

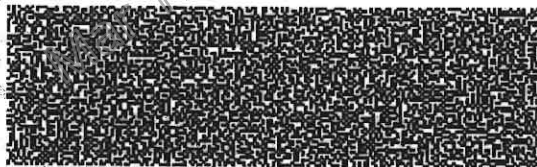
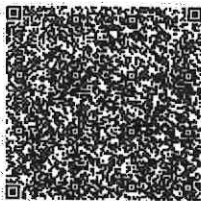


Government of Karnataka

Rs. 500

e-Stamp

Certificate No.	: IN-KA16311616766491X
Certificate Issued Date	: 07-Jan-2025 01:33 PM
Account Reference	: NONACC (FI)/ kacrsf108/ MURUGESHPALYA/ KA-SV
Unique Doc. Reference	: SUBIN-KAKACRSFL0869064263489897X
Purchased by	: MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
Description of Document	: Article 5(J) Agreement (in any other cases)
Property Description	: BRAND LICENSE AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
Second Party	: MANIPAL HOSPITALS BENGAL PRIVATE LIMITED
Stamp Duty Paid By	: MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE
BRAND LICENSE AGREEMENT EXECUTED BETWEEN MANIPAL
HEALTH ENTERPRISES PRIVATE LIMITED AND MANIPAL
HOSPITALS BENGAL PRIVATE LIMITED.



Statutory Alert:

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2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

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BRAND LICENSE AGREEMENT

Dated: 01st April 2025

Between

**MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
(Licensor)**

AND

**MANIPAL HOSPITALS BENGAL PRIVATE LIMITED
(FORMERLY NORTH BENGAL CLINIC PRIVATE LIMITED)
(Licensee)**



confidential
Dhananjay Sreeram
Khaitan & Co
Mar 17, 2026 2:27 AM EDT



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confidential
Dhananjay Sreeram
Khaitan & Co
Mar 17, 2026 2:27 AM EDT



BRAND LICENSE AGREEMENT

This **BRAND LICENSE AGREEMENT** (“**Agreement**”), dated 01st April 2025 (the “**Execution Date**”), is made by and between:

MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED (CIN: U85110KA2010PTC052540), a company incorporated under the Companies Act, 2013, having its registered office at The Annex, #98/2, Rustom Bagh, HAL Airport Road, Bengaluru – 560 017, India (hereinafter referred to as the “**Licensor**”, which expression shall, unless repugnant to or inconsistent with the meaning or context thereof, be deemed to include its successors and permitted assigns);

AND

MANIPAL HOSPITALS BENGAL PRIVATE LIMITED (Formerly North Bengal Clinic Private Limited) (CIN:U85110WB1993PTC060388), a company incorporated under the Companies Act, 1956 and having its registered office at 127 Mukundapur, E M Bypass, Kolkata, West Bengal – 700099, India (hereinafter referred to as **Licensee**’, which expression shall, unless repugnant to or inconsistent with the meaning or context thereof, be deemed to include its successors and permitted assigns);

In this Agreement, each of the Licensor and the Licensee are individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS:

- A. The Licensor is engaged in the business of *inter alia*, providing medical and clinical services including secondary and tertiary healthcare services to public at large, from various centres located all over the world. It has well established multi-specialty and super speciality hospitals located in various parts of India and the World.
- B. The Licensor owns the Brand (*as defined hereinafter*).
- C. The Licensee is engaged in the business of *inter alia*, providing medical and clinical services including secondary and tertiary healthcare services to public at large, from its hospitals.
- D. The Licensee proposes to procure from the Licensor, and the Licensor proposes to provide to the Licensee, a license to use the Brand of the Licensor in the name, logo, business and marketing and promotional materials of the Hospital (*as defined hereinafter*) on the terms and conditions agreed between the Parties and specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which is



hereby jointly acknowledged and confirmed, the Parties, intending to be legally bound, hereby contract and agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised terms used in this Agreement, unless repugnant to the meaning or context thereof, shall: (a) have the meaning assigned to them in this Clause or elsewhere in this Agreement, as the case may be:

"Affiliate" means with respect to any Person, any other Person which, directly or indirectly, Controls, is Controlled by or is under common Control with such Person;

"Agreement" means this Brand License Agreement, and includes all schedules, exhibits, annexes and/or any supplements or amendments to this Agreement executed in writing by the Parties;

"Applicable Law" all statutes, enactments, acts of legislature or parliament, ordinances, rules, byelaws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, tribunal, board, court or recognized stock exchange in India;

"Approval" shall mean and include any approval, license, consent, registration, permit, concession, allowance, certificate, exemption, grant, order, declaration, filing and / or authorization required from any Person or other Governmental Authority;

"Brand" means the trade name and trademark and all rights over the same (including, a copyright), which are registered in the name of the Licensor or in respect of which Licensor has made an application for registration under the Trademarks Act, 1999 and/or the Copyright Act, 1957, or in respect whereof the Licensor has any right under Applicable Law, and whose details are set forth in **Schedule A**; and includes any successor Intellectual Property and/or rights therein, and any modifications made thereto, from time to time;

"Business Day" means a day (other than a Saturday or a Sunday) on which scheduled commercial banks are generally open for business in India;

"Confidential Information" in relation to a Party means:

- (a) any and all confidential or proprietary information and materials (including all oral, visual, electronic information, and all information recorded in writing or electronically or in any other medium or by any other method), as well as all Intellectual Property and trade secrets belonging to any Party, its Affiliates;
- (b) any information obtained from, or provided by, the Party in the course of negotiating or performing this Agreement which is confidential or designated by



the Party as confidential;

- (c) any information required to be treated as confidential under the terms of this Agreement; and
- (d) any information about the existence or terms of this Agreement (or any draft of this Agreement);
- (e) but does not include any information that:
 - (i) was in the public domain when it was provided to the other Party;
 - (ii) becomes, after being provided to the other Party, part of the public domain, except through disclosure contrary to this Agreement;
 - (iii) was in the other Party's possession when it was provided to it and was not otherwise acquired from the Party directly or indirectly; or
 - (iv) was lawfully received from another person having the unrestricted legal right to disclose that information without requiring the maintenance of confidentiality; or
 - (v) to the extent that any information, materially similar to the Confidential Information, shall have been independently developed by a Party without reference to any Confidential Information furnished by the other Party hereto.

"Control" means, with respect to a Person, the power or right to, directly or indirectly:

- (a) direct or cause the direction of the management or policy decisions of such Person;
- (b) direct or cause the direction of the policy decisions exercisable by that Person; and / or
- (c) appoint or remove, or nominate for appointment or removal of, the majority of the directors (or equivalent managing personnel) of such Person, in each case, by a Person or Persons, whether acting individually or in concert, including any right arising by virtue of ownership of voting securities or management rights or contract or otherwise; and/or
- (d) the possession, directly or indirectly, of a voting interest of more than 50% (fifty percent).

"Effective Date" means 01st April 2025 date on which this Agreement shall become effective and come into force;

"Governmental Authority" shall mean any government (central, state or otherwise) or



sovereign state; any governmental agency, semi-governmental or judicial or quasi-judicial or regulatory or supervisory or administrative entity, department or authority, court or tribunal or any political subdivision thereof; or international organization, agency or authority, including, without limitation, any stock exchange or any self-regulatory organisation, established under any Applicable Law;

“Hospital” shall mean the hospitals owned and managed by the Licensee;

“Intellectual Property(ies)” means: (a) copyrights and all renewals thereof; (b) trademarks, trade names, service marks, service names, trade dress, logos, designs and corporate names, both primary and secondary, together with all goodwill relating thereto and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing (whether registered or unregistered), (c) trade secrets and other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information); (d) all other intellectual property rights and equivalent or similar forms of protection; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing; and includes “Know-how”

“Know-how” means any and all proprietary information, standard operating procedures, policies, protocols, manuals, advice, expertise, guidance and know-how used or deployed in relation to the operation and management of the Hospital and any other industrial, intellectual property or protected rights in any form derived there-from or relating thereto;

“Person” means any individual, entity, joint venture, company (including a limited liability company), corporation, partnership (whether limited or unlimited), proprietorship, trust (including its trustee or beneficiaries) or other enterprise (whether incorporated or not), Hindu undivided family, union, association of persons, Governmental Authority, and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees and the beneficiary or beneficiaries from time to time;

“Quality Standards Manual” means the quality standards manual adopted by the Licensor and governing *inter alia*, the manner, extent and limitations of use of the Brand, where such use of the Brand has been permitted by the Licensor in writing, including by way of this Agreement;

“Rights” means all rights in and over the Intellectual Property comprised in the Brand, and includes rights in and over all such Intellectual Property under Applicable Law, as is connected with, attendant to, related to or arising out of, the Brand;

“Royalty Fee” shall have the meaning given to it in Clause 3 of this Agreement; and

“Term” means the period commencing on the Effective Date and continuing until the effective date of termination of this Agreement in accordance herewith, unless mutually agreed otherwise by the Parties in writing.



1.2 Interpretation

- (a) This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors;
- (b) The recitals in and schedules to this Agreement shall form an integral part of this Agreement;
- (c) Unless the context of this Agreement otherwise requires:
 - (i) the singular includes the plural and *vice versa* and, in particular (but without limiting the generality of the foregoing), any word or expression defined in the singular has the corresponding meaning when used in the plural and *vice versa*;
 - (ii) words of any gender are deemed to include the other genders; and
 - (iii) references to the word "include" shall be construed without limitation;
- (d) The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Clauses or Schedules of this Agreement, as the case may be;
- (e) Any reference to a clause, sub-clause, paragraph, sub-paragraph, schedule or recital is reference to a clause, sub-clause, paragraph, sub-paragraph, schedule or recital of this Agreement. Any reference to any agreement, instrument or other document:
 - (i) shall include all appendices, exhibits and schedules thereto; and
 - (ii) shall be a reference to such agreement, instrument or other document as amended, supplemented, modified, suspended, restated or novated from time to time;
- (f) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings;
- (g) Reference to any legislation or Applicable Law or to any provision thereof shall include references to any such legislation or Applicable Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (h) The index, bold typeface, headings and titles herein are used for convenience of reference only and shall not affect the construction of this Agreement;



- (i) Any reference to “writing” means printing, typing or hand-written;
- (j) Any word or phrase defined in the body of this Agreement as opposed to being defined in Clause 1.1 above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or clearly appears from the context;
- (k) Unless specified otherwise herein, references to days, months and years are to calendar days, calendar months and calendar years respectively;
- (l) Time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence; and

The Parties have participated jointly in the negotiation and drafting of this Agreement. Accordingly, in the event an ambiguity or a question of interpretation arises in respect of any provision of this Agreement, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of authorship of any provisions of this Agreement.

2. USE OF THE BRAND

2.1 Grant of license

In consideration of the payment of Royalty Fees and other terms and conditions contained herein, Licensor hereby grants to the Licensee a non-exclusive and non-assignable license to use the Brand solely in relation to, and for use in, the name, logo, branding, patient and staff uniforms and operations of the Hospital, and only for the Term.

2.2 Permitted use

- (a) The Licensee undertakes to the Licensor to use the Brand only:
 - (i) in accordance with the terms and conditions of this Agreement, and the Quality Standards Manual. The Licensee further agrees and acknowledges that the Licensor may change the Quality Standards Manual from time to time, and the Licensee shall be required to comply with all such changes made by the Licensor to the Quality Standards Manual, for use of the Brand in accordance with this Agreement;
 - (ii) in compliance with Applicable Law; and
 - (iii) in connection with the name, logo, branding and/or operations, staff and patient uniforms of the Hospital, including, as part of a domain name,



- (b) The Licensee shall use the Brand in respect of the purposes specified in this Agreement. Subject to the foregoing, the specimen of all representations of the Brand which the Licensee intends to use pursuant to this Agreement (including the text and layout of all proposed advertisements and promotional material relating to the Hospital) shall first be submitted to the Licensor for its approval and shall not be used until the Licensor's written approval is obtained in this regard.
- (c) The Licensee agrees that it will not, without the prior written consent of Licensor:
 - (i) use any name or mark similar to or capable of being confused with the Brand; or
 - (ii) save as specified in Clause 2.2(b) above, use the Brand in conjunction with any other trade mark, trade or brand name.

2.3 Licensee's undertakings and acknowledgements

- (a) The Licensee agrees and undertakes that it will not at any time, directly or indirectly:
 - (i) use any name, trademark or service mark, or domain name, words, logos and/or symbols similar to or so resembling the Brand, that is/are similar to or capable of being confused with the Brand, or is/are likely to cause association with the Brand or deception in any manner;
 - (ii) contest or impair the use or ownership of Licensor in the Brand;
 - (iii) represent that it has any ownership of the Brand or the registration thereof, or holds any Rights or other rights in the Brand beyond those expressly granted to it under this Agreement;
 - (iv) do or omit to do anything which would tend to allow the Brand or any Rights and/or Intellectual Property comprised therein to become generic, to lose distinctiveness, prejudice any future registrations thereof, dilute or reduce the commercial value thereof, or be detrimental to or inconsistent with the good name, goodwill, reputation or image of the Licensor, or which would otherwise be likely to damage Licensor's Rights (including, rights in any registrations or applications relating to the Brand);
 - (v) authorize, assist or allow third parties to use the Brand and/or damage the Licensor's interest or reputation in the Brand;
 - (vi) act or purport to act as agent of the Licensor, or make any representation or give any warranty on behalf of the Licensor; or



- (vii) register or seek to register, anywhere in the world, any trademark, trade name, service mark, copyright, logo, domain name or symbol which is confusingly similar to or includes the Brand or any prominent feature of the Brand; or claim any other Intellectual Property of any kind in the Brand or any name and/or mark which uses the Brand, in whole or in part.
- (b) The Licensee acknowledges that the Licensor is the owner of the Brand at all times and shall affix any notices required by the Licensor relating to the Licensor's ownership of the Brand, to the materials where the Brand is used.
- (c) Notwithstanding anything contained herein, the Licensee shall:
 - (i) immediately cease further unauthorised use of the Brand to the extent that the Licensor determines that the Licensee's use of the Brand is in breach of this Agreement and in such circumstances, the Licensee shall destroy all material which the Licensor determines as a breach of the provisions of this Agreement, and confirm to the Licensor in writing that such destruction has taken place; and
 - (ii) provide, at the Licensee's own cost (unless expressly agreed otherwise with the Licensor), all necessary assistance to the Licensor in obtaining and maintaining trademark registrations, and other intellectual property protections for the Brand.

2.4 No creation of interest

Notwithstanding anything to the contrary, nothing contained in this Agreement shall give the Licensee (in whole or in part) any right, title or interest in the Brand or the goodwill attaching thereto or accruing therefrom, except for the limited right to use the Brand in accordance with this Agreement.

3. ROYALTY PAYMENTS

- 3.1 Keeping in view the fact that the Licensee is a subsidiary of the Licensor, the Licensor shall not demand and the Licensee shall not pay any royalty for a period of three years effective from the date of this Agreement.
- 3.2 After a period of three years as mentioned in 3.1 above, the Parties shall mutually agree upon the royalty payments based on the review of business performance of the Licensee.

4. NOTIFICATION OF INFRINGEMENTS

4.1 Notification

The Licensee shall:



- (a) notify Licensor in writing of any actual or suspected infringement of the Brand of which the Licensee becomes aware or which comes to the Licensee's notice; and
- (b) take such reasonable action as Licensor may direct, in relation to such infringement.

4.2 Legal action and proceedings

The Licensor shall have the sole right to decide whether or not proceedings shall be brought against such third parties. The Licensor may take such action either in its own name or alternatively, the Licensor may authorise the Licensee to initiate such action in the Licensor's name. In either event, the Licensee agrees to co-operate fully with the Licensor to whatever extent is necessary to prosecute such action, expenses shall be borne equally between the Licensee and the Licensor and all damages and costs which may be recovered be equally for the account of both Parties.

5. REPRESENTATIONS AND WARRANTIES

5.1 Mutual representations and warranties

- (a) Each Party hereby represents and warrants to the other Party as of the Execution Date and on the Effective Date, that:
 - (i) it is duly organized and validly existing under the Applicable Laws of its incorporation, and has full power and authority to enter into this Agreement;
 - (ii) the execution and delivery of this Agreement that may be executed by the Parties in connection with the Agreement and the performance by it of the obligations under this Agreement has been duly and validly authorized by all necessary corporate action on its part;
 - (iii) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms;
 - (iv) the execution and/or performance of this Agreement shall not violate its charter documents, any Applicable Laws, or any other deed, document, undertaking or covenant executed by it, including any obligation related to exclusivity;
 - (v) it is in receipt of all requisite Approvals for the commencement and carrying on of the activities for which it has been set-up and is authorised to undertake in terms of its charter documents, and for the performance of its obligations under this Agreement; and



- (vi) it has not taken any action and no other steps have been taken or legal proceedings started by or against it in any court of law for winding up, dissolution, administration or re-organization, declaring it as insolvent or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of any or all of its assets.
- (b) Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from this Agreement.

5.2 Licensor's representations as to ownership and use

Licensor hereby represents to the Licensee that:

- (a) it is the legal and the beneficial owner of the Brand and all Rights therein;
- (b) the use of the Brand by the Licensee pursuant to and in accordance with this Agreement will not infringe any Intellectual Property rights of any third party; and
- (c) the particulars of the Brand and registration of the Rights relating thereto, which are set out in **Schedule A**, are true and accurate.

6. TERMINATION

6.1 Termination

This Agreement may be terminated in any of the following manner:

- (a) Upon mutual agreement between the Parties in writing;
- (b) Upon expiry of the Term, unless the same is renewed by the Parties in writing.

6.2 Consequences of termination

Unless otherwise agreed to between the Parties in writing, but without prejudice to Clause 2.3(c), the following shall apply immediately with effect from the effective date of termination of this Agreement:

- (a) The consent granted to the Licensee for use of the Brand in the name and in connection with the Hospital pursuant to Clause 2, will automatically cease and stand withdrawn;
- (b) The Licensee shall:
 - (i) cease all use of the Brand, including any permitted usage incorporating the Brand;



- (ii) discontinue the use of the Brand in the Hospital's name, logo, branding, or otherwise in any manner;
 - (iii) within the time specified by Licensor and in any event as soon as possible, take all steps as may be necessary to change the Hospital's name, logo, branding and other uses, as aforesaid, to exclude any direct or indirect usage or reference to the Licensor and/or the Brand;
 - (iv) without prejudice to the foregoing, within the time specified by Licensor and in any event as soon as possible, remove the Brand from any items on which it is permitted to appear including in all promotional material, advertising and sales literature, staff and patient uniforms; and
 - (v) immediately upon receipt of written instructions from Licensor, return to Licensor all the Confidential Information of the Licensor in possession of the Licensee, and give reasonable assurance to Licensor that all Confidential Information of Licensor (including the Brand) has either been returned or destroyed.
- (c) Termination of this Agreement will not affect the any rights or remedies of either Party that may have accrued prior to the effective date of termination hereof.
- (d) All of the obligations of the Parties under this Agreement which are expressly or by their nature intended to survive the termination of this Agreement, including, Clause 2.3 (*Licensee's undertakings*), Clause 5 (*Representations and Warranties*), Clause 8 (*Confidentiality*), Clause 9 (*General*) and this Clause 6.2(d), shall survive expiration or termination of this Agreement.

7. COMPLIANCE WITH LAWS

Each Party must comply with all Applicable Laws in respect of its obligations under this Agreement.

8. CONFIDENTIALITY

8.1 Secrecy obligations

Each Party shall keep all Confidential Information of the other Party confidential and shall not, without the prior written consent of the other Party, divulge any Confidential Information to any other Person or use the Confidential Information other than for carrying out the purposes of this Agreement.

8.2 Secrecy obligations



The provisions of Clause 8.1 shall not be applicable and binding upon the Parties in respect of the following:

- (a) to the extent that any Confidential Information is required or requested to be disclosed by any Applicable Law or any applicable 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 Party; and
- (b) in so far as any Confidential Information is disclosed to the employees, directors or professional advisers of either Party, provided that such Party shall inform such Persons of the confidential nature of such Confidential Information.

8.3 Notification

Without limiting any Party's rights in respect of a breach of this clause, each Party will:

- (a) promptly notify the other Party of any unauthorized possession, use or knowledge, or attempt thereof, of the other Party's Confidential Information by any Person that may become known to such Party;
- (b) promptly furnish to the other Party full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the other Party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of the Confidential