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# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

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Unique Doc. Reference : SUBIN-DLDL-CORPBK33792747593744T  
Purchased by : VISIT HEALTH PRIVATE LIMITED  
Description of Document : Article 5 General Agreement  
Property Description : SHARE PURCHASE AGREEMENT VHPL (VHPL SPA)  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : VISIT HEALTH PRIVATE LIMITED  
Second Party : DOCPRIME TECHNOLOGIES PVT LTD  
Stamp Duty Paid By : VISIT HEALTH PRIVATE LIMITED  
Stamp Duty Amount(Rs.) : 1,500  
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**SHARE PURCHASE AGREEMENT**

**BY AND AMONGST**

**VISIT HEALTH INC.**

**AND**

**DOCPRIME TECHNOLOGIES PRIVATE LIMITED**

**AND**

**VISIT HEALTH PRIVATE LIMITED**

**AND**

**PERSONS LISTED IN SCHEDULE III**



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## SHARE PURCHASE AGREEMENT

This share purchase agreement (“**Agreement**”) is made this 10<sup>th</sup> day of September 2021 (“**Effective Date**”)

BY AND BETWEEN:

**VISIT HEALTH INC.**, a company organised and existing under the laws of Delaware, United States of America and having its principal place of business at 2035, Sunset Lake Road, Suite B-2, Newark, 19702, New Castle, USA. (herein after referred to as the “**Seller**”, which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART;

AND

**DOCPRIME TECHNOLOGIES PRIVATE LIMITED** a company incorporated under the laws of India, having CIN U74999HR2016PTC064312 and its registered office at Plot No. 119, Sector 44, Gurgaon 122001, Haryana, India (herein after referred to as the “**Buyer**”, which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and assigns) of the SECOND PART;

AND

**VISIT HEALTH PRIVATE LIMITED**, a company incorporated under the laws of India, having CIN U72200DL2018PTC333356 and having its registered office at Building No. 237, Okhla Industrial Estate Phase 3, New Delhi 110020, India (herein after referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and permitted assigns) of the THIRD PART;

AND

**THE PERSONS LISTED IN SCHEDULE III**, hereinafter referred to as “**Founders**” (which expression shall, unless it be repugnant to the subject, context or meaning thereof, shall mean and include their respective legal representatives, heirs, executors, successors and permitted assigns) of the FOURTH PART.

The Seller, the Buyer, the Company and the Founders shall collectively be referred to as the “**Parties**” and individually as a “**Party**”.

### WHEREAS:

- A. The Company is engaged in the Business (*defined below*). The capital structure of the Company is as contained in Part A of Schedule IV (*Capital Structure*) herein below.
- B. The Seller wishes to sell, and the Buyer wishes to purchase 2,70,782 (two lakh seventy thousand seven hundred and eighty-two only) fully paid-up equity shares of the Company (“**Sale Shares**”) corresponding to 99.99% (ninety-nine-point nine-nine percent) of the issued, subscribed and paid-up equity share capital of the Company in the manner set out in this Agreement.
- C. Accordingly, the Parties are desirous of entering into this Agreement to govern the sale by the Seller and purchase by the Buyer of the Sale Shares on the terms and conditions set out herein.

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants, representations, and warranties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

## **1. DEFINITIONS AND INTERPRETATION**

- 1.1. Unless the contrary intention appears and/or the context otherwise requires, the definitions listed in Schedule I (Definitions) shall apply throughout this Agreement.
- 1.2. The interpretation and/or construction of this Agreement shall be in accordance with the rules of interpretation listed in Schedule II (Interpretation).

## **2. PURCHASE AND SALE OF THE SALE SHARES**

- 2.1. Subject to, and in accordance with, the terms and conditions of this Agreement, and subject to the fulfilment, waiver or deferral of the Conditions Precedent, on the Closing Date, the Buyer agrees, relying on the Seller Warranties to purchase from the Seller, and the Seller agrees relying on the Buyer Warranties to sell, Transfer, assign and deliver to the Buyer, together with all right, title, interest and benefit appertaining thereto, the Sale Shares, free and clear of all Encumbrances.
- 2.2. Title to, beneficial ownership of, and any risk attaching to, the Sale Shares shall pass on the Closing Date from the Seller to the Buyer together with all associated rights and benefits attaching or accruing to the Sale Shares on Closing.
- 2.3. The Seller and the Founders are deemed to have irrevocably waived any right of pre-emption conferred on it respectively by the Charter Documents of the Company or any other document or otherwise over any of the Sale Shares and consents to the sale of the Sale Shares in accordance with the terms of this Agreement. Waiver under this Clause shall be deemed to have not been made if Closing does not occur in accordance with the terms of this Agreement.
- 2.4. The Seller shall not be obliged to sell, and the Buyer shall not be obliged to purchase any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously. Further notwithstanding anything contained in this Agreement, it is agreed that the Seller shall not be entitled to Transfer any or all of the Sale Shares, and the Buyer shall not, directly or indirectly in any manner whatsoever, purchase from the Seller any or all of the Sale Shares, unless the Seller Transfers all the Sale Shares to the Buyer on Closing.
- 2.5. The shareholding pattern of the Company on the Effective Date, immediately prior to Closing and immediately following Closing on the Closing Date are set forth in Part A, Part B and Part C of Schedule IV (Capital Structure), respectively.

## **3. CONSIDERATION**

- 3.1. Subject to the terms and conditions of this Agreement, and the fulfilment, waiver or deferral of the Conditions Precedent, on the Closing Date, the Buyer agrees to pay the Seller an aggregate gross consideration of INR 20,25,44,936 (Indian Rupees Twenty crores, twenty-five lakhs, forty-four thousand, nine hundred and thirty-six only) (“**Consideration**”).
- 3.2. All sums payable to the Seller under this Agreement shall be paid by the Buyer, net of applicable Taxes including withholding Taxes, if any, by means of wire transfer to the Seller Bank Account as set out in Schedule V (Seller Bank Account Details). Capital gains Tax payable, if any, by the Seller pursuant to sale of the Sale Shares shall be borne by the Seller.

4. **CONDITIONS PRECEDENT**

- 4.1. The obligation of the Buyer to purchase the Sale Shares from the Seller shall be subject to the fulfilment, waiver or deferral of the conditions' precedent set out in Schedule VI (*Conditions Precedent*) ("**Conditions Precedent**")
- 4.2. Unless otherwise provided, a waiver or deferral by any Party of the Conditions Precedent shall not be deemed to be a subsisting and a continuous waiver or deferral and shall be considered to be a waiver or deferral only for the purposes of Closing, and the other Party shall be obligated to cooperate with the first-mentioned Party to satisfy such waived or deferred Condition Precedent as soon as is reasonably practical.
- 4.3. Each Party further agrees to:
- 4.3.1. use all reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary, proper, or advisable to consummate the Transaction;
  - 4.3.2. execute any further documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to consummate the Transaction;
  - 4.3.3. keep the other Parties fully informed as to progress towards satisfaction of the Conditions Precedent;
  - 4.3.4. promptly disclose to each other Party any matter (of which it is or becomes actually aware) which will or is reasonably likely to, prevent any Condition Precedent from being fulfilled on or before the Long Stop Date, or materially delay fulfilment of any Condition Precedent; and
  - 4.3.5. co-operate with the other Parties in connection with the foregoing.
- 4.4. On fulfilment of the Conditions Precedent as provided in Clause 4.1 above, the Company and the Seller shall deliver to the Buyer the CP Completion Certificate, signed by the authorised representative of the Company and by the Seller, in the format provided in Schedule VII (*Format of CP Completion Certificate*) ("**CP Completion Certificate**"), certifying that the Conditions Precedent set out in Clause 4.1 above have been fully satisfied in all respects, together with certified copies of all the requisite documents and instruments evidencing fulfilment of the same.
- 4.5. The Buyer shall, within 5 (Five) Business Days from the date of receipt of the CP Completion Certificate, notify the Seller and the Company in writing in the event they are dissatisfied with the same or they propose to waive the fulfilment of any of the Conditions Precedent. In the event the Buyer notifies the Seller / Company of their dissatisfaction under this Clause, the Seller and/or the Company, as the case may be, shall fulfil the relevant conditions within 5 (Five) Business Days of receipt of such notice (but no later than the Long Stop Date) and shall provide to the Buyer, all requisite documents evidencing fulfilment of those conditions along with a revised CP Completion Certificate. It is clarified that in the event no objection is raised by the Buyer to the Conditions Precedent or the CP Completion Certificate (whether issued under Clause 4.4 or Clause 4.5) within 15 (Fifteen) Business Days of the date of receipt of the CP Completion Certificate by the Buyer, the Conditions Precedent will be deemed to be satisfied to the satisfaction of the Buyer.
- 4.6. Obligations of the Company and the Seller: If any of the Conditions Precedent is not fulfilled to the satisfaction of the Buyer, or is not waived in writing by the Buyer, by the Long Stop Date, the Buyer shall have the right, but not the obligation, to terminate this Agreement by

written notice to the Company and upon issuance of such written notice, this Agreement shall ipso facto terminate and none of the Parties shall have any claim against the other(s) for costs, damages, compensation or otherwise.

## **5. ACTIONS BETWEEN EFFECTIVE DATE AND THE CLOSING DATE**

- 5.1. During the period between the Effective Date and the Closing Date (both inclusive), Company shall, and the Founders and the Seller shall ensure that the Company shall, conduct and continue to carry out its Business in accordance with Part A of Schedule VIII (*Standstill Obligations*).
- 5.2. During the period between the Effective Date and the Closing Date (both inclusive), the Seller shall not, and the Seller and the Founders shall ensure that the Company does not, carry out or take any decision in respect of any of the matters set forth in Part B of Schedule VIII (*Standstill Obligations*) except in the Ordinary Course of Business or conducted in accordance with the Transaction Documents, without the prior written consent of the Buyer which consent shall not be unreasonably withheld or delayed.

## **6. CLOSING**

- 6.1. Subject to the fulfilment of the Conditions Precedent as per Clause 4 above to the satisfaction of the Buyer, Closing shall take place on the Closing Date at the offices of the Company or at such other place as the Parties may agree on or prior to the Closing Date.
- 6.2. Unless another time period is stipulated in Schedule IX (*Closing Actions*), at Closing:
  - 6.2.1. the Seller shall and the Founders shall cause the Seller to do all the things listed in Point 1 of Schedule IX (*Closing Actions*);
  - 6.2.2. the Buyer shall do all the things listed in Point 2 of Schedule IX (*Closing Actions*); and
  - 6.2.3. the Company shall and the Founders shall cause the Company to do all the things listed in Point 3 of Schedule IX (*Closing Actions*).
- 6.3. If the Seller or the Buyer or the Company (the “**Defaulting Party**”) fails or is unable to comply with any of its obligations under Clause 6.2 on the Closing Date then the Buyer (where the Defaulting Party is either the Seller or the Company) or the Seller (where the Defaulting Party is the Buyer or the Company), as the case may be, (the “**Non-defaulting Party**”) may:
  - 6.3.1. defer Closing (by notice to the Defaulting Party) to a date (being a Business Day) not more than 15 (fifteen) Business Days after that date; or
  - 6.3.2. proceed to Closing so far as practicable but without prejudice to the Non-defaulting Party’s rights where the Defaulting Party has not complied with its obligations under this Agreement; or
  - 6.3.3. subject to Clause 6.3.1 above, not proceed to complete the sale and purchase of the Sale Shares and terminate the Agreement but without prejudice to any accrued rights and obligations.
- 6.4. Each of the actions or transactions required to be performed and consummated at Closing pursuant to Clause 6.2 above shall be deemed to have occurred at the same time and none of such actions or transactions shall be considered performed and consummated until and unless

all such actions or transactions have been performed and consummated. In the event that any of the actions or transactions required to be performed and consummated at Closing pursuant to Clause 6.2 above are not so performed and consummated, then subject to Clause 6.3.2:

6.4.1. all other actions or transactions that have been performed or consummated shall be reversed and shall be deemed to have no effect whatsoever; and

6.4.2. the Company shall not take on record the Transfer of the Sale Shares.

6.5. The Company shall, within 30 (thirty) days of the Closing Date, make all filings as may be required to be made to Governmental Authorities under Applicable Law in connection with the Transaction and matters incidental thereto and each of the Parties shall render necessary assistance to the Company for undertaking such filings.

#### 6.6. **Effect of Closing**

6.7. Each of the obligations, Warranties and undertakings set out in this Agreement shall so far as it is capable of being performed or observed continue in full force and effect notwithstanding Closing except in respect of those matters then already fully performed and shall not be affected by the waiver of any Condition Precedent or any Notice given in respect of any Condition Precedent. The Seller agree, accept and undertake that all title, rights, claims, obligations, duties, right of action and liabilities arising from any arrangement between the Seller and the Company, whether accrued or not, are hereby irrevocably and unconditionally waived and shall cease in its entirety and will not have any effect whatsoever, on and from the Closing Date. To the extent that any such rights, claim or right of action exists or may exist, whether in contract, law or in equity and whether or not presently known to any Party or to the law, the Seller hereby irrevocably and unconditionally waive such right, claim or right of action and release and forever discharge the Company.

### 7. **ACTIONS SUBSEQUENT TO CLOSING**

Within the prescribed period from the Closing Date in accordance with Schedule X (*Conditions Subsequent*) or such other time as may be extended by the Buyer in writing the Company shall, and the Founder shall ensure that the Company shall do all those things listed in Schedule X (*Conditions Subsequent*).

### 8. **THE WARRANTIES**

8.1. Save and except to the extent of the disclosures set out in the Disclosure Letter and/or the Updated Disclosure Letter, the Seller and the Founders jointly and severally represent, warrant and undertake to the Buyer, in terms of the Seller Warranties as contained in Part A of Schedule XI (*The Warranties*) (“**Seller Warranties**”).

8.2. The Buyer represents, warrants and undertakes to the Seller, in terms of the Buyer Warranties as contained in Part B of Schedule XI (*The Warranties*) (“**Buyer Warranties**”).

8.3. The Company and the Founders, jointly and severally, represents, warrants and undertakes to the Buyer, in terms of the Company Warranties as contained in Part C of Schedule XI (*The Warranties*) (“**Company Warranties**”).

8.4. Each Party undertakes to notify the other Parties, in writing, promptly, if it becomes aware of any fact, matter or circumstance (whether existing on or before the Effective Date or arising afterwards) which would cause any of its Warranties to become untrue, inaccurate or misleading in any respect.

- 8.5. Notwithstanding anything contained herein, it is clarified that the conduct of a due diligence by the Buyer shall not in any manner dilute, limit or qualify the Seller Warranties and Company Warranties in pursuance of this Agreement.
- 8.6. It is hereby expressly clarified between the Parties that to the extent that a specific disclosure has been made in the Disclosure Letter and/or the Updated Disclosure Letter against the relevant and specific Seller Warranties, such fact or events shall not constitute a breach of such Warranties. It is hereby further clarified that the Seller, the Founders and the Company shall have the right to submit the Updated Disclosure Letter to the Buyer, along with the CP Completion Certificate, which shall contain specific disclosures only for any developments that have occurred during the period between the Effective Date and Closing Date, in the form and subject to its content being acceptable to the Buyer.
- 8.7. Each of the warrantors shall not take or omit to take any action which would render the Warranties, covenants and undertakings of such Party under this Agreement invalid or untrue in any respect.
- 8.8. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that for the purposes of the Transaction Documents and the transactions contemplated in this Agreement, there shall be no presumption of actual, implied or constructive knowledge imputed to the Buyer or any of their agents, representatives, officers, employees or advisers (as the case may be) whether arising out of a due diligence, inspection or investigation exercise conducted by the Buyer on the Company or otherwise and the Buyer shall be entitled to completely rely on the Seller Warranties and Company Warranties, save and except to the extent of the disclosures set out in the Disclosure Letter and the Updated Disclosure Letter.
- 8.9. No information about the Company of which the Buyer or any of their agents, representatives, officers, employees or advisers (as the case may be) have any knowledge, and no investigation by or on behalf of the Buyer will prejudice any claim made by the Buyer under the Seller Warranties and Company Warranties save and except to the extent of the disclosures set out in the Disclosure Letter and the Updated Disclosure Letter.
- 8.10. Notwithstanding anything to the contrary, nothing contained in the Disclosure Letter or the Updated Disclosure Letter shall apply as a qualification to: (a) any Specific Indemnity Matter; or (b) any claim arising from breach, misrepresentation or inaccuracy of any Fundamental Warranties.
- 8.11. The Warranties shall be deemed to be repeated on the Closing Date as if they were made on and as of such date and as if all references therein to the date of this Agreement were references to the Closing Date.
- 8.12. Each of the Founders and the Company shall give the Buyer prompt notice of any event, condition or circumstance occurring on and from the Execution Date that would constitute a violation or breach of any of the Warranties as of any date from the Execution Date till the Closing Date or that would constitute a violation or breach of any terms and conditions contained in this Agreement. This shall not however prejudice the right of the Buyer to terminate this Agreement pursuant to Clause 11 below.
- 8.13. Each of the representations and Warranties shall be construed as a separate representation, Warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or Warranty or by any other term of this Agreement, save and except to the extent of the disclosures set out in the Disclosure Letter and the Updated Disclosure Letter.



- 8.14. No representation or Warranties shall be deemed to qualify any other representation or warranty. Each Party agrees that such representations and Warranties have constituted a material inducement to the other Parties to enter into this Agreement.

## 9. INDEMNIFICATION

- 9.1. Subject to Clause 9.12 herein below, the Seller and the Founders (“**Seller Warranties Indemnifying Parties**”) shall jointly and severally indemnify, defend and hold harmless the Buyer, the Company, their respective Affiliates and each of their respective directors, employees and representatives (individually “**Indemnified Party**” and collectively the “**Indemnified Parties**”) from and against any and all (i) demands, notices, suits, judgments, settlements and proceedings (“**Proceedings**”), (ii) fees and expenses (including reasonable attorney’s fees and expenses), and (iii) all direct liabilities, losses, claims, damages, costs, penalties, deficiencies, recoveries, interest, whether arising out of Proceedings or otherwise (“**Losses**” or “**Loss**”), incurred by the Indemnified Parties and which arise out of, are incidental to or result from or are connected with (a) any wilful misrepresentation of, inaccuracy in or breach of the Seller Warranties; or/and (b) for any material breach of the covenants, agreements or obligations of the Seller contained in the Transaction Documents which is not cured within 45 (forty five) days of being intimated, which may be extended as mutually agreed by the Parties.
- 9.2. Subject to Clause 9.9 herein below, the Founders and the Company (“**Company Warranties Indemnifying Parties**”) shall jointly and severally indemnify, defend and hold harmless the Indemnified Parties from and against any and all (i) Proceedings, (ii) fees and expenses (including attorney’s fees and expenses), and (iii) Losses, to which any of the Indemnified Parties may become subject (regardless of whether or not such Losses relate to any third party claim or any Proceeding) and which arise out of, are incidental to or result from or are connected with (a) any wilful misrepresentation of, inaccuracy in or breach of the Company Warranties; or/and (b) for any breach of the covenants, agreements or obligations of the Company, Founders and Seller contained in the Transaction Documents. The Indemnified Party shall, upon becoming aware of any matter or circumstance that may give rise to an Indemnity Claim (as defined hereinafter) (“**Claim Event**”), notify the Indemnifying Party of such Claim Event along with details of the facts, matters or circumstances of such Claim Event, to the extent the Indemnified Party is aware of such particulars and details (“**Claim Event Notice**”). The Indemnifying Party shall have a period of 45 (forty-five) days (or such other extended period as the Indemnified Party may consent to and such consent shall not be unreasonably withheld or delayed) from the date of receipt of the Claim Event Notice to remedy such Claim Event, provided such Claim Event is capable of being remedied. If such Claim Event is not capable of being remedied, then the Claim Event Notice shall constitute as an Indemnity Claim (*as defined hereinafter*). The Indemnifying Party shall keep the Indemnified Party promptly informed of any new facts, matters, circumstances or developments as they arise with respect to any Claim Event following the issuance of a Claim Event Notice.
- 9.3. If the Claim Event is not remedied within such 45 (forty-five) day period (or such other extended period as the Indemnified Party may consent to and such consent shall not be unreasonably withheld or delayed), as set out under Clause 9.2 and if a Loss is incurred or accrued by an Indemnified Party, the relevant Indemnified Party (as the case may be), shall be entitled to make a claim for indemnity against the Indemnifying Party by way of a written notice (“**Indemnity Claim**”). The payments set out in the Indemnity Claim shall be made by the Indemnifying Party to the Indemnified Party, within 45 (forty-five) Business Days of the receipt of the Indemnity Claim. For the avoidance of doubt, in the event that an Indemnified Party is required to make any payment as a result of any Claim Event and/or Third Party Claim (*as defined hereinafter*), then in such circumstance, the Indemnified Party may make an

Indemnity Claim prior to such payment being made by the Indemnified Party. Furthermore, the Indemnifying Party shall make payment on such claim prior to the Indemnified Party having to make any payment.

#### 9.4. **Third Party Claim Process**

9.4.1. The Indemnified Party shall, within 30 (thirty) Business Days of receipt of any claim from a third party ("**Third-Party Claim**"), notify the Indemnifying Party of such Third Party Claim along with all reasonable details of the facts, matters or circumstances of such Third Party Claim, to the extent that the Indemnified Party is aware of such particulars and details ("**Third-Party Claim Notice**"). The Indemnifying Party shall make all reasonable efforts to keep the Indemnified Party promptly informed of any new facts, matters, circumstances or developments as they arise with respect to any Third Party Claim following the issuance of a Third Party Claim Notice.

9.4.2. Within 15 (fifteen) days of receipt of the Third Party Claim Notice, the Indemnifying Party shall have the right to assume the conduct of any dispute, compromise, defence, appeal or negotiations with respect to the Third Party Claim Event, by notifying in writing the same to the Indemnified Party; provided that the Indemnifying Party shall not be entitled to assume or continue control of the defence of any Third Party Claim if (a) the Third Party Claim relates to or arises in connection with any criminal proceeding or (b) the Third Party Claim seeks an injunction or equitable relief against any Indemnified Party. If the Indemnifying Party assumes the defence of any Third Party Claim, it shall not enter into any agreement or settlement in respect of the Third Party Claim without prior written approval of the Indemnified Party, which shall not be unreasonably withheld.

9.5. In the event the Indemnifying Party denies or does not assume the defence of the Third Party Claim in the manner as set out in Clause 9.4, the Indemnified Party shall have the right to defend itself against such Claim Event. If the Indemnified Party has assumed the conduct of any dispute, defence, compromise or appeal of a Claim Event, the Indemnifying Party shall fully cooperate with the Indemnified Party in relation to the conduct of any dispute, defence, compromise or appeal of the Claim Event.

9.6. All reasonable costs and expenses in relation to the Third Party Claim shall be borne directly by the Indemnifying Party.

9.7. To the extent the payment by the Indemnifying Party of any indemnification payment pursuant to the provisions of Clause 9.1 to Clause 9.6 shall be subject to receipt of approvals from Governmental Authority, the Indemnifying Party shall be responsible for making the application to procure all such approvals and necessary consents and shall make all applications and take all steps required to obtain the same, provided the Indemnified Party shall provide all reasonable assistance to the Indemnifying Party, as may be required, to obtain such approvals and necessary consents. Further all payments by the Indemnifying Parties shall be grossed for any applicable Taxes. It is hereby clarified that that "grossed-up" shall mean that (i) all payments shall be made without any Tax withholding; and (ii) if such payments are held taxable in the hands of the Indemnified Party, Indemnifying Parties shall be required to make additional payment to the Indemnified Party to the extent of Tax payable by the Indemnified Party or in case of any Tax refund or Tax credit obtained by the Indemnified Party, then such amounts shall be refunded to the Indemnifying Parties.

#### 9.8. **Specific Indemnity**

- 9.8.1. The Seller, the Company and the Founders shall jointly and severally indemnify, defend and hold harmless the Indemnified Parties from and against any and all (i) Proceedings, (ii) fees and expenses (including attorney's fees and expenses), and (iii) all Losses, to which any of the Indemnified Parties may become subject and which arise out of, are incidental to or are resulting from or are connected with a Specific Indemnity Matter.
- 9.8.2. The Indemnified Party shall, within 30 (thirty) Business Days of receipt of any claim pursuant to a Specific Indemnity Matter ("**Specific Indemnity Matter Claim**"), notify the Seller, the Company and Founders of such Specific Indemnity Matter Claim along with all reasonable details of the facts, matters or circumstances of such Specific Indemnity Matter Claim, to the extent that the Indemnified Party is aware of such particulars and details ("**Specific Indemnity Matter Claim Notice**").
- 9.8.3. Within 15 (fifteen) days of receipt of a Specific Indemnity Matter Claim Notice ("**Specific Indemnity Matter Claim Payment Period**"), the Seller, the Company and/or the Founders (as the case may be) shall reimburse to the Indemnified Party an amount equal to all Losses incurred by the Indemnified Party pursuant to the Specific Indemnity Matter. It is hereby clarified that the Seller, the Company or the Founders shall not have the right to dispute any Specific Indemnity Matter Claim and all amounts payable pursuant to any Specific Indemnity Matter Claim Notice shall be paid by the Seller, the Company and/ or the Founder (as the case may be) to the Indemnified Party within the Specific Indemnity Matter Claim Payment Period.
- 9.9. All payments made pursuant to the Clause 9 to an Indemnified Party shall be grossed up to the extent of: (a) any Tax that is payable by the Indemnified Party on such amount; and (b) the shareholding of any Seller or its Affiliate in the Company at the time (collectively, the "**Grossed Up Amount**").
- 9.10. **No Restitution**
- An Indemnifying Party shall be solely liable for its indemnification obligations under this Clause 9 and shall not (and hereby irrevocably waives any right to), seek from the Company or its employees, officers and directors: (a) contribution, indemnification, restitution or any other remedy in respect of such obligations; or (b) to recover for (or exercise any rights against, in respect of any) misrepresentation, inaccuracy or omission in or from any information or advice supplied or given in connection with entry into this Agreement (and makes the same undertaking to each adviser of the Company to the extent such claim would result in a claim or indemnity against the Company pursuant to applicable terms of engagement or otherwise).
- 9.11. For the purposes of this Clause 9, the term "**Indemnifying Parties**" shall mean the Seller Warranties Indemnifying Parties and/ or the Company Warranties Indemnifying Parties as the context may apply.
- 9.12. **Limitation to the liability**
- 9.12.1. Indemnity Cap: The Indemnifying Parties maximum aggregate liability for any and all claims or Losses arising from this Agreement to the Indemnified Parties shall not exceed 50% of the Consideration under this Agreement. For avoidance of any doubt, it is hereby agreed that the indemnity cap referred in this clause 9.12.1 shall not apply in the event of breach of Fundamental Warranties and / or with respect to Specific Indemnity Matter.

- 9.12.2. De Minimis Threshold. The Indemnifying Parties shall not be under any obligation to indemnify the Indemnified Parties for any Losses hereunder, unless the amount of each such Loss equals to, or exceeds, INR 5,00,000 (Rupees Five Lakhs only) (“**De Minimis Threshold**”). It is hereby clarified that subject to Clause 9.12.1 above and 9.12.3 below, the Indemnifying Parties shall be liable to indemnify the Indemnified Parties for each such Loss which is equal to or exceeds the De Minimis Threshold.
- 9.12.3. Basket Threshold. The Indemnifying Parties shall not be under any obligation to indemnify the Indemnified Persons in respect of any Losses hereunder, unless and until the aggregate amount of all such Losses of the Indemnifying Parties exceeds 1% of the Consideration (“**Basket Threshold**”), in which case the Indemnifying Parties, shall be liable for all claims and Losses in entirety and not merely for the excess. For the avoidance of doubt, it is hereby clarified that, if the Losses of the Indemnified Persons exceed the Basket Threshold, then, the Indemnifying Parties shall be liable to indemnify for all the Losses incurred by the Indemnified Persons subject to such Losses in aggregate being more than the De Minimis Threshold.
- 9.13. Time Limitation: The indemnity obligations of the Indemnifying Parties shall expire:
- 9.13.1 at the expiry of 3 (three) year of the Closing Date in relation to any claims for indemnity including for breach of any Warranties, other than Tax Warranties and Fundamental Warranties; and
- 9.13.2 in accordance with the applicable statutory period during which the Taxes covered under these Claim Events are open to assessment and scrutiny by any Tax Authority (including statutory periods of appeal in relation thereto) from the relevant assessment year, in relation to any claims related to Tax Warranties.
- 9.14. Notwithstanding the foregoing, it is hereby clarified that no time limitation to a claim for indemnity shall apply in respect to the Fundamental Warranties under this Agreement and the same shall survive in perpetuity, subject to any statutory period of limitation under applicable Law, if any.

## 10. CONFIDENTIALITY AND ANNOUNCEMENTS

- 10.1. The Parties hereby agree that they shall treat as strictly confidential all information received or obtained by them as a result of entering into or performing this Agreement, information relating to the provisions of this Agreement, the negotiations leading up to this Agreement, the subject matter of this Agreement or the business or affairs of the Company or any Related Party and subject to the provisions of this Clause, that they will not at any time hereafter make use of or disclose or divulge to any Person except to their advisors including legal advisors, any such information and shall use their best endeavours to prevent the publication or disclosure of any such information.
- 10.2. The restrictions contained in Clause 10.1 shall not apply:
- 10.2.1. to the extent that such information is in the public domain other than by breach of this Agreement;
- 10.2.2. to the extent that such information is required to be disclosed by any Applicable Law or any applicable judicial, administrative or regulatory requirements or by any regulatory body, to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Parties;

- 10.2.3. to the extent that any of such information is later acquired by a Party from a source not known to such Party to have obligations to any other Party hereto, or its Affiliates, to keep such information confidential;
- 10.2.4. to the extent that any of such information was previously known or already in the lawful possession of a Party, prior to disclosure by any other Party hereto; or
- 10.2.5. to the extent that any information, materially similar to the information, shall have been independently developed by a Party without reference to any information furnished by any other Party hereto.

### 10.3. **Announcements**

- 10.3.1. The Parties shall not make, and shall not permit any of their respective directors, employees, officers, Affiliates or representatives to make, any public announcement about the subject matter of this Agreement, whether in the form of a press release or otherwise, without first consulting with each other and obtaining the other Parties' written consents, save as required to satisfy any requirement (whether or not having the force of law) of a stock exchange on which the shares of the disclosing Party or an Affiliate or holding company of the disclosing Party are traded or intended to be traded or the securities laws, rules or regulations or generally accepted accounting principles applicable to the disclosing Party or an Affiliate or holding company of the disclosing Party in any jurisdiction in which its shares are traded or any relevant governmental or regulatory body.
- 10.3.2. In the event that disclosure is required under Applicable Law, the other Parties shall be given a reasonable opportunity to review and comment on any such required disclosure and the Parties or their respective Affiliates and representatives shall reasonably cooperate with the other Parties or their Affiliates and representatives to limit the scope of such disclosure, to seek protective orders and/or to obtain reliable assurances of confidential treatment of the disclosed information.
- 10.3.3. Notwithstanding anything to the contrary contained in this Agreement or the Transaction Documents, the Buyer and / or its Affiliates shall have the right to make any public announcement, press release, file any documents, information, issue notification, clarification or to the stock exchanges, the Securities Exchange Board of India, any other third party, or their advisors about the subject matter of this Agreement and the Transaction, as the Buyer / Affiliate may deem necessary in its sole and absolute discretion, with an intimation to the Founders.

## 11. **TERM AND TERMINATION**

- 11.1. This Agreement shall come into effect from the Effective Date and shall terminate at any time prior to the Closing Date only if:
  - 11.1.2. mutually agreed in writing by the Parties; or
  - 11.1.3. the Closing does not occur on or before the Long Stop Date; or
  - 11.1.4. on occurrence of a Material Adverse Effect which is not cured within 45 (forty five) days of such occurrence ; or



- 11.1.5. if the Seller, Founders or the Company has breached any of the material covenants, obligations, representations or Seller Warranties and Company Warranties of this Agreement at the election of the Buyer; or
- 11.1.6. any liquidation, dissolution or winding up of the Company, either voluntary or involuntary.
- 11.2. Unless otherwise specifically mentioned, upon termination of this Agreement, all rights and obligations of the Parties will immediately cease, without prejudice to the Parties' accrued rights and liabilities under this Agreement, at the time it is terminated.

