

- B. Licensor 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. Licensor 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.

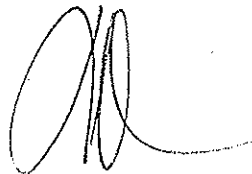
3.2 Warranty. Licensor represents and warrants that:

- (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.

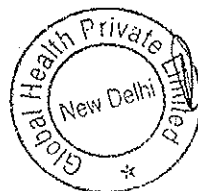
8. ASSIGNMENT AND TRANSFER

- 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:

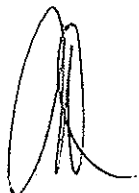
- (a) notify the Licensor of any suspected infringement, imitation, passing off, unauthorised or illegal use of the Licensed Trademarks. Such notification shall be in writing and shall provide details of such infringement/threatened infringements together with information relating to the identity of 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.

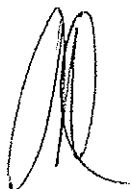
12.3 Governing Law and Arbitration.

- (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.



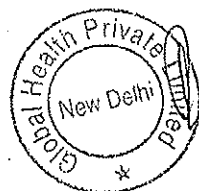
to Licensor: Dr. Naresh Trehan
B-4, Maharani Bagh,
New Delhi - 110065

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 supersedes 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

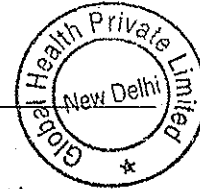
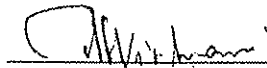


By:

Name: DR. NARESH TREHAN

Title: CHAIRMAN (A) MANAGING DIRECTOR

Global Health Private Limited

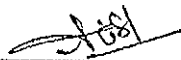


By:


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

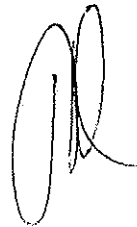
Licensed Trademarks-Form and Style

[attached]



A handwritten signature consisting of a large, stylized letter 'R' followed by a horizontal stroke.

MEDANTHA - THE MEDICITY



MEDANTA



MEDANTA



Mediveda



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

DR. NARESH TREHAN



MEDANTA- THE MEDICITY



MINOR

Certified True Copy



A handwritten signature in black ink, appearing to be a stylized name.



Certified True Copy