its authorized signatory)


_____)


in the presence of:)

SIGNED AND DELIVERED)

by the within "Licensee")

GLOBAL HEALTH LIMITED)

through its Authorised Signatory)


_____)



in the presence of:)

Namisha Yadav


SCHEDULE I
LIST OF ADDITIONAL WORD MARKS

S. No.	Additional Word Marks	Application No./ Registration No.	Goods/Services
1.	MEDANTA PHARMACY (wordmark)	5608431	Classes 5, 10, 16, 35, 44
2.	MEDANTA LABS (wordmark)	5608432	Classes 16, 35, 44
3.	MEDANTA DIAGNOSTICS (wordmark)	5608433	Classes 16, 35, 44
4.	MEDANTA RADIOLOGY (wordmark)	5608434	Classes 16, 35, 44





Date: September 18th 2021

To
Dr. Naresh Trehan,
B-4, Maharani Bagh,
New Delhi, 110 065

Subject: Waiver of obligation of the Licensee as set out in Clause 3.3 (c) in License Agreement dated November 25th 2013.

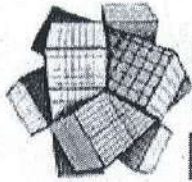
1. With reference to Trademark License Agreement dated November 25th 2013 ("**License Agreement**") where under you ("**Licensor**"), as an owner of various trademarks, have licensed to us ("**Licensee**"), the use of certain trademarks for the purposes of our Business in the manner as set out in the License Agreement. As per Clause 3.3 (c) of the License Agreement, the Licensee has following obligation under the License Agreement:

"3.3(c) The Licensee shall ensure that all signage/ publicity material of the Licensee containing the Licensed Trademarks bears the following legend in English or in the local language of the jurisdiction where such Licensed Trademark is used in print media/ electronic form of advertisement/ hoardings:

"MEDANTA/ MEDICITY/ MEDANTA – THE MEDICITY (as the case maybe) are/is trademark(s) of Dr. Naresh Trehan and are being used under a license from Dr. Naresh Trehan."

2. We would like to inform you that unfortunately, due to extraneous circumstances, the Licensee has not been able to comply with the abovementioned obligation. Therefore, we hereby seek your waiver for the non-compliance/ breach of the Licensee's obligation contained in Clause 3.3(c) of the License Agreement for a period commencing from the date of execution of the License Agreement i.e. November 25th 2013 till 1 (one) year from the date hereof ("**Waiver Period**"). We agree and acknowledge that the Waiver Period may or may not be extended subject to your discretion.
3. Except as expressly set forth herein, this Letter shall not be deemed to be a waiver, amendment or modification of any provisions of the License Agreement or of any right, power or remedy of the Licensor, or constitute a waiver of any provision of the License Agreement (except to the extent herein set forth), or any other document, instrument and/or agreement executed or delivered in connection therewith, in each case whether arising before or after the date hereof or as a result of performance hereunder or thereunder.




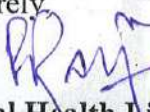


Global Health L i m i t e d

The License Agreement shall apply to this Letter mutatis mutandis. Except as set forth herein, the Licensor reserves all rights, remedies, powers, or privileges available under the License Agreement, at law or otherwise. This Letter shall not constitute a novation or satisfaction and accord of the License Agreement or any other document, instrument and/or agreement executed or delivered in connection therewith.

4. All capitalized terms used but not defined herein shall have the meaning as set out in the License Agreement.
5. It is hereby agreed that in the event of a conflict between the terms of this Letter and the terms of the License Agreement or any previous communications, letters or understanding, the terms of this Letter shall prevail to the extent of such conflict.

Sincerely,



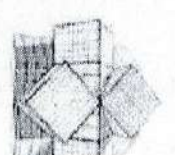
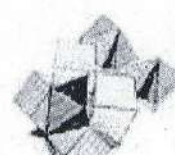
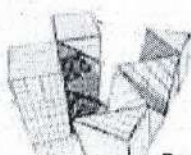
Global Health Limited
E-19, Defence Colony,
New Delhi

Acknowledged and Accepted by:

I, Dr. Naresh Trehan (Licensor herein), hereby grant my consent/ waiver to any breach/ non compliance by the Licensee with respect to the obligations contained in Clause 3.3(c) of the License Agreement for the Waiver Period i.e. period commencing from the date of execution of the License Agreement i.e. November 25th 2013 till 1 (one) year from the date hereof.

I further confirm that I shall not have any claims/ demands of whatsoever nature against the Licensee and I waive, release, acquit and discharge GHIL from, against and with respect to any and all claims relating any breaches/ non compliances non-compliance/ breach of the Licensee's obligation contained in Clause 3.3(c) of the License Agreement for the Waiver Period.

Dr. Naresh Trehan





Global Health L i m i t e d

Date: September 14, 2022

To
Dr. Naresh Trehan,
B-4, Maharani Bagh,
New Delhi 110 065.

Subject: Extension of Waiver Period envisaged under the Waiver Letter dated September 18, 2021 ("Waiver Letter").

1. This has reference to the Waiver Letter dated September 18, 2021 whereby you ("Licensor") granted consent/ waiver to any breach/ non-compliance by us ("Licensee") with respect to the obligations contained in Clause 3.3(c) of the License Agreement for the Waiver Period commencing from the date of execution of the License Agreement i.e. November 25, 2013 till September 17, 2022 ("Waiver Period"). Subsequently, certain terms and conditions of said License Agreement including Clause 3.3(c) (amended clause reiterated below) were amended by the Parties vide an Amendment Agreement dated September 18, 2021 ("First Amendment").

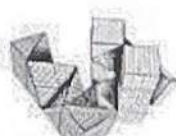
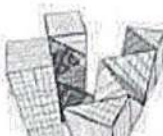
As per revised Clause 3.3 (c) of the First Amendment Agreement, the Licensee has following obligation under the License Agreement:

3.3(c) The Licensee shall ensure that all signage/publicity material of the Licensee containing the Licensed Trademarks bears the following legend in English or in local language of the jurisdiction where such Licensed Trademark is used in print, media/electronic form of advertisement/hoardings:

"Medanta, Medanta-The Medicity, Medanta Lucknow, Medanta- The Medicity Lucknow, Medanta Uttar Pradesh, Medanta-The Medicity Uttar Pradesh, Medanta Awadh, Medanta-The Medicity Awadh, Medanta Mediclinic, Medantha and Medantha -The Medicity (as the case may be) are/is the trademark(s) of Dr. Naresh Trehan and are being used under a license from Dr. Naresh Trehan".

We hereby seek extension of the Waiver Period, envisaged under Waiver Letter for a further period i.e. till December 31, 2022 ("Extended Waiver Period"). We agree and acknowledge that the Extended Waiver Period may or may not be extended subject to your discretion.

2. Except as expressly set forth herein, this Extension Letter shall not be deemed to be a waiver, amendment or modification of any provisions of the License Agreement and/ or the First Amendment or of any right, power or remedy of the Licensor, or constitute a waiver of any provision of the License Agreement and/ or First Amendment (except to the extent herein set forth), or any other document, instrument and/or agreement executed or delivered in connection therewith, in each case whether arising before or after the date hereof or as a result of performance hereunder or thereunder.





Global Health L i m i t e d

3. The License Agreement read together with the First Amendment shall apply to this Extension Letter mutatis mutandis. Except as set forth herein, the Licensor reserves all rights, remedies, powers, or privileges available under the License Agreement/ First Amendment, at law or otherwise. This Extension Letter shall not constitute a novation or satisfaction and accord of the License Agreement/ First Amendment or any other document, instrument and/or agreement executed or delivered in connection therewith.
4. All capitalized terms used but not defined herein shall have the meaning as set out in the License Agreement read together with the First Amendment.
5. It is hereby agreed that in the event of a conflict between the terms of this Extension Letter and the terms of the License Agreement/ First Amendment or any previous communications, letters or understanding, the terms of this Extension Letter shall prevail to the extent of such conflict.

Sincerely,

Global Health Limited
E-19, Defence Colony,
New Delhi

Acknowledged and Accepted by:

I, Dr. Naresh Trehan (Licensor herein), hereby agree to the extension of the Waiver Period and continue to grant my consent/ waiver to any breach/ non-compliance by the Licensee with respect to the obligations contained in Clause 3.3(c) of the License Agreement read together with the First Amendment for the Extended Waiver Period i.e. till December 31, 2022.

I further confirm that I shall not have any claims/ demands of whatsoever nature against the Licensee and I waive, release, acquit and discharge GHIL from, against and with respect to any and all claims relating any breaches/ non compliances non-compliance/ breach of the Licensee's obligation contained in Clause 3.3(c) of the License Agreement read together with the First Amendment for the Extended Waiver Period.

Dr. Naresh Trehan