## **12. NOTICE**

- 12.1. Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this Agreement (each, a “**Notice**”) shall be in English, in writing and signed by or on behalf of the person giving it.
- 12.2. Service of a notice must be effected by one of the following methods and shall be addressed as set out in Schedule XIII (Notice):
  - 12.2.1. by hand to the relevant address set out in Schedule XIII (Notice) and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time;
  - 12.2.2. by prepaid international airmail to the relevant address set out in Schedule XIII (Notice) and shall be deemed served at the start of the 4<sup>th</sup> (fourth) Business Day after the date of posting; or
  - 12.2.3. by electronic mail (e-mail) to the relevant address set out in Schedule XIII (Notice) and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time.
- 12.3. For the purpose of this Clause 12, “during a Business Day” means any time between 9.30 am and 5.30 pm on a Business Day based on the local time where the recipient of the Notice is located. References to “the start of a Business Day” and “the end of a Business Day” shall be construed accordingly.
- 12.4. A Party may change its address for service provided that it gives the other Parties not less than 30 (thirty) days’ prior notice in accordance with this Clause 12. Until the end of such notice period, service on either address shall remain effective.

## **13. GOVERNING LAW AND DISPUTE RESOLUTION**

### **13.1. Governing Law**

This Agreement shall be interpreted and governed by the laws of India and, subject to Clause 13.2 herein below, the courts of New Delhi shall have the exclusive jurisdiction to try and entertain any matters arising out of and in connection with this Agreement.

### **13.2. Dispute Resolution**

- 13.2.1. All disputes or differences arising between the Parties as to the effect, validity or interpretation of this Agreement or as to their rights, duties or liabilities hereunder (“**Disputes**”), shall be settled by the Parties by mutual negotiations and agreement

within 15 (fifteen) days, or other mutually accepted period of such Dispute being notified by a Party to the other relevant Party(ies).

- 13.2.2. If, for any reason, such Dispute cannot be resolved by the Parties under Clause 13.2.1, the same shall be referred for arbitration in accordance with Clause 13.2.3.
- 13.2.3. The Parties agree that any Dispute arising out of or in connection with or relating to this Agreement, or the breach thereof, shall be referred to and finally resolved by arbitration administered by the Mumbai Centre of International Arbitration (“MCIA”) in accordance with the MCIA Rules, 2017 (“MCIA Rules”), as amended from time to time:
- a) the seat of the arbitration shall be New Delhi.
  - b) the Tribunal shall consist of a sole arbitrator.
  - c) the language of the arbitration shall be English.
  - d) the Parties shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
  - e) the Parties agree that any arbitral award shall be final and binding on the Parties.
  - f) consent for arbitration shall not preclude the Parties and the Parties shall have the right to approach any competent forum to seek injunctive relief subject to Applicable Law.
- 13.2.4. It is hereby clarified that in case of a Dispute between two or more Parties under this Agreement but not involving all Parties, it shall not be necessary for the Parties hereto, other than the claimant and the defendant, to be impleaded in the dispute resolution proceedings initiated under or pursuant to this Agreement.

## **14. MISCELLANEOUS**

### **14.1. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement, understanding, undertaking or arrangement between the Parties relating to the subject matter hereof.

### **14.2. Further Assurances**

Each of the Parties shall execute or, so far as it is able, procure that any necessary third party shall execute all such documents and do, or so far as each is able, procure the doing of such acts, deeds and things as another Party shall reasonably require to give effect to this Agreement and any documents entered into pursuant to it and to give to the other Parties the full benefit of all the provisions of this Agreement.

### **14.3. Severance**

Each provision of this Agreement is severable and distinct from the others and, if any provision is, or at any time becomes, to any extent or in any circumstances invalid, illegal or unenforceable for any reason, that provision shall to that extent be deemed not to form part of this Agreement but the validity, legality and enforceability of the remaining parts of this

Agreement shall not be affected or impaired, it being the Parties' intention that every provision of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

**14.4. Waiver**

No forbearance, indulgence, relaxation, or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement. The rights and remedies provided in this Agreement are without prejudice and in addition to any other rights or remedies a Party may have against the other Party by law or under any other agreement.

**14.5. Assignment**

No Party shall purport to, assign, transfer, charge or otherwise deal with all or any of its rights or obligations under this Agreement nor grant, declare, create or dispose of any right or interest in this Agreement without the prior written consent of the other Parties. Notwithstanding the

above, the Buyer shall have the right to assign, transfer, charge or otherwise deal with all or any of its rights or obligations under this Agreement or grant, declare, create or dispose of any right or interest in this Agreement to its Affiliates or group companies or PB Fintech Limited's Affiliates or group companies without the prior consent of any Party.

**14.6. Amendments**

No purported alteration of this Agreement shall be effective unless it is in writing, refers to this Agreement and is duly executed by each Party to this Agreement.

**14.7. Agreement Binding**

This Agreement shall be binding on and shall ensure for the benefit of the successors in title of each Party.

**14.8. No Partnership**

No Party shall act as an agent of any other Party or have any authority to act for or to bind any other Party.

**14.9. Counterparts**

This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.

**14.10. Costs**

Each Party shall be responsible for its respective legal and other costs incurred in relation to the negotiation, preparation and completion of this Agreement and the Transaction. The cost of stamp duty shall be borne and paid by the Buyer.

14.11. **Survival**

The following Clauses shall survive the termination of this Agreement:

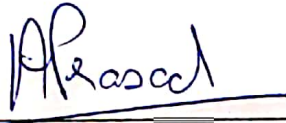
- (a) Clause 8 (Warranties);
- (b) Clause 10 (Confidentiality and Announcements);
- (c) Clause 12 (Notice);
- (d) Clause 13 (Governing Law and Dispute Resolution);
- (e) Clause 14.10 (Costs); and
- (f) Clause 14.11 (Survival).

*FOLLOWING PAGE IS THE SIGNATURE PAGE*

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

**Signed and delivered for and on behalf of:**

**VISIT HEALTH INC.**

  
\_\_\_\_\_

**Name:** ANURAG PRASAD

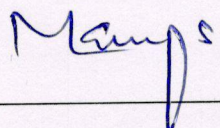
**Title:** DIRECTOR.

*Signature Page to the Share Purchase Agreement executed by and between Visit Health Inc, Docprime Technologies Private Limited, Visit Health Private Limited, Mr. Vaibhav Singh, Mr. Anurag Prasad, Mr. Chetan Anand and Mr. Shashvat Tripathi.*



Signed and delivered for and on behalf of:

DOCPRIME TECHNOLOGIES PRIVATE LIMITED

  
Name: MANOJ SHARMA

Title: DIRECTOR

*Signature Page to the Share Purchase Agreement executed by and between Visit Health Inc, Docprime Technologies Private Limited, Visit Health Private Limited, Mr. Vaibhav Singh, Mr. Anurag Prasad, Mr. Chetan Anand and Mr. Shashvat Tripathi.*

Signed and delivered for and on behalf of:

VISIT HEALTH PRIVATE LIMITED

Chetan Anand



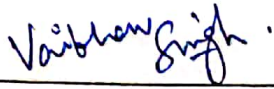
Name: CHETAN ANAND

Title: DIRECTOR

*Signature Page to the Share Purchase Agreement executed by and between Visit Health Inc, Docprime Technologies Private Limited, Visit Health Private Limited, Mr. Vaibhav Singh, Mr. Anurag Prasad, Mr. Chetan Anand and Mr. Shashvat Tripathi.*



**Signed and delivered by:**



**MR. VAIBHAV SINGH**

*Signature Page to the Share Purchase Agreement executed by and between Visit Health Inc, Docprime Technologies Private Limited, Visit Health Private Limited, Mr. Vaibhav Singh, Mr. Anurag Prasad, Mr. Chetan Anand and Mr. Shashvat Tripathi.*

**Signed and delivered by:**

Alrascel

**MR. ANURAG PRASAD**

*Signature Page to the Share Purchase Agreement executed by and between Visit Health Inc, Docprime Technologies Private Limited, Visit Health Private Limited, Mr. Vaibhav Singh, Mr. Anurag Prasad, Mr. Chetan Anand and Mr. Shashvat Tripathi.*

**Signed and delivered by:**

*Chetan Anand*

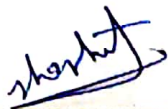
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**MR. CHETAN ANAND**

*Signature Page to the Share Purchase Agreement executed by and between Visit Health Inc, Docprime Technologies Private Limited, Visit Health Private Limited, Mr. Vaibhav Singh, Mr. Anurag Prasad, Mr. Chetan Anand and Mr. Shashvat Tripathi*



**Signed and delivered by:**



**MR. SHASHVAT TRIPATHI**

*Signature Page to the Share Purchase Agreement executed by and between Visit Health Inc, Docprime Technologies Private Limited, Visit Health Private Limited, Mr. Vaibhav Singh, Mr. Anurag Prasad, Mr. Chetan Anand and Mr. Shashvat Tripathi.*

## SCHEDULE I – DEFINITIONS

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/ or parentheses have the meanings so ascribed; and (ii) the following terms shall have the following assigned meanings:

“**Affiliate**” in relation to a Person,

- (a) being a corporate entity, shall mean any entity or Person, which Controls, or is Controlled by, or is Controlled by an entity or Person which Controls such Person;
- (b) being an individual shall mean any Relative or any other entity or Person which is Controlled by such Person or a Relative of such individual;
- (c) in any other case shall mean a Person Controlled by a Party/ies to this Agreement,

“**Agreement**” means this share purchase agreement together with the recitals and the Schedules and annexures attached hereto, and will include all amendments made to this Agreement from time to time in accordance with the provisions hereof;

“**Applicable Law**” shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law or approval, order or judgment of any authority, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing including anti-corruption laws and money laundering laws, by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the Effective Date;

“**Board**” shall mean the board of directors of the Company, as constituted from time to time;

“**Business**” shall mean the business of the Company, more particularly the business of providing healthcare and wellness services through the website and the mobile application of the Company and other services such as medical diagnostics, medical consultation, access to medical services, health risk assessment and personalized health journeys to the subscribers / customers of the Company;

“**Business Day**” shall mean a day (other than a Saturday or Sunday) on which banks are ordinarily open for the transaction of normal banking business in Haryana, India, New Delhi, India and Delaware, United States of America;

“**Buyer Warranties**” shall mean the warranties set out in Part B of Schedule XI (*The Warranties*) to be given by the Buyer to the Seller and the Founders on the date of this Agreement, and on the Closing Date;

“**Company Warranties**” shall mean the warranties set out in Part C of Schedule XI (*The Warranties*) to be given by the Company to the Buyer on the date of this Agreement, and on the Closing Date;

“**Charter Documents**” shall mean the Memorandum of Association and Articles of Association of a company or such other constitutional documents of a company;

“**Closing**” shall mean the completion, fulfilment and execution of the sale and purchase of the Sale Shares from the Seller to the Buyer, in accordance with actions set forth in Clause 6.2 (*Closing Actions*);

“**Closing Date**” shall mean the date on which Closing takes place;

“**Control**” shall mean with respect to any corporate entity either (a) the ownership of more than 50% of the voting shares of such entity including any shares which are voting only upon the occurrence of a

contingency where such contingency has occurred and is continuing or, where that contingency is the exercise of an option or other right, where such option or other right, is presently exercisable or (b) the right to appoint or remove a majority of its directors; or (c) the ability, through any agreement, understanding or practice to exercise, whether alone or jointly with others, control over such entity as set out in (a) and (b) above or the ability to direct the management and affairs of such entity;

**“Disclosure Letter”** means the letter of disclosure, dated as of the Effective Date hereof, providing specific disclosures against the relevant and specific Seller Warranties as contained in Schedule XI (The Warranties) except Fundamental Warranties in the form attached herewith as Schedule XVI (Disclosure Letter);

**“Encumbrance”** and its co-related word **“Encumber”** shall mean: (a) any mortgage, pledge, restriction, lien (including Tax liens), charge (whether fixed or floating), pre-emptive right, hypothecation, assignment, deed of trust, title retention, right of set-off or counterclaim, security interest or other encumbrance, security letter or arrangement of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including without limitation, any right granted by a transaction which, in legal terms, is not the granting of security which has an economic or financial effect similar to the granting of security under Applicable Law; (b) purchase or option agreement or arrangement, right of first refusal, right of first offer or any other similar right; (c) subordination agreement or arrangement; (d) agreements to create or effect any of the foregoing; (e) interest, option, or transfer restriction in favour of any Person; and (f) any adverse claim including as to title, possession or use;

**“Fundamental Warranties”** shall mean warranties set out in paragraph (I) of Part A of Schedule XI (The Warranties).

**“Governmental Authority”** shall mean any nation or government or any province, state or any other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of India, , or of any other applicable jurisdiction, any court, tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange or body or authority regulating inflow and outflow of foreign exchange;

**“INR”** shall mean Indian Rupees, the lawful currency of India;

**“Intellectual Property Right(s)”** shall mean all patents, inventions (whether or not patentable), invention disclosures, developments, patent applications which either are based on a priority claim from the patents or patent applications and any extensions and improvements thereof, brands (whether or not registered), copyrights (including rights in computer software), database rights including any and all data and collections of data, rights in know-how, trade mark, logo, trade secrets and confidential information, registered design or other design rights, descriptions, flow-charts and other work product used to design, plan, organise and develop any of the foregoing and all documentation, including user manuals and training materials, related thereto;

**“IT Act”** shall means the (Indian) Income Tax Act, 1961, as may be amended or supplemented from time to time including any statutory modifications or re-enactment thereof together with all applicable bye-laws, rules, regulations, orders, ordinances and the like issued thereunder;

**“Long Stop Date”** shall mean 30 (thirty) days from the Effective Date or such other extended date as may be mutually agreed between Parties, it being clarified that in case any approval is required by from any Governmental Authority in order to give effect to the transactions contemplated in the Transaction Documents, the Long Stop Date shall be extended by the time taken to receive such approvals;

**“Material Adverse Effect”** shall mean:

- (a) any event, occurrence, fact, condition, change, development or effect (including any change in Applicable Law, whether or not such change is then effective) that is, or could reasonably be expected to become, individual or in the aggregate, materially adverse to the Business, operations, results of operations, condition (financial or otherwise and including any material increase in provisions), prospects, properties (including intangible properties), assets or liabilities of the Company; or
- (b) material impairment of the ability of the Seller, and/or the Company to perform their respective obligations contemplated under the Transaction Documents, or to execute or be bound by the terms and conditions contained in the Transaction Documents;

**“Ordinary Course of Business”** shall mean an action taken in the ordinary course of the Company’s normal day-to-day operations, in accordance with sound and prudent Business practices and which is consistent with past practice and existing policies of the Company

**“Person”** shall mean any individual, joint venture, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or other body (whether incorporated or not), Hindu undivided family, union or association, and shall include their respective successors and in the case of an individual shall include his/her heirs, legal representatives, administrators and executors and in the case of a trust shall include the trustee or the trustees for the time being;

**“RBI”** shall mean the Reserve Bank of India;

**“Relative”** shall have the meaning ascribed to it under the (Indian) Companies Act, 2013;

**“Related Party”** shall have the meaning ascribed to it under the (Indian) Companies Act, 2013;

**“Seller Bank Account”** shall have the meaning ascribed to it under Schedule V (*Seller Bank Account Details*);

**“Seller Warranties”** shall mean the warranties set out in Part A of Schedule XI (*The Warranties*) to be given by the Seller and the Founders to the Buyer on the date of this Agreement, and on the Closing Date;

**“Shareholder”** shall mean a shareholder of the Company;

**“Shareholders’ Agreement”** means the shareholders’ agreement of even date executed by and between the Buyer, Founders and the Company;

**“Specific Indemnity Matter”** means any of such events as provided under Schedule XII (*Specific Indemnity Matters*) hereto;

**“Taxation”** or **“Tax”** shall mean:

- (a) any forms of tax, levy, duty, charge, contribution, impost, withholding, deduction or other amount in the nature of a tax, whether of India or elsewhere, payable to or imposed by any Taxation Authority; and
- (b) all charges, interest, penalties and fines relating to any tax falling within paragraph (a) above or which arise as a result of the failure to pay any tax on the due date or to comply with any obligation relating to tax, and includes corporate tax, income tax, capital gains tax, customs import and excise duties, goods and services tax, minimum alternate tax, stamp duty, and any

other payment whatsoever that any Person is or may be bound to make to any Taxation Authority and which is or purports to be in the nature of tax;

**“Taxation Authority”** shall mean any revenue, customs, fiscal, governmental, statutory, local, state or provincial authority, body or Person having power or authority to impose, administer or collect any Taxation, whether in India or elsewhere;

**“Transaction”** shall have the same meaning ascribed to it in the Shareholder’s Agreement;

**“Transaction Documents”** shall the following:

- (i) this Agreement
- (ii) Shareholders’ Agreement
- (iii) any other share purchase agreement with any Affiliate of the Company which are being executed on or after the Effective Date;
- (iv) employment agreement executed with each of the Founders;
- (v) all the documents in respect of the grant of stock options to the Founders and the employees of the Company and any other contract/document; and
- (vi) Amended Charter Documents of the Company and VISPL.

**“Transfer”** shall mean to sell, gift, give, assign, transfer, abandon, lease, license, transfer of any interest in trust, mortgage, alienate, hypothecate, pledge, Encumber, grant a security interest in, amalgamate, merge or suffer to exist (whether by operation of law or otherwise) any Encumbrance or otherwise dispose on any right, title or interest therein or otherwise dispose of in any manner whatsoever voluntarily or involuntarily;

**“Updated Disclosure Letter”** means the updated letter of disclosure, dated as of the Closing Date, delivered to the Buyer, which sets out the specific disclosures against the relevant and specific Seller Warranties except Fundamental Warranties with respect to any developments that have occurred only during the period between the Effective Date and the Closing Date, and in the form as acceptable to the Buyer. It is clarified that the Updated Disclosure Letter will be provided to the Buyer along with the CP Completion Certificate;

**“Visit App”** shall mean the mobile application developed by the Company through which the Company facilitates and offers health benefits and wellness services, medical diagnostics, medical consultation, access to medical services, health risk assessment and personalized health journeys to the subscribers / customer of the Company;

**“Warranties”** shall mean the Buyer Warranties, Company Warranties and the Seller Warranties.

For the purposes of this Agreement, the following terms have the meanings specified in the indicated Clauses of this Agreement

Term	Clause
Anti-Corruption Law	Paragraph 4.4 of Section (II) of Part A of Schedule XI ( <i>The Warranties</i> )
Basket Threshold	Clause 9.12.3
Buyer Nominee Directors	Paragraph 3.1.8 of Schedule IX ( <i>Closing Actions</i> )
CP Completion Certificate	Clause 4.4



<b>Term</b>	<b>Clause</b>
Anti-Corruption Law	Paragraph 4.4 of Section (II) of Part A of Schedule XI ( <i>The Warranties</i> )
Basket Threshold	Clause 9.12.3
Buyer Nominee Directors	Paragraph 3.1.8 of Schedule IX ( <i>Closing Actions</i> )
Company Warranties Indemnifying Parties	Clause 9.2
Conditions Precedent	Clause 4.1
Consideration	Clause 3.1
Claim Event	Clause 9.2
Claim Event Notice	Clause 9.2
Defaulting Party	Clause 6.3
De Minimis Threshold	Clause 9.12.2
Disputes	Clause 13.2.1
Employee Funds	Paragraph 19.7 of Section (II) of Part A of Schedule XI ( <i>The Warranties</i> )
ESOP 2021	Paragraph 1.1.4 of Schedule VI ( <i>Condition Precedent</i> )
Founder Director	Paragraph 3.1.7 of Schedule IX ( <i>Closing Actions</i> )
Grossed Up Amount	Clause 9.9
Indemnified Party	Clause 9.1
Indemnified Parties	Clause 9.1
Indemnifying Parties	Clause 9.11
Indemnity Claim	Clause 9.3
Licences	Paragraph 5.1 of Section (II) of Part A of Schedule XI ( <i>The Warranties</i> )
Loss	Clause 9.1
Losses	Clause 9.1
MCIA	Clause 13.2.3
MCIA Rules	Clause 13.2.3
Specific Indemnity Matter Claim	Clause 9.8.2
Specific Indemnity Matter Claim Notice	Clause 9.8.2
Specific Indemnity Matter Claim Payment Period	Clause 9.8.3
SM-ESOP 2021	Paragraph 1.1.4 of Schedule VI ( <i>Condition Precedent</i> )
Non-defaulting Party	Clause 6.3
Notice	Clause 12.1
Proceedings	Clause 9.1
Sale Shares	Recital B
Seller Warranties Indemnifying Parties	Clause 9.1
Third-Party Claim	Clause 9.4.1
Third Party Claim Notice	Clause 9.4.1

## **SCHEDULE II | INTERPRETATION**

1. The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meanings ascribed to them under the relevant statute/legislation.
2. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the Effective Date) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
3. Any reference to a document in “Agreed Form” is to a document in a form agreed between the Parties and initialled for the purpose of identification by or on behalf of each of them (in each case with such amendments as may be agreed by or on behalf of the Parties).
4. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
5. References to Recitals, Clauses, and Schedules shall, unless otherwise repugnant to the context, be deemed to be references to recitals, clauses, and schedules of this Agreement.
6. The Recitals, and Schedules form an integral part of this Agreement.
7. Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the annexures hereto and shall be ignored in construing the same.
8. References to days, months and years are to calendar days, calendar months and calendar years, respectively.
9. Any word attributing knowledge, information, belief or awareness of any Person shall be deemed to include the knowledge, information, belief or awareness of such Person after examining all information and conducting a reasonably comprehensive investigation concerning the existence of the fact or matter.
10. Any reference to “writing” shall include printing, typing, lithography, transmissions by facsimile or in electronic form (including e-mail) and other means of reproducing words in visible form but shall exclude messages via mobile devices/smart phone or messages of a similar nature.
11. The words “include” and “including” are to be construed without limitation.
12. No provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.
13. If there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the Schedules, the term in the body of this Agreement shall take precedence.

**SCHEDULE III | DETAILS OF FOUNDERS**

<b>Serial No.</b>	<b>Name of the Founder</b>	<b>PAN</b>	<b>Address</b>
1.	Mr. Vaibhav Singh	FWYPS0999P	Plot 115, Phase 1, Ashiana Nagar, Patna – 800025, Bihar, India.
2.	Mr. Anurag Prasad	BMDPP7146N	F-20, Lake View Apartments, 273 Parnasree Pally, PO&PS-Parnasree Behala, Kolkata – 700060, West Bengal, India.
3.	Mr. Chetan Anand	BCHPA5177J	House No. 94, Tara Nagar, Chas, Bokaro - 827013, Jharkhand, India.
4.	Mr. Shashvat Tripathi	AKRPT0604J	2103 Tower 1, Imperial Court, Jaypee Wishtown, Sector 128, Noida -201317, Uttar Pradesh,.

## SCHEDULE IV | CAPITAL STRUCTURE

### Part A: Shareholding Pattern of the Company as on the Effective Date

Sr. No.	Name of the Shareholder	Number of Shares	Percentage Shareholding
1.	Seller	270,782	99.9996%
2.	Mr. Vaibhav Singh	1	0.0004%
	<b>TOTAL</b>	<b>270,783</b>	<b>100%</b>

### Part B: Shareholding Pattern of the Company immediately prior to Closing the Transaction

Sr. No.	Name of the Shareholder	Number of Shares	Percentage Shareholding
1.	Seller	270,782	99.9999%
2.	Mr. Vaibhav Singh	1	0.0004%
3.	Mr. Chetan Anand	1	0.0004%
4.	Mr. Shashvat Tripathi	1	0.0004%
5.	Mr. Anurag Prasad	1	0.0004%
	<b>TOTAL</b>	<b>270,786</b>	<b>100%</b>

### Part C: Shareholding Pattern of the Company immediately after Closing the Transaction

Sr. No.	Name of the Shareholder	Number of Shares	Percentage Shareholding
1.	Buyer	270,782	99.9999%
2.	Mr. Vaibhav Singh	1	0.0004%
3.	Mr. Chetan Anand	1	0.0004%
4.	Mr. Shashvat Tripathi	1	0.0004%
5.	Mr. Anurag Prasad	1	0.0004%
	<b>TOTAL</b>	<b>270,786</b>	<b>100%</b>

## **SCHEDULE V | SELLER BANK ACCOUNT DETAILS**

Bank Name	:	Silicon Valley Bank
Branch	:	Santa Clara
Account Number	:	3302390667
SWIFT Code	:	SVBKUS6S

## SCHEDULE VI | CONDITIONS PRECEDENT

The obligation of the Buyer to purchase the Sale Shares from the Seller shall be subject to the fulfilment, waiver or deferral of the Conditions Precedent set out below, at or prior to the Closing:

### 1. Company's Conditions Precedent:

1.1. The Company shall and the Seller and Founders shall procure that the Company:

- 1.1.1. provides the Buyer with the certified true copy of resolutions approving the execution, delivery and performance of each Transaction Document to which the Company is a party;
- 1.1.2. has issued 1 (one) equity share each to Mr. Chetan Anand, Mr. Anurag Tripathi and Mr. Shashvat Tripathi by way of rights issue as provided under section 62(1)(a) of the Act and have filed PAS -3 with Registrar of Companies Act, 2013. A certified true copy of Board resolution, letter of offer, letter of renunciation, letter of acceptance and duly filed PAS-3 shall be provided to the Buyer by the Company;
- 1.1.3. has finalised and approved the agreed form of the employment agreement to be executed with each of the Founders (to the satisfaction of the Buyer);
- 1.1.4. has finalised and approved the agreed form of employee stock option plan ("**ESOP 2021**") and senior management stock option plan ("**SM-ESOP 2021**")
- 1.1.5. has executed the addendum to service agreement for newly launched services with HDFC Asset Management Company Limited dated May 07, 2021 with appropriate stamp duty and provide copy of the agreement to the Buyer;
- 1.1.6. has caused each of the Founders and Visit Internet Services Private Limited to provide the Buyer with a duly signed no claims and no dues letter in respect of the Intellectual Property Rights related to the Business of the Company;
- 1.1.7. has passed a resolution in the meeting of its Board of directors terminating the nodal agreements with Yes Bank Limited. A certified true copy of the resolution shall be provided by the Company to the Buyer;
- 1.1.8. has certified that all the warranties as on the Closing Date shall be true, complete and accurate;
- 1.1.9. has certified that no disputes, proceedings, petitions or claims, or any investigations, inquiries or assessment proceedings by a Governmental Authority shall have been instituted or, to the extent the Seller or the Company are aware, threatened, prior to or on the Closing Date before any Governmental Authority pertaining to the Transaction, the result of which, if adversely determined, would prevent or make illegal the consummation of the Transaction;

- 1.1.10. has certified that there shall have been, as on the Closing Date, no event or condition of any character that have or would reasonably be expected to constitute a Material Adverse Effect; and
- 1.1.11. has obtained a valuation certificate for the Sale Shares as required under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, and provide a certified true copy thereof to the Buyer.
- 1.1.12. has obtained a certificate from a chartered accountant confirming the Tax fair value of the Sale Shares of the Company computed in accordance with Rule 11UA of Income Tax Rules, 1962.

**2. Seller's Conditions Precedent:**

- 2.1. Seller shall have duly carried out all corporate procedures that are required to be carried out under Applicable Law in connection with the Transaction;
- 2.2. Seller shall provide a Tax computation, issued by an accountant of international repute, certifying the Tax to be withheld by the Buyer;
- 2.3. Seller shall provide a copy of the Tax residency certificate of the Seller providing the details of Tax residency of the Seller; and
- 2.4. Seller shall provide a certified draft of Form 15CB under the Income Tax Rules, 1962 and such information and documents as required by the Buyer in relation to the filing of Form 15CA under the Income Tax Rules, 1962.

**3. Buyer's Conditions Precedent:**

- 3.1. Buyer shall provide the Company and the Seller the certified true copy of the resolution passed by the board of directors of the Buyer approving the execution, delivery and performance of each Transaction Document to which the Buyer is a party;
- 3.2. Buyer shall procure all the documents to be attached with Form FC-TRS and Form DI and shall have been finalised in the agreed form to the satisfaction of the Category I Authorised Dealer Bank; and
- 3.3. Agree on the format of share purchase agreement with the Founders to purchase all the securities of Visit Internet Services Private Limited from the Founders.

**4. Founder's and Buyer's Conditions Precedent:**

- 4.1. The Parties shall agree on the format of share purchase agreement with the Buyer to sell all the securities of Visit Internet Services Private Limited to the Buyer.

**SCHEDULE VII | FORMAT OF CP COMPLETION CERTIFICATE**

[Date]

To,

**Re: Share Purchase Agreement dated [●], (the “Agreement”)**

Dear Sir,

In this letter, all capitalized terms used but not defined shall have the meaning given to them under the Agreement.

In terms of Clause [●] and Schedule [●] of the Agreement, we hereby certify and confirm to you, that the following Conditions Precedent to be fulfilled by the Seller and the Company have been fulfilled:

1. *[insert details of Conditions Precedent fulfilled]*
2. *[insert details of Conditions Precedent fulfilled]*

[We acknowledge that the following Conditions Precedent have been waived by the Buyer by its letter dated [●]:

1. *[insert details of Conditions Precedent waived]*
2. *[insert details of Conditions Precedent waived]*

[We acknowledge that the following Conditions Precedent have been deferred by the Buyer by its letter dated [●]:

1. *[insert details of Conditions Precedent deferred]*
2. *[insert details of Conditions Precedent deferred]*

Copies of the relevant documents evidencing the satisfaction of the Conditions Precedent are enclosed herewith. Capitalised terms used herein but not defined shall have the meaning ascribed to them under the Agreement.

Sincerely,

**For VISIT HEALTH INC.**

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Authorised Signatory

**For VISIT HEALTH PRIVATE LIMITED**

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Authorised Signatory

Place:

Date:

Encl: As above

**SCHEDULE VIII | STANDSTILL OBLIGATIONS**

**Part A | Conduct Between Effective Date and Closing Date**

1. Conduct the Business of the Company only in the Ordinary Course of Business.



2. Take all reasonable steps to preserve its assets, and books and records.
3. Materially comply with all Applicable Laws, contractual obligations and obligations under all contracts to which it may be subject.
4. Continue to maintain capital expenditure, as is incurred by any Company or the Seller in the Ordinary Course of Business.
5. To the extent reasonably practicable, continue to maintain the existing relationship and goodwill with its suppliers, customers, creditors, agents and others having Business relationships with it and maintain all governmental approvals which are required to carry on the Business of any Company.

#### **Part B | Restricted Matters**

1. Declare, pay or make any dividend or distributions (whether in cash, securities, property, interest payments, fees, royalties, or otherwise) on any class of securities of any of the Company.
2. Enter into any action, commitment or transaction or undertake actions which would otherwise constitute a violation or breach of: (a) any of the Seller Warranties, or (b) any of the Company Warranties, or (c) any terms or conditions contained in this Agreement.
3. Enter into, modify, waive benefits, or terminate any contract (including with any Affiliate or Related Party), including with respect to any loan or other financing arrangement, affecting any part of business of any Company or enter into any unusual or onerous contract which has the effect of creating a monetary obligation on any Company above INR 10,00,000 (Indian Rupees Ten lakh) in the aggregate.
4. Acquire any assets, shares or other interest of any Person or other venture or make any financial investments above INR 10,00,000 (Indian Rupees Ten Lakh) or enter into a contract to do so.
5. Borrow money or incur any indebtedness save and except any action taken by any Company pursuant to any sell-down by any lender of any existing borrowings of such Company, or other than in the Ordinary Course of Business, pay any bonuses or advances against salaries above INR 10,00,000 (Indian Rupees Ten Lakh), or make or enter into any contract to make to the Seller or its respective Related Parties or Affiliates, including: (i) make any other cash payments or other distributions to its Shareholders and/or any Affiliate of its Shareholders; (ii) borrow any loans or advances; or (iii) forgiving or waiving any liability, indemnity or debt of any kind.
6. Create any Encumbrance on any of the Sale Shares or its assets (or part thereof) or redeem, discharge, satisfy, or release any Encumbrance or give any guarantees or indemnities (except in the Ordinary Course of Business), other than as expressly set out in this Agreement. Alter its share capital in any manner including through issuance, allotment, repurchase, redemption, alteration, reorganisation, assignment or Transfer of any securities or grant any option or right to subscribe in respect of any securities or loan capital of any Company, other than as required under this Agreement.
7. Institute or settle any litigation or enter into any settlement, compromise, arrangement or agreement in connection with any dispute, claim, demand, liability or obligation other than in the Ordinary Course of Business.
8. Dissolve, wind-up or liquidate the Seller and /or the Company, whether or not voluntary, or enter into any restructuring or reorganisation which would have a similar effect.

9. Change the internal or statutory auditors of the Company or make any changes to the accounting or Tax policies or principles used by it from those applied in the preparation of the audited accounts.
10. Make any submissions and/or attend any hearings in relation to any Tax assessments, it being clarified that the Buyer shall inform the Seller of its decision within 5 (five) Business Days of the Seller informing the Buyer of the same.
11. Make any material applications or material filings with any Governmental Authority whether in connection with fulfilment of the Conditions Precedent or otherwise, it being clarified that the Buyer shall inform the Seller of its decision within 5 (five) Business Days of the Seller informing the Buyer of the same.
12. Amend the Charter Documents except as required pursuant to this Agreement.
13. Delay the payment of any trade payables or accelerate the payment of any trade receivables save and except in the Ordinary Course of Business
14. Incur or pay any management charge or make any other payment to any director and/or employees, except for due and payable salaries and incentives.
15. Terminate any existing insurance policies, and/or renew any existing insurance policies on terms which are materially different from the current terms.
16. Make any change in the accounting and/or Tax policies or principles used by it from those applied in the preparation of the audited accounts.
17. Enter into any new business or change the nature of any business of any Company or the manner in which any business of any Company is being undertaken as on the Effective Date.
18. Agree or otherwise commit to take any actions or definitive steps to give effect to any of the matters described in the foregoing provisions of this Part B of Schedule VIII (Standstill Obligations)

## **SCHEDULE IX | CLOSING ACTIONS**

### **1. Seller's obligations at Closing:**

#### **1.1. The Seller shall deliver to the Buyer:**

- 1.1.1 the original or duplicate share certificates, as the case may be, pertaining to the Sale Shares;
- 1.1.2 the share transfer forms in Form SH-4, duly signed by the Seller and Buyer, wherein the Buyer shall have affixed adequate stamp duty;
- 1.1.3 a certified copy of the minutes of a duly held meeting of the directors of the Seller authorizing the sale of the Sale Shares and the execution of the Transfers in respect of the Sale Shares;

#### **1.2. The Seller cause the Company to convene a meeting of its board to undertake activities specified hereinbelow in Para 3 (Company's Obligations).**

#### **1.3. The Seller shall deliver to the Buyer particulars of the balances of all bank accounts of the Company showing the cash position as at the Closing Date.**

### **2. Buyer's obligations at Closing**

#### **2.1. The Buyer shall:**

- 2.1.1. pay the Consideration into the Seller Bank Account by electronic transfer of funds (after deduction of withholding Taxes, if any) and shall deliver to the Seller, a copy of the wire transfer instructions issued by the Buyer's bank for the remittance of the Consideration to the bank account of the Seller; and
- 2.1.2. deliver to the Seller a certified copy of the minutes of a duly held meeting of the directors of the Buyer authorizing the purchase of the Sale Shares and the execution of the Transfers in respect of the Sale Shares.

### **3. Company's obligations at Closing**

#### **3.1 The Company shall and the Founders shall cause the Company to convene a Board meeting to:**

- 3.1.1 take the Transaction on record;
- 3.1.2 approve and adopt the ESOP 2021 and the SM-ESOP 2021 (as approved by the Buyer), execute and approve the trust deed for ESOP 2021 and SM-ESOP 2021 and other related documents and create an employee stock option pool and the senior management stock option pool.
- 3.1.3 approve and issue grant letters to each of the Founders as per the SM-ESOP 2021 in the format approved by the Buyer.
- 3.1.4 approval of the amended articles of association of the Company (as approved by the Buyer for adoption by the Company) incorporating the provisions of

Shareholders' Agreement subject to approval of the Shareholders at a general meeting of the Company;

- 3.1.5 update its register of members to record the name of the Buyer as the holder of Sale Shares and register of share transfer to record the Transfer of Sale Shares.
  - 3.1.6 revoking all existing authorities in respect of the operation of its bank accounts (including net banking) and giving authority in favour of such persons as Buyer may nominate to operate such accounts (including net banking);
  - 3.1.7 approving the appointment of the Founders as directors on the Board of the Company ("**Founder Directors**");
  - 3.1.8 approving the appointment of persons nominated by the Buyer as directors on the Board of the Company and committees of the Company (the "**Buyer Nominee Directors**");
  - 3.1.9 making necessary entries in the register of directors to record appointments of the Founder Director and Buyer Nominee Directors; and
  - 3.1.10 approval for convening an extra ordinary general meeting of the Shareholders of the Company, at shorter notice, for regularising the appointment of the Founder Director and Buyer Nominee Directors, approving the ESOP 2021 and the SM-ESOP 2021 and creation of an employee stock option pool and the senior management stock option pool and approval for adopting the amended articles of association of the Company.
- 3.2 A meeting of the Shareholders of the Company shall be convened by the Company at a shorter notice where resolutions shall be passed for: (a) approving the amended articles of association of the Company (as approved by the Buyer for adoption by the Company) incorporating the provisions of Shareholders' Agreement; and (b) approve the appointment of Founder Directors and Buyer Nominee Directors (c) approving the ESOP 2021 and the SM-ESOP 2021 (as approved by the Buyer) and creation of an employee stock option pool and the senior management stock option pool.
- 3.3 Certified true copies of all the resolutions passed at Closing shall be forthwith provided to the Buyer after the conclusion of the Board meeting contemplated at Paragraph 3.1 and 3.2 of this Schedule IX (*Closing Actions*).
- 3.4 The Company shall have executed an employment agreement with each Founder in a form and manner as acceptable to the Buyer and shall have issued to each of the Founders the employee stock options are agreed; and
- 3.5 Company to file e-form DIR-12 with the relevant Registrar of Companies in relation to appointment of Founder Nominee Director and Buyer Nominee Directors on the Board of the Company.

## **SCHEDULE X | CONDITIONS SUBSEQUENT**

### **1. Company's Conditions Subsequent**

1.1. Unless otherwise provided, the Company shall within 30 (thirty) days of the Closing Date:

- 1.1.1 File Form MGT - 14 with the relevant Registrar of Companies with respect to adoption of the articles of association and appointment of Buyer Nominee Director or any such special resolution by the Shareholders at a general meeting as required under this Agreement, for all such relevant resolutions, in accordance with Section 117 of the Companies Act, 2013 and rule 24 of the Companies (Management and Administration) Rules, 2014;
- 1.1.2 File with the authorised dealer the duly executed Form FC-TRS, along with the final, duly executed documents, and obtain the due acknowledgment and endorsement of the Form FC-TRS from the authorized dealer with respect to the Sale Shares;
- 1.1.3 Make best efforts to execute amendment agreements in respect of the following to provide for a limitation of liability in respect of indemnity thereunder when such agreements are required to be renewed:
  - 1.1.3.1 Agreement with HDFC Asset Management Company dated August 27, 2019;
  - 1.1.3.2 Service provider agreement with ICICI Prudential Life Insurance Company Limited dated March 04, 2021;
  - 1.1.3.3 Service Agreement with 09 Solutions Management India Private Limited dated August 21, 2020;
  - 1.1.3.4 Service Agreement with Rolls-Royce India Private Limited dated May 06, 2021;
  - 1.1.3.5 MoU with Vipul MedCop Insurance TPA Private Limited dated July 30, 2020;
- 1.1.4 Make best efforts to renegotiate the terms of the following agreements with HDFC Ergo Health Insurance Limited, SBI General Insurance Company, Bharti Axa General Insurance Limited and Acko General Insurance Limited to provide for mutual indemnity and limit the liability in respect of the indemnity given by the Company thereunder, when due for renewal;
- 1.1.5 Make best efforts to renegotiate the terms of the following agreements to remove the unilateral right to terminate given to the counter party thereunder at the time of renewal of such agreements:
  - 1.1.5.1 Service agreements with Experian Services India and Experian Credit Information Company of India Private Limited dated May 15, 2021;
  - 1.1.5.2 Service agreement with General Mills India Private Limited dated August 25, 2020;

- 1.1.6 Make best efforts to appoint a point of contact to interface with CERT-In as required under the Information Technology (Indian Computer Response Team and Manner of Performing Functions and Duties) Rules, 2013, within 4 (four) months from the Closing Date
- 1.1.7 Make best efforts to execute fresh agreements/ memorandum of understanding/ renewal agreements with the hospitals and diagnostic centres mentioned in Schedule XIV (List of Hospitals and Diagnostic Centres);
- 1.1.8 Make best efforts to renegotiate the terms of the original agreements with the hospitals and diagnostic centres mentioned in Schedule XV (Hospital Agreements with Unlimited Liability) in order to provide for a limitation of liability and mutual indemnity thereunder at the time of renewal of such agreements;
- 1.1.9 Make best efforts to execute a duly stamped fresh agreement with Care Health Insurance Company Limited at the time of renewal and the agreement to provide for limitation of liability in respect of indemnity and unilateral right of the Company to terminate. A copy of the agreement to be provided to the Buyer;
- 1.1.10 Make best efforts to execute fresh duly stamped agreements with CPP Assistance Private Limited and NXP India Private Limited to provide for unilateral right of termination without cause by VHPL, mutual indemnity obligations and limit the liability in respect of the indemnity that will be required to be given by Company thereunder, when the agreements with CPP and NXP are scheduled for renewal;
- 1.1.11 Make best efforts to execute a fresh duly stamped agreement with Tim Delhi Airport Advertising Private Limited at the time of renewal and the agreement to provide for limitation of liability in respect of indemnity and unilateral right of the Company to terminate. A copy of the agreement to be provided to the Buyer; and
- 1.1.12 Adopt internal policies including but not limited to an employment policy, employee handbook and equal opportunity policy.
- 1.1.13 has attached a note in form MGT-7 for the Financial Year 2020-2021 to state the date of Board meetings held in the Financial Year 2018-2019 have not captured in the form MGT -7 filed for Financial Year 2018-2019, within 60 days from the date of annual General Meeting.
- 1.1.14 has provided the Buyers with the acknowledgment of approval of form FC-TRS in respect of shares transferred from Mr. Chetan Anand to the Seller in the year 2018, upon receipt.

## 2. Buyer's Condition Subsequent

- 1.2. The Buyer shall within 30 (thirty) days of the Closing Date file with the authorised dealer the duly executed Form DI, along with the final, duly executed documents, and obtain the due acknowledgment and endorsement of the Form DI from the authorized dealer with respect to the downstream investment.

- 1.3. The Buyer shall within 3 (three) months of the Closing Date or such other period that may be agreed with the Founders purchase all securities of Visit Internet Private Limited and shall ensure that it has sufficient amounts to ensure such purchase.

3. **Seller's Condition Subsequent**

- 1.4. Within 10 (ten) days of filing the Tax returns, the Seller shall submit a copy of its Tax return declaring the capital gains tax paid in relation to the Sale Shares to the Buyer.

4. **Founder's and Buyer's Condition Subsequent**

- 1.5. The Founders shall within 3 (three) months of the Closing Date or such other period that may be agreed with the Buyer sell all securities of Visit Internet Services Private Limited to the Buyer. The Buyer shall purchase all the securities of Visit Internet Services Private Limited within such period, which is a material obligation and shall not be breached.

## **SCHEDULE XI | WARRANTIES**

### **PART A- Seller Warranties**

#### **(I) FUNDAMENTAL WARRANTIES**

Each of the Seller and the Founders, jointly and severally, represents and warrants in respect of the Company to the Buyers that the following representations and warranties are true and correct and not misleading, as of the Effective Date, subject to the Disclosure Letter and shall be deemed to be repeated and true, correct and not misleading as at the Closing Date and acknowledge that the Buyer is entering into the Transaction Documents relying on such representations, warranties and undertakings, which have constituted a material inducement to the Buyer to enter into the Transaction Documents:

##### **1. Sale Shares**

- 1.1. The Sale Shares are properly allotted / acquired and constitute 99.99% of the paid-up, issued and allotted share capital of the Company and are fully paid up.
- 1.2. The Seller is the sole legal and beneficial owner of the Sale Shares free of Encumbrances.
- 1.3. There is no agreement or commitment to give or create any Encumbrance on or over the Sale Shares and no Person has made any claim to be entitled to any right over or affecting the Sale Shares and is not subject to any restriction or restraint on the Transfer of the Sale Shares (including as a result of the application of Section 281 of the Income Tax Act, 1961).
- 1.4. The Buyer will acquire a valid and marketable title to the Sale Shares delivered by the Seller to the Buyer pursuant to this Agreement will be, when delivered, duly authorized, fully paid-up and will be free and clear of all Encumbrances.
- 1.5. There are no proceedings or outstanding demands relating to Taxes that are pending against the Seller under the Income Tax Act, 1961 that necessitates obtaining a certificate under section 281 of the Income Tax Act, 1961.
- 1.6. The Seller holds, and has always held, the Sale Shares as a “capital asset” on “investment account” and not on “trading account” or “stock-in-trade” and the gains arising on sale of the Sale Shares, if any, would be taxable in its hands as ‘capital gains’ under the Income Tax Act, 1961.

##### **2. Capacity and Authority**

- 2.1. Each of the Founders are competent to and have the respective capacity to enter into, execute and deliver this Agreement and to perform their respective obligations and the transactions contemplated hereunder.
- 2.2. The Seller is a company duly incorporated and organised and validly existing under the laws of Delaware, United States of America and has the right, power and authority to execute and deliver, and to exercise its rights and perform its obligations under this Agreement.
- 2.3. The execution and delivery of and the performance of its respective obligations under this Agreement will not result in a breach of or constitute a default under any instrument to which the Seller and/or the Founders are a party or by which the Seller and/or the Founders are bound or result in a breach of any order, judgment or decree of any court or Governmental Authority



to which the Seller and/or the Founders are a party or by which the Seller and/or the Founders are bound.

- 2.4. Upon execution and delivery of this Agreement, this Agreement shall constitute a legal, valid and binding obligation on each of the Seller and the Founders, enforceable against such Seller and Founders in accordance with its terms.
- 2.5. Unless otherwise specified, the Transaction, the Seller is permitted under the “automatic route” as contemplated under the Foreign Exchange Management Act, 1999 and regulations framed thereunder, and does not require the prior approval of any Governmental Authority.
- 2.6. No event has occurred or is subsisting, or to the best knowledge of the Seller and/or the Founders, is threatened, in relation to the Seller and/or the Founders, which has the effect of the Seller and/or the Founders being (or taken to be under Applicable Law) unable to pay its debts or becoming subject to any bankruptcy proceedings.

### **3. Company authorisations**

- 3.1. The Company is duly incorporated and validly existing under the laws of India.
- 3.2. The Company has full power, authorisations, permissions, licenses, consents and approvals to enter into, execute and deliver this Agreement and to perform its obligations and the transactions contemplated hereunder.
- 3.3. This Agreement has been duly executed and delivered by the Company and valid and binding obligations on the Company and is enforceable in accordance with its terms.
- 3.4. Neither the execution, delivery and/or performance of this Agreement by the Company, nor the performance of the Transactions contemplated in this Agreement by the Company will:
  - 3.4.1. violate any provision of its Charter Documents;
  - 3.4.2. constitute a material default under, any material agreement to which the Company is a party, or by which it is bound to give any third party a right to terminate; or
  - 3.4.3. result in the violation of any Applicable Law, or violate any court order, judgment, injunction, award, decree or writ against, or applicable to or binding upon, the Company.
- 3.5. The Company has not taken any action, and no other steps have been taken or legal proceedings commenced or threatened against it for its winding up or dissolution or for it to enter into any arrangement or composition with its creditors, or for the appointment of an administrative receiver, administrator, trustee or similar officer of it or any of its properties, revenues or assets.

### **4. Constitution and structure of the Company**

- 4.1. The information set out in Schedule IV (*Capital Structure*) is complete and accurate.

## **(II) OPERATIONAL WARRANTIES**

Save and except to the extent of the disclosures set out in the Disclosure Letter and/or the Updated Disclosure Letter, each of the Seller and the Founders, jointly and severally, represents and warrants in respect of the Company and Sellers (as mentioned) to the Buyer that the following representations and

warranties are true and correct and not misleading, as of the Effective Date and shall be deemed to be repeated and true, correct and not misleading as at the Closing Date and acknowledge that the Buyer is entering into the Transaction Documents relying on such representations, warranties and undertakings, which have constituted a material inducement to the Buyer to enter into the Transaction Documents:

**1. Constitutional and Corporate Matters**

- 1.1. The Company and its Shareholders (i.e., the Seller and Mr. Vaibhav Singh) have complied with and are not in material breach of its Charter Documents.
- 1.2. The Company is not in breach of the terms of any of the shareholders', joint venture agreements and/or any other voting arrangements in relation to its shares.
- 1.3. The Charter Documents fully set out the rights and restrictions attaching to the shares of the Company.
- 1.4. Except for as contemplated in the Charter Documents, no voting or similar agreements exist in relation to the shares of the Company.
- 1.5. The designations, powers, preferences, rights, privileges, qualifications, limitations, and restrictions in respect of the shares of the Company are in accordance with Applicable Law and are set forth in its Charter Documents and all such designations, powers, preferences, rights, privileges, qualifications, limitations, and restrictions are valid, binding and enforceable in accordance with Applicable Law.
- 1.6. The Company is in compliance with Applicable Laws with respect to redemption, repayment, buyback and/or acquisition of its shares or interests therein, or any financial assistance. Except as required in the Transaction Documents, the Company does not have an obligation (contingent or otherwise) to purchase, redeem, repay or otherwise acquire any of its shares or any interest therein.
- 1.7. All dividends or any other distributions declared, made or paid by the Company have been declared, made or paid in accordance with Applicable Law (including Charter Documents). There is no outstanding obligation of the Company to pay any dividends or make any other distribution in respect of their shares (if applicable).
- 1.8. All documents required to be filed by the Company to the relevant jurisdictional Registrar of Companies are accurate and are complete in all material respects.
- 1.9. All material filings made by the Company in accordance with Applicable Law are accurate and are complete in all material respects.
- 1.10. The shareholding pattern of the Company as on the Effective Date and immediately prior to the Closing Date is as set out in Part A and Part B of Schedule IV (*Capital Structure*), respectively.
- 1.11. The aggregate number of the issued, subscribed and paid-up equity shares as set forth with respect to the Company in Part A and Part B of Schedule IV (*Capital Structure*) represent all of the issued, subscribed, paid-up equity shares with respect to the Company as on the date hereof and immediately prior to the Closing Date.
- 1.12. Other than the Buyer, the Seller and the Founders, no Person has the right (whether exercisable now or in future and whether contingent or not) to call for the allotment, conversion, issue, registration, sale or transfer, amortisation or repayment of any shares giving rise to a right

over, or an interest in, the capital of the Company under any option, warrant, agreement, or other arrangement (including conversion rights and rights of pre-emption).

- 1.13. The Company has not made any applications with respect to compounding of offences with respect to any shares issued by the Company under Applicable Law that remain pending.
- 1.14. The Company possesses full corporate power and authority to run its Business as it is being conducted.
- 1.15. The Company has been in compliance with all Applicable Laws with respect to issuance and allotment of shares by them.
- 1.16. The Company is in full compliance with material provisions of the Indian Companies Act, 2013 including any amendments thereto and any rules, regulations, notifications and clarifications made there under in relation to appointment of its statutory auditors and any related filings thereof have been duly and validly completed.

## **2. Contracts**

- 2.1. The Company is not a party to or have any liability (actual or contingent) under any guarantee, letter of comfort, or letter of credit, or any leasing, rental, hire purchase, credit sale or conditional sale agreement exceeding INR 20,00,000 (Indian Rupees Twenty Lakh only) except indemnity obligations which are contained in agreements entered into in the Ordinary Course of Business.
- 2.2. Each of the material contracts in excess of INR 20,00,000 (Indian Rupees Twenty Lakh only) in India to which the Company is party to or to which it is a subject of is legal, valid, binding, enforceable, and in full force and effect on the parties to it. To the knowledge of the Company and the Seller, no other party thereto is in material violation, breach or default of any such contract nor has any allegation of any violation, breach, default or invalidity been made or received by the Company.
- 2.3. No event has occurred which with notice or lapse of time would constitute a material breach or default, or permit termination, material modification, or acceleration under any contract to which a Company is a party. No party to such contract has repudiated any provision thereof, and to the knowledge of the Seller, there are no grounds for the determination, rescission, avoidance, repudiation or material change in the terms of any such contract and there has been no allegation of such a thing.
- 2.4. The Company has not been party to a contract which is, or was, not entirely of an arm's length nature or which are not in the Ordinary Course of Business.
- 2.5. To the best of the knowledge of the Company, the Company has not been party to any contract pursuant to which: (a) consent is required from the counterparty which has not been obtained; (b) any counterparty would become entitled to exercise any right (including the right of termination); (c) an increased benefit or payment or acceleration of vesting of rights will accrue to any counterparty, for the execution and delivery of the Transaction Documents and the performance of its obligations under the Transaction Documents.
- 2.6. To the best of the knowledge of the Company, the Company is not party to any contract which restricts or prohibits change in control and / or change in management of the Company.

- 2.7. There are no claims or notices issued, by or against the Company, under any of the material contracts. The Seller is not aware of any claims threatened or claims proposed to be initiated or circumstances that would give rise to claims, against themselves or the Company under any contract.
- 2.8. The Company is not party to any contract which restricts its freedom to carry on the whole or any part of its Business.
- 2.9. Each contract to which a Company is party to, can be fulfilled or performed in accordance with its terms by the Company.
- 2.10. The Company has not assigned or transferred or otherwise disposed of its interest under any of the contracts or any of its rights under or derived from any of the contracts to which it is a party.
- 2.11. The Company has complete and accurate records of the terms of all contracts to which each of them is a party to or by which each of them is bound.

### 3. **Terms of Trade**

The Company carries on its Business in their own corporate name and not under any other name.

### 4. **Compliance with Laws**

- 4.1. The Company is in material compliance with all Applicable Laws and carries out its Business and corporate affairs in compliance with all Applicable Laws. The Company is not in default of any order, decree or judgment of any Governmental Authority and no notice has been received from any Governmental Authority alleging any non-compliance of any material provision under Applicable Law.
- 4.2. The Company has not made any filings under Applicable Laws which contain an untrue statement of a fact or any filings which omit to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.
- 4.3. The Company has not made any applications with respect to compounding of offences under any Applicable Law that are pending.
- 4.4. The Company has not, nor has any person for whom the Company may be vicariously liable, in connection with all or any part of the Business of the Company, engaged in any activity, practice or conduct which would constitute an offence under any Anti-Corruption Law currently applicable to it. For these purposes “**Anti-Corruption Law**” means any law (including the Foreign Corrupt Practices Act, 1977 of the United States of America) which has as its objective the prevention of corruption or bribery, the the Prevention of Corruption Act, 1988, and, in relation to the offence of abetment, the Indian Penal Code, 1860 and all other anti-corruption and/or anti-bribery laws (including regulations made thereunder) to the extent that the same are applicable to the Company.

### 5. **Licences**

- 5.1. All material consents, permissions, approvals, licences required for or in connection with the Business of the Company (“**Licences**”), are valid and in full force and effect, are not subject to any unusual or onerous conditions. The Company has complied with all the material terms

and conditions of all such Licences. The Company has obtained all material Licences in connection with their Business when such Licences were required to be obtained by them under Applicable Laws.

- 5.2. All Licenses required for the running of the Business of the Company are procured in the name of the Company.
- 5.3. There are no Licenses in the name of any of the Seller or the Founders which is required for the day-to-day operation and running of the Business of the Company.
- 5.4. No event has occurred to the knowledge of the Seller that, would reasonably be expected to result in the revocation, suspension, lapse, non-renewal or limitation of any Licence, in whole or in part other than in the Ordinary Course of Business which will have a Material Adverse Effect on the Company.
- 5.5. To the best of knowledge of the Company, the execution of this Agreement and the consummation of the transactions contemplated by the Transaction Documents will not result in the revocation, termination or modification of any Licence.

**6. Assets and Immovable Property**

- 6.1. All assets used by the Company for or in connection with its Business, or which in the reasonable opinion of the Seller are required for the continuation of its Business are legally and beneficially owned by it or leased/licensed/ rented to it and it has a good, clear and marketable title or right or interest to such assets and such assets are currently in its possession.
- 6.2. All assets of the Company are free from all Encumbrances and there is no agreement or commitment to create any Encumbrance and no claim has been made by any Person to be entitled to any such Encumbrance.
- 6.3. Each of the assets owned or leased by the Company are structurally sound, are in good operating condition and repair subject to wear and tear, and are adequate for the uses to which they are being put and none of such assets is in need of maintenance or repairs except for ordinary, routine maintenance and repairs.
- 6.4. To the best of the knowledge of the Company, there are no outstanding disputes relating to or affecting any immovable property leased by the Company. The Company has not received or is aware of any notice, order or proposal, which would adversely affect the value or use or enjoyment of any immovable property, or access to or from any of them.
- 6.5. To the best of the knowledge of the Company, the Company's ability to use, occupy or hold valid title, lease or licence to any immovable property is not adversely affected by virtue of any transaction contemplated under the Transaction Documents. No prior consent of any third party is required under any title deed, lease and/or licence agreements by which the Company is bound or to which it may be subject for any transaction contemplated by the Transaction Documents.
- 6.6. The equipment used in connection with the Business of the Company are physically identifiable; in good working order and have been regularly and properly maintained; not subject to any unexpected degradation; not in need of renewal or replacement; are capable of doing the work for which they were designed and procured subject to normal wear and tear and useful life; and are not in surplus of the current or proposed requirements of the Company in the reasonable opinion of the Seller.

6.7. The asset registers of the Company comprise complete and accurate records of all equipment owned, held or used by it and are capable of being reconciled in respect of each item with the book values of such assets in the Company's accounting records.

6.8. The Company has paid all rent or licence fees and all other outgoings which have become due in respect of any of their immovable property or assets.

7. **Financing Agreements**

7.1. The Company has no bank or other similar accounts (whether in credit or overdrawn) save for the bank accounts disclosed and there have been no payments out of or drawings against the said accounts except for payments in the Ordinary Course of Business.

7.2. No guarantee, mortgage, charge, pledge, lien or other security agreement or arrangement have been given by or entered into by the Company in respect of any of its obligations (including in respect of borrowings) or in respect of the indebtedness or obligations of any other Person.

7.3. None of the financial facilities which are outstanding or available to the Company is dependent on the guarantee or indemnity of, or security provided by, any Person other than the corporate credit card of the Company.

7.4. The Company has complied with all its obligations under each of the financing agreements entered into by it in all material respects. No circumstances have arisen which could (or which could with the giving of notice or lapse of time or both) entitle a provider of finance to the Company to call in the whole or any part of the monies advanced, enforce its security or demand repayment, and there are no circumstances to the knowledge of the Seller that reasonably indicate or have indicated that the existing facilities will be withdrawn or reduced or not renewed or that any terms thereof will be altered to its disadvantage.

7.5. All required consents and all material notifications and reports which are required to be obtained from or given to the existing lenders have been duly obtained or given by the Company and/or the Seller in a timely manner and there has been no breach of any such consent.

7.6. The Company has not lent or agreed to lend any money and there are no debts owing to any of the Company other than debts that have arisen in respect of trading and in the Ordinary Course of Business and which comply with past practices, each of which is recoverable in full when it falls due in the reasonable opinion of the Seller.

7.7. The consummation of the Transaction will not result in the termination of or have a Material Adverse Effect on any financing agreement to which the Company is a party.

8. **Grants and Allowances**

The Company has neither applied for nor received any grant, subsidy, allowance or other financial assistance from any Governmental Authority or any entity whose funding comes substantially from any Governmental Authority.

9. **Powers of Attorney**

The Company has not given any power of attorney (including irrevocable power of attorney) or other authority (express, implied or ostensible) to any Person other than the Directors or other Key Management Personnel to enter into any contract or commitment or act on its behalf in the Ordinary Course of Business, which is still in force.

## **10. Litigation and Investigations**

- 10.1. The Company is not engaged in any litigation, administrative, mediation or arbitration proceedings (whether as plaintiff, defendant or otherwise). The Company has not received any written notice of any pending or threatened litigation, administrative, mediation or arbitration proceedings, investigations, inquiries or disciplinary, enforcement or other proceedings by or before any Governmental Authority concerning the Company, or in relation to its Business and the Seller is not aware of any facts that are likely to give rise to any such litigation, administrative, mediation or arbitration proceedings, investigation, inquiry or disciplinary, enforcement or other proceedings.
- 10.2. There is not in force any existing or pending court injunction, order or directive restraining or restricting the Company from carrying on its Business or any material part thereof, nor has the Company given any undertakings arising from legal proceedings to a Governmental Authority or third party.
- 10.3. The Company is not subject to any outstanding judgment, order or decree of any Governmental Authority or any undertaking to any Governmental Authority or any outstanding arbitration award.
- 10.4. No Person, for whose acts or defaults the Company or the Seller are liable, has committed any criminal, illegal or other unlawful act or any breach of contract or statutory duty or any tortious or other act or default which could lead to a claim or proceedings against any of the Company or the Seller or give rise to or increase a liability or obligation of the Company or which could entitle any other Person to terminate any material contract to which the Company is a party.
- 10.5. Neither the Company nor any of its officers, agents or employees have, for the purposes of securing any contract, given or offered any bribe, corrupt or unlawful payment or contribution, or any other corrupt or unlawful inducement.

## **11. Insurance**

- 11.1. All of the insurance policies of the Company are in full force and effect, and:
  - (a) none of the insurance policies are void or voidable on account of any act, omission or non-disclosure on the part of the insured party;
  - (b) none of the insurance policies are subject to any special or unusual terms or restrictions or to the payment of any premium in excess of the usual rate; and
  - (c) all premiums due and payable on such insurance policies have been duly paid.
- 11.2. No claims have been made by the Company on its insurers, nor have any circumstances arisen which may give rise to any claim, which (in either case) could have the effect of causing future premiums to be higher other than medi-claims.
- 11.3. Neither the Seller nor the Company is in default under, or have otherwise failed to comply in any respect with any provision contained in any insurance policy in its name.

## **12. Insolvency**

- 12.1. The Company is not insolvent under Applicable Law and the Company is able to pay its debts as and when they fall due, and there are no grounds on which the Company could be found to be unable to pay its debts.

- 12.2. There is no event where:
- (a) the Company has admitted in writing its inability to pay its debts generally, or has made a general assignment for the benefit of creditors;
  - (b) a meeting of the Shareholders or directors was convened to consider a resolution to voluntarily wind up the Company, or pass any such resolution;
  - (c) any step was taken for the administration, custodianship, liquidation, winding up, protection from creditors of the Company or in connection with any other insolvency proceedings involving it;
  - (d) any order was made or petition presented or resolution passed for any composition, assignment, arrangement, rehabilitation, administration, liquidation, winding up or dissolution in respect of the Company; or
  - (e) any liquidator (including a provisional liquidator), trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, examiner or similar officer (in each case, whether out of court or otherwise) was appointed in respect of the Company, or any of its assets.

**13. Financial Statements**

- 13.1. The financial statements of the Company have been prepared in accordance with Applicable Laws and in accordance with the applicable accounting principles, standards and practices generally accepted in its jurisdiction. The accounting principles and practices adopted in the preparation of the financial statements are consistent with past practices except where the same may have been revised in order to comply with the requirements of Applicable Law.
- 13.2. The financial statements do not overstate the profits or understate the losses of the Company.
- 13.3. The financial statements are complete and accurate in all respects and give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company as of the respective dates they were prepared and the results of the operations of the Company for the periods indicated, and as of that date make:
- (a) full provision for all actual liabilities;
  - (b) proper provision for all contingent liabilities other than in the Ordinary Course of Business of the Company;
  - (c) full provision for all bad and/or doubtful debts; and
  - (d) due provision for depreciation and amortisation and for any obsolescence of assets.
- 13.4. The accounting and other records of the Company are up-to-date and have been properly maintained and are in the possession of the Company.
- 13.5. All receivables of the Company relating to the period up to and including the Closing Date, constitute only valid, undisputed claims of the Company and are not subject to any counterclaim or right of set-off other than in the Ordinary Course of Business.
- 13.6. The Company has adequate internal financial controls in place in compliance with the requirements under Applicable Law.



14. **Recent Transactions**

14.1. To the best of knowledge of the Seller and the Founders, in the 6 (six) months preceding the Effective Date:

- (a) to the best of the knowledge of the Seller and the Company, the Business of the Company has been lawfully carried on in the Ordinary Course of Business and the Company has not made or agreed to make any payment other than routine payments in the ordinary and usual course of trading;
- (b) there has been no event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company and/or its Business operations;
- (c) there has been no damage, destruction or Loss, whether or not covered by insurance, materially and adversely affecting the Company;
- (d) no asset of a value in excess of INR 20,00,000 (Indian Rupees Twenty Lakh only) in India has been acquired or disposed of or Encumbered by the Company nor has there been any agreement to acquire or dispose of or Encumber any such asset;
- (e) no contract, liability or commitment (whether in respect of capital expenditure or otherwise) has been entered into, incurred or arisen which is either unquantifiable or of an amount in excess of INR 20,00,000 (Indian Rupees Twenty Lakh only) in India by the Company other than in the Ordinary Course of Business;
- (f) there has been no satisfaction or discharge of any Encumbrance or payment of any obligation by the Company, except such satisfaction, discharge or payment made in the Ordinary Course of Business or that is not material to the financial condition, operating results or prospects of the Company;
- (g) no debtor has been released by the Company on terms that it pays less than the book value of its debt and no debt owed to the Company has been waived, subordinated or written off or have proved to any extent irrecoverable in excess of INR 20,00,000 (Indian Rupees Twenty Lakh only);
- (h) no dividend or other distribution has been, or has agreed to be, declared, made or paid by the Company other than as stated in the financial statements of the Company and the Transaction Documents;
- (i) there has been no change or amendment to, or acceleration, cancellation or termination of any contract other than in the Ordinary Course of Business;
- (j) no contract, licence or financial agreement that is material to the Business of the Company has been terminated or amended in any materially adverse respect;
- (k) the Company has not accelerated or delayed collection of any receivables in advance of or beyond their regular due dates or the dates when the same would have been collected in the Ordinary Course of Business;
- (l) the Company has not lent money or obtained financial accommodation or debt finance of any kind;
- (m) the Company has not entered into any contract outside the Ordinary Course of Business;

- (n) the Company has not entered into or varied the terms of any contract with a director or hired/employed/engaged any new key managerial employee earning a gross salary of more than INR 36,00,000 (Indian Rupees Thirty-Six Lakhs only) (temporary or permanent), except for replacement of any existing employee whose employment was lawfully terminated;
- (o) the Company has not cancelled or allowed to lapse any right of a Company to use a domain name or internet address;
- (p) the Company has not commenced or been required to defend litigation of any kind;
- (q) the Company has not taken any action towards reorganisation, consolidation, merger, sale of its assets or otherwise except for the transactions contemplated in the Transaction Documents;
- (r) the Company has not diversified or restructured the nature of its Business; and
- (s) there has been no adverse effect on the Business of the Company.

## 15. **Tax**

- 15.1. All liabilities of the Company for Tax including provisions are fully provided for in the audited accounts for the relevant financial year and all Tax for which the Company is liable or for which it is liable to account has been duly paid (insofar as it ought to have been paid and unless contested in good faith).
- 15.2. The Company has maintained such records in relation to Tax as it is required to maintain under Applicable Law. All such records have been prepared in good faith and are complete and accurate and disclose all Taxes required to be paid in respect of the Company's Business.
- 15.3. If any provision for Taxes has been made in the audited accounts of the Company, to the best of knowledge of the Company, such provisions are sufficient for the payment of all accrued and unpaid central, state and local Taxes of the Company, whether or not assessed or disputed as of the date of such audited accounts.
- 15.4. The Company is not involved in any dispute in relation to Tax with any Taxation Authority and there are no circumstances existing which make it likely that such a dispute will arise.
- 15.5. All returns and other documents required to be submitted, all material information required to be supplied, and all undisputed payments required to be made, by the Company for the purposes of Taxation have been submitted, supplied or made punctually on a proper basis and all such returns, information and payments are factually correct and there are no disputes or open enquiries whatsoever in respect thereof with any Taxation Authority.
- 15.6. The amount of Tax chargeable on the Company before the Effective Date, has not depended on any concessions, agreements or other formal or informal arrangements with any Taxation Authority.
- 15.7. The Company has not been the subject of any investigation or audit involving any Taxation Authority and there are no circumstances existing to the knowledge of the Seller and the Company which make it likely that such an investigation, audit or visit will be made.
- 15.8. The Company has not received any claim under Applicable Laws in respect of Taxation issues with respect to valuation of any shares issued by it.

- 15.9. The Company is not, nor is it likely to become, liable to pay any amount or make reimbursement or indemnity, to any Person in respect of any Tax liability of another Person pursuant to the terms of any document entered into by it.
- 15.10. The Company has not been involved in any scheme, arrangement, transaction or series of transactions in which the main purpose or one of the main purposes was the evasion of Tax.
- 15.11. The Company has not concluded any agreement or been a party to a transaction or operation which is reasonably likely to be disregarded, rejected or otherwise re-characterized on the grounds that it was made for the purpose of Tax evasion. All transactions entered into by the Company have been on an arm's length basis.
- 15.12. The Company has withheld and collected, with respect to its employees and all other third parties, all applicable Taxes and made all necessary contributions/ payments to the appropriate authorities within the due dates thereof, which are required to be made / withheld pursuant to withholding / payment requirements under or pursuant to any Applicable Law, including any social welfare legislation.
- 15.13. The Company has appropriately classified the expenditure incurred by it as revenue and capital in nature and such classifications have been accordingly considered for the purpose of income tax computation. The Company has not claimed any expenditure, which is not deductible while computing its taxable income.
- 15.14. The Company is an Indian tax resident and the Company is not nor has it ever been liable for Tax in any other jurisdiction.
- 15.15. The Company does not constitute a permanent establishment of another person, business or enterprise for any Taxation purpose.
- 15.16. All reliefs and other Tax benefits shown in the audited accounts of the Company is valid and properly claimed and are supported with adequate documentation and are available to offset profits of the Company. There are no circumstances in existence to the knowledge of the Seller, which might cause the disallowance in whole or part of any such relief or benefit.
- 15.17. The Company has appropriately classified the fixed assets for Taxation purposes in accordance with the Applicable Law and depreciation thereon has been computed in accordance with the provisions of Applicable Laws relating to Taxation.
- 15.18. The Seller is not a tax resident of India under Section 2(30) and Section 6 of the Income Tax Act, 1961. The Seller is a tax resident of the United States of America and shall continue to remain so during the entire financial year in which Closing occurs.
- 15.19. The Seller holds a valid permanent account number issued in accordance with the Income Tax Act, 1961 which is validly subsisting as of the Closing Date.
- 15.20. The Seller does not, and will not, have its 'place of effective management' in India as per the Income Tax Act, 1961 during the entire financial year in which Closing occurs.
- 15.21. The Seller does not have and has never had a permanent establishment in India and it has not received any written communication from the Tax Authority alleging that it should be classified as having a permanent establishment in India;
- 15.22. The Seller does not have any fixed place, branch or office in India.

- 15.23. The Seller has provided true and accurate information for tax computation and are not misleading in any aspect.
- 15.24. The Company has not at any time engaged in or been a party to any transaction or series of transactions of which the main purpose or one of the main purposes was the evasion, deferral or avoidance of Tax.
- 15.25. The Company has fully complied on a timely basis with all notices served on it or any other requirements lawfully made to it by any Taxation Authority.
- 15.26. All goods, services or other inputs for which the Company has claimed any credit or deduction have been or are to be used for the purposes of the Company's Business and a valid credit or deduction is available to the extent claimed.
- 15.27. All claims for relief, allowances or repayment of Tax and all elections, options and the like which have, will or may affect the liability of the Company for Tax have been duly and properly made and remain valid.
- 15.28. All transactions entered into by the Company have been entered into on an arm's length basis and any transaction between the Company and any other persons is not susceptible to adjustment by any Taxation Authority.

**16. Related Party Transactions**

All transactions which have been entered into by the Company with Related Parties have been entered into in compliance with all Applicable Laws and the Company has made and continues to make all disclosures within the time and in the manner prescribed by such Applicable Laws.

**17. Intellectual Property Rights**

- 17.1. All Intellectual Property Rights used or required by the Company in connection with its Business (including, without limitation, all and any products distributed, manufactured, assembled and/or sold or leased or rented by them) are in full force and effect and are vested in and beneficially owned by them.
- 17.2. The Company owns and has right to use the VisitApp and has not infringed any third-party rights under any or all intellectual property laws.
- 17.3. The Company does not require any patent, trade or service mark, registered design, copyright, design right, licence or other right of any Person in order to distribute, manufacture or sell or lease its products or to use the processes employed in its Business as presently carried on and to the knowledge of the Seller and the Company and none of the activities of the Company infringes any patent or other intellectual property of any kind whatsoever of any other Person or gives rise to an obligation to any sum in the nature of a royalty.
- 17.4. The Company is the sole legal and beneficial owners of (or applicant for) or authorised licensees and has full title and ownership or legal right of all the intellectual property necessary to enable it to carry on its Business without any conflict with or infringement of the rights of others to the knowledge of the Seller and the Company. Consummation of the Transactions under the Transaction Documents will not result in the termination of or affect any such Intellectual Property Rights to the knowledge of the Seller.
- 17.5. The Company has not granted any right or licence to any Person to use any of their intellectual property. There has been no infringement or violation by any Person of any intellectual property of the Company.

- 17.6. To the knowledge of the Seller, the Company has not violated or infringed, or is currently violating or infringing, or has received any communications alleging that it has violated or infringed, any intellectual property of any other Person or is likely to constitute any breach of confidence, passing off or actionable unfair competition in any jurisdiction.
- 17.7. The Business (including, without limitation, all and any products manufactured, assembled and/or sold or leased or rented by them) of the Company as now carried on does not and is not likely to infringe any intellectual property right of any other Person (or would not do so if the same were valid) to the knowledge of the Seller or gives rise to a liability pursuant to the Applicable Laws relating to Intellectual Property Rights and all licences of the Company in respect of any such right are in full force and effect.
18. **Confidential Information**
- 18.1. The Company has at all times used commercially reasonable efforts to protect its know-how, trade secrets and confidential information in its possession and has not disclosed any of its know-how, trade secrets or confidential information to any Person except pursuant to any contract entered into in the Ordinary Course of Business.
- 18.2. The Company has complied and is in compliance with all Applicable Laws relating to privacy laws and regulations.
19. **Employment**
- 19.1. Terms and Conditions
- (a) The Company has complied with the terms and conditions of all employment contracts entered into by it with its employees and have discharged all of its obligations thereunder on a timely basis. The employment letters of the Company reflect the entire understanding of the relevant employees with the Company.
- (b) There are no terms and conditions in any contract with any employee of the Company pursuant to which such Person will be entitled to receive any payment or benefit or such Person's rights will change as a direct consequence of the transaction but other than as contemplated under the Transaction Documents.
- (c) The Company has not entered into any arrangements regarding any future variation in any contract of employment in respect of any of its directors and employees or any agreement imposing an obligation on any of them to increase the basis and/or rates of remuneration and/or the provision of other benefits in kind to or on behalf of any of its directors or employees at any future date.
- 19.2. Loans to Employees
- There are no amounts in excess of INR 10,00,000 (Indian Rupees Ten Lakh only) owing or agreed to be loaned or advanced by the Company to any of its employees other than as specifically provided in the audited accounts.
- 19.3. Notice of Termination and Liabilities
- (a) There are no indemnities in place by the Company for the benefit of its directors in respect of any third party proceedings.

- (b) There are no actual or contingent liabilities in connection with the termination of the employees of the Company.

19.4. Compliance and Payment

- (a) To the best of knowledge of the Company, it is in compliance in all material respects with all Applicable Laws in relation to its employees (and so far as relevant to each of its former employees), including all Applicable Laws relating to wages, hours, employment standards, collective bargaining, discrimination, safety and health, and workers' compensation and under employee legislations.
- (b) The Company has not received any notice, claim in writing from any Governmental Authorities for the non-compliance of any labour laws which are open or disputed.
- (c) All salaries, wages and fees and other benefits of all employees of the Company, including statutory contributions, have, to the extent due, been paid or discharged in full.

19.5. Stock options and incentive schemes

The Company does not operate, nor has it proposed or agreed to operate, for any of its employees any incentive scheme or other incentive arrangements, commission, option scheme or bonus or profit-sharing scheme whether or not share based, in which its officers or employees participate other than as contained in the Employment Agreement and Transaction Documents.

19.6. Trade Unions

- (a) The Company is not a party to any collective bargaining agreement or union contract and there does not exist any current union organizational effort with respect to any of the employees of the Company.
- (b) No industrial, trade or labour disputes, claims, controversies or difficulties, which involve any of the employees, including strikes, lock-outs, slowdowns or work stoppages, have been faced by the Company, or are pending and there is nothing reasonably likely, to the knowledge of the Seller, to give rise to such disputes, claims, controversies or difficulties.

19.7. Pensions

- (a) The Company has fully and duly made contributions to the Employees Provident Fund (the "**Employee Funds**"). There has been no default in making contributions to the Employee Funds.
- (b) All liabilities relating to employees including but not limited to bonus, leave encashment, medical benefits, contribution to funds statutory or otherwise, leave travel allowance, etc. have, where required, been fully and duly paid by the Company in accordance with its policies.

20. **Books and Records**

- 20.1. The books and records of the Company has been properly kept and maintained, are up-to-date and contain true, complete and accurate details of all matters required by the Applicable Laws to be entered in them.

- 20.2. No notice or indication in writing that any of them is incorrect or should be rectified has been received from any Governmental Authority which are open or disputed.
- 20.3. Without prejudice to the generality of the foregoing, the register of members and minute books of Board of directors and Shareholders' meetings contain full and accurate records of, as applicable, the existing Shareholders (whether legal or beneficial owners) of the Company and of all resolutions passed by the directors and the Shareholders of the Company and all issuances and Transfers of any shares.
- 20.4. All such registers, books and records are in the exclusive possession of the Company. All accounts, documents, forms, filings and returns required by Applicable Law to be delivered or filed or made to the Registrar of Companies by the Company have been duly and correctly delivered or filed or made on a timely basis and the Company is not or has not been in violation of any such requirement under Applicable Law.
- 20.5. None of the records, systems and controls of the Company are stored, maintained, operated or otherwise dependent upon or held by any means (including any electronic or mechanical process) which (including all means of access to and from them) are not under its exclusive ownership and direct control.

**21. Ethical Business Practices**

Neither the Company and to the best of the knowledge of the Founders nor any of its employees, directors, officers and representatives during their employment have acted in non-compliance of any Applicable Laws that relate to anti-bribery, anti-corruption and/or anti-money laundering, nor have they have paid, offered, promised or authorised the payment of or made use of any of their assets or otherwise contributed any monies or anything of value, directly or indirectly, to any Governmental Authority or any officer, employee or any other Person including a natural person acting in an official capacity for any Governmental Authority or any political party or official thereof or to any candidate for political office or to any Person under circumstances where the Company or its respective officers, directors, employees, representatives or agents know or have knowledge of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, for the purpose of: (i) influencing any act or decision of such Governmental Authority or government official in his official capacity; (ii) inducing such Governmental Authority or government official to do or omit to do any act in relation to his lawful duty; (iii) securing any improper advantage; (iv) inducing such Governmental Authority or government official to influence or affect any act or decision of any Governmental Authority; or (v) in order to assist the Company in obtaining or retaining Business for or with, or directing Business to the Company, each of these for the purpose of for Business of the Company. The Company, their respective Affiliates, and/or any of their respective representatives in the course of their engagement with the Company have not been subject to any investigation, inquiry or proceedings by any Governmental Authority with regard to any of the above and there are no circumstances likely to give rise to any such investigation, inquiry or proceedings in respect of his employment and Business of the Company.

**22. Data Protection and Privacy**

- 22.1. The Company has transferred and/ or stored any and all of its data and information, whether within India or abroad, in a manner that is compliant with the standards of protection afforded to such data and information under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time.

23. **Information and Disclosure**

- 23.1. To the best of the knowledge of the Company none of the information contained in any certificate, or other document delivered to the Buyer pursuant to the Transaction Documents or in connection with the transactions contemplated by the Transaction Documents contains any untrue statement of a fact or omits to state a fact necessary to make the statements herein or therein, in light of the circumstances in which they are made, true, accurate and not misleading.
- 23.2. There is no fact or circumstance relating to the Company, its Business or assets, which have been wilfully withheld from the Buyer which may cause a material adverse financial impact on the Company.



## **PART B- Buyer Warranties**

The Buyer represents and warrants to the Seller and the Company that the following representations and warranties are true and correct, as of the Effective Date and on each day up to and including the Closing Date:

1. It is duly incorporated and validly existing under the laws of its jurisdiction of incorporation.
2. It has full power, authority, authorisations, permissions, licenses, consents and approvals and has legal capacity to enter into, execute and deliver this Agreement and to perform its obligations and the transactions contemplated hereunder.
3. This Agreement has been duly executed and delivered by the Buyer and forms valid and binding obligations on the Buyer and is enforceable in accordance with its terms.
4. Neither the execution, delivery and/or performance of this Agreement by the Buyer, nor the performance of the Transactions contemplated in this Agreement by the Buyer will:
  - 4.1. violate any provision of its Charter Documents;
  - 4.2. constitute a material default under, any material agreement to which the Buyer is a party, or by which it is bound to give any third party a right to terminate;
  - 4.3. result in the violation of any Applicable Law, or approval or violate any court order, judgment, injunction, award, decree or writ of any Governmental Authority against, or applicable to or binding upon the Buyer; or
5. No:
  - 5.1. order has been made or petition presented or proceedings instituted for the winding up or bankruptcy or insolvency of the Buyer before any Governmental Authority and no resolutions have been passed in relation to the foregoing;
  - 5.2. composition or similar arrangement with creditors has been made in respect of the Buyer and no liquidator, trustee or receiver has been appointed in respect of the Buyer.

## **PART C- Company Warranties**

The Company and the Founders jointly and severally represent and warrant to the Buyer that the following representations and warranties are true and correct, as of the Effective Date and are repeated on each day up to and including the Closing Date and acknowledge that the Buyer is entering into the Transaction Documents relying on such representations, warranties and undertakings, which have constituted a material inducement to the Buyer to enter into the Transaction Documents.:

1. It is duly incorporated and validly existing under the laws of its jurisdiction of incorporation.
2. It has full power, authority, authorisations, permissions, licenses, consents and approvals and has legal capacity to enter into, execute and deliver this Agreement and to perform its obligations and the Transactions contemplated hereunder.
3. This Agreement has been duly executed and delivered by the Company and forms valid and binding obligations on the Company and is enforceable in accordance with its terms.
4. Neither the execution, delivery and/or performance of this Agreement by the Company, nor the performance of the transactions contemplated in this Agreement by the Company will:
  - 4.1. violate any provision of its Charter Documents;
  - 4.2. constitute a material default under, any material agreement to which the Company is a party, or by which it is bound to give any third party a right to terminate;
  - 4.3. result in the violation of any Applicable Law, or approval or violate any court order, judgment, injunction, award, decree or writ of any Governmental Authority against, or applicable to or binding upon, the Company; or
  - 4.4. requires any approval from a Governmental Authority including under the provisions of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 as amended from time to time.
5. No:
  - 5.1. order has been made or petition presented or proceedings instituted for the winding up or bankruptcy or insolvency of the Company before any Governmental Authority and no resolutions have been passed in relation to the foregoing;
  - 5.2. composition or similar arrangement with creditors has been made in respect of the Company and no resolution professional, liquidator, trustee or receiver has been appointed in respect of the Company.

## **SCHEDULE XII | SPECIFIC INDEMNITY MATTERS**

The Company and the Sellers to provide specific indemnity for the following:

1. Indemnity in respect of any liabilities arising due to non-compliance by the Seller and/or the Company and/or the Founders or any other shareholder of the Company or the Seller of the Foreign Exchange Management Act, 1999 and/or the regulations and/or rules made thereunder from time to time;
2. Indemnity in respect of any liabilities arising due to non-compliance with the Foreign Exchange Management Act, 1999 and/or the Foreign Contribution Regulation Act, 1976 and/or the respective regulations and/or rules made thereunder with respect to the investment made by the Company in Swasth Digital Health Foundation;
3. Indemnity in respect of any liabilities arising pursuant to contracts to which the Company is a party and the liability of the Company thereunder is unlimited;
4. Indemnity in respect of any liabilities arising due to non-compliance by the Seller and/or the Company with the provisions of section 43A and 45 of the Information Technology Act 2000 and Rule 3 and Rule 5 (9) of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011;
5. Indemnity in respect of any liabilities arising due to any tax demand (including interest, penalty and related litigation costs) raised against the Buyer for short deduction of tax at source as a result of the tax computation shared by the Seller.
6. Indemnity in respect of any liabilities arising due to non-compliance by the Seller and/or the Company with the provisions of section 92, section 152, section 139, section 118, Companies Act, 2013 and the rules made thereunder; and/or
7. Indemnity in respect of any liabilities arising on account of employee benefits including compliances with the Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965 and Payment of Gratuity Act, 1972
8. Indemnity in respect of any unaccounted tax liability (including interest and penalty) for period prior to Closing that may be levied in the hands of the Company.

### SCHEDULE XIII | NOTICE

**If to Buyer:**

<i>Name</i>	DocPrime Technologies Private Limited
<i>Address</i>	Plot 119, Sector 44, Gurgaon 122001
<i>E-mail</i>	manoj@policybazaar.com
<i>To the Attention of</i>	Mr. Manoj Sharma

**If to Seller:**

<i>Name</i>	Visit Health Inc.
<i>Address</i>	2035, Sunset Lake Road, Suite B-2, Newark, 19702, New Castle, USA.
<i>E-mail</i>	<a href="mailto:chetan@getvisitapp.com">chetan@getvisitapp.com</a>
<i>To the Attention of</i>	Chetan Anand

**If to Mr. Vaibhav Singh:**

<i>Name</i>	Vaibhav Singh
<i>Address</i>	Plot 115, Phase 1, Ashiana Nagar, Patna – 800025, Bihar, India.
<i>E-mail</i>	<a href="mailto:vaibhav@getvisitapp.com">vaibhav@getvisitapp.com</a>

**If to Mr. Anurag Prasad:**

<i>Name</i>	Anurag Prasad
<i>Address</i>	F-20, Lake View Apartments, 273 Parnasree Pally, PO&PS- Parnasree Behala, Kolkata – 700060, West Bengal, India.
<i>E-mail</i>	<a href="mailto:anurag@getvisitapp.com">anurag@getvisitapp.com</a>

**If to Mr. Chetan Anand:**

<i>Name</i>	Chetan Anand
<i>Address</i>	House No. 94, Tara Nagar, Chas, Bokaro - 827013, Jharkhand, India.
<i>E-mail</i>	<a href="mailto:chetan@getvisitapp.com">chetan@getvisitapp.com</a>

**If to Mr.:**

<i>Name</i>	Shashvat Tripathi
<i>Address</i>	Karnavati Club, A-103, Sanskaar Apartments, Behind Shalby Hospital, Satellite, Ahmadabad City, Ambawadi Vistar, Ahmadabad - 380015, Gujarat, India.
<i>E-mail</i>	<a href="mailto:shashvat@getvisitapp.com">shashvat@getvisitapp.com</a>

**If to Company:**

<i>Name</i>	Chetan Anand
<i>Address</i>	Building No. 237, Okhla Industrial Estate Phase 3, New Delhi 110020, India

<i>E-mail</i>	chetan@getvisitapp.com
<i>To the Attention of</i>	Chetan Anand

#### **SCHEDULE XIV | LIST OF HOSPITALS AND DIAGNOSTIC CENTRES**

1. SRL Limited
2. Lifespan Wellness Private Limited
3. Apollo Health and Lifestyle Limited
4. Genetic Diagnostic Centre
5. Metropolic Health Care
6. Service agreement with Ravi Ultra Sound Clinic dated March 24, 2021
7. Service provider agreement with Indian Spinal Injuries Centre dated November 5, 2019.
8. Service provider agreement with Shree Jeewan Hospital on April 4, 2019
9. Service provider agreement with Ramakrishna Hospital dated November 29, 2019
10. Service agreement with Ayush Multispecialty Hospital dated October 30, 2019
11. Service agreement with JS Hospital
12. Service provider agreement with Terna Specialty Hospital dated October 30, 2019
13. Service provider agreement with Kohinoor Hospital dated December 9 2019
14. Service provider agreement with Lucid Medical Diagnostics dated October 5, 2019
15. MOU with Max Health expired on December 31, 2020
16. Agreement between QRG Medicare Ltd. dated June 8, 2020
17. Service provider agreement with Radius Joint Surgery Hospital dated July 27, 2019.
18. Agreement with Express Clinic dated July 21, 2019
19. Dr. Singh City Hospital and Research Centre dated October 28, 2019
20. Vidur Clinic
21. Ahooja Eye and Dental Hospital
22. Apollo Spectra Hospital
23. Amri Hospital
24. DNA multispeciality hospital
25. Geo medcore
26. Hosmat hospital
27. Ivy Hospital
28. Indus Hospital
29. Medistar Hospital
30. Platinum Hospital
31. Genu Path lab centres
32. Irene Hospital
33. Jeewan Hospital
34. Mahajan Eye Hospital
35. National Heart Institute
36. Paramount Hospital
37. Sheetla Hospital
38. Shivam Hospital
39. Sitaram Bhartria Hospital
40. The Birthplace Agreement
41. Vansh Hospital
42. United Ciigma Hospital
43. Colours hospital
44. Rgent Hospital
45. Sum ultimate hospital
46. Neo Hospital Partnership
47. Shree Narayan Hospital
48. Vedant Hospital
49. Vinayak Hospital
50. Yashoda Hospital

## **SCHEDULE XV | HOSPITAL AGREEMENTS WITH UNLIMITED LIABILITY**

1. Service agreement with M/s Amcare Hospital dated August 5, 2019
2. Service agreement with Aster CMI Hospital dated June 27, 2019
3. Service agreement with Medicare Hospital, Aurangabad dated December 17, 2020
4. Service provider agreement with Pushpawati Singhanian Research Institute dated July 27, 2019
5. Service provider agreement with Reliable Hospital dated September 14, 2019
6. Service provider agreement with Yatharth Wellness Super Specialty Hospital dated August 23, 2019
7. Service provider agreement with Dr. Agarwals Eye Clinic dated October 16, 2019
8. Service agreements with Appaswamy Hospital dated October 10, 2019
9. Service agreement with Ashoka Medcover Hospital dated January 22, 2020
10. Service agreement with Ayush Multispeciality Hospital and Advanced Leprosy Centre dated October 30, 2019
11. Service provider agreement with Chandan Health Pvt. Ltd dated September 26, 2019
12. Service provider agreement with City hospital research and diagnostic centre dated November 12, 2019
13. Service provider agreement with Leading Web Services Private Limited dated December 22, 2020
14. Service provider agreement with Cygnus Orthocare Hospital dated September 19, 2019.
15. Service provider agreement with Eden Critical Care Hospital
16. Service provider agreement with Diyos Hospital dated November 07, 2019
17. Service provider agreement with Dr. Roshanlal Hospital dated December 20, 2019
18. Service provider agreement with Glenegas Global Hospital dated November 05, 2019.
19. Service provider agreement with Goyal Hospital and Urology Centre- Laboratory dated July 27, 2019
20. Service provider agreement with Gupta Multispeciality Hospital dated October 30, 2019.
21. SNPL agreement with Sri Neurocare Private Limited dated October 17, 2019
22. Service provider agreement with International Hospital dated October 05, 2019
23. Service provider agreement with Jaslok Hospital and Research Centre dated January 16, 2021
24. Service provider agreement with Kasturi Hospital October 15, 2019.
25. Service provider agreement with Ketki Research Institute of medical sciences ltd. dated November 01, 2019
26. Service provider agreement with Rigid Hospitals Pvt. Ltd. dated October 14, 2019.
27. Service provider agreement with Manas Hospital dated October 14, 2019
28. Service provider agreement with Manik Hospital dated December 21, 2019
29. Service provider agreement with Mayo Medical dated September 27, 2019
30. Service provider agreement with Rhea Healthcare Pvt ltd dated October 30, 2019
31. Service provider agreement with Dr. Balabhai Nanavati Hospital dated February 15, 2019
32. Service provider agreement with Ojas Multispeciality Hospital dated October 18, 2019
33. Service provider agreement with Paras Bliss Hospital dated October 17, 2019
34. Service provider agreement with Paras Hospital, Panchkula dated October 17, 2019
35. Service provider agreement with Telerad Rx Dx Healthcare Pvt. Ltd. dated November 22, 2019.
36. Service provider agreement with Sankara Eye Hospital dated October 22, 2019
37. Service provider agreement with Shalby Hospital dated November 15, 2019
38. Service provider agreement with Triton Hospital dated October 3, 2019

## SCHEDULE XVI | DISCLOSURE LETTER/UPDATED DISCLOSURE LETTER

[Date]

To:

**Docprime Technologies Private Limited**

[insert address]

Subject: **Share Purchase Agreement dated [•], entered into, *inter alia*, amongst Visit Health INC, Docprime Technologies Private Limited, Visit Health Private Limited and Persons Listed in Schedule III**

Dear Sirs,

1. This letter, together with its schedules, shall be the [Disclosure Letter / Updated Disclosure Letter] for the purposes of the Agreement, and shall be deemed to be incorporated in the Agreement.
2. Unless otherwise specified, capitalised words and expressions used in this [Disclosure Letter / Updated Disclosure Letter] but not defined herein shall have the same meaning ascribed to them in the Agreement, and the principles of interpretation as set out in Schedule II (Interpretation) of the Agreement shall *mutatis mutandis* apply to this [Disclosure Letter / Updated Disclosure Letter].
3. The disclosures under this [Disclosure Letter / Updated Disclosure Letter] are solely for the purpose of qualifying the applicable Seller Warranties as set out in Schedule XI (The Warranties) of the Agreement.
4. The headings and sub-headings used in this [Disclosure Letter / Updated Disclosure Letter] are for convenience only and shall not affect the interpretation of any provision of this [Disclosure Letter / Updated Disclosure Letter].
5. The Seller and the Company hereby makes the following disclosures with respect to the Warranties contained in the Agreement:

#	PARAGRAPH NUMBER OF SCHEDULE XI	DISCLOSURE
1.	[•]	[•]

6. The provisions of Clause 12 (*Notices*) and Clause 13 (*Governing Law, Jurisdiction and Dispute Resolution*) of the Agreement shall *mutatis mutandis* apply to this [Disclosure Letter / Updated Disclosure Letter] and are hereby incorporated by reference.
7. Please acknowledge receipt of this [Disclosure Letter / Updated Disclosure Letter], by signing and returning to us the copy of this [Disclosure Letter / Updated Disclosure Letter].

Yours faithfully,



On behalf of the Seller and the Company

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Dated: [•]

Yours faithfully,

On behalf of **Docprime Technologies Private  
Limited**

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[•]  
Authorized Signatory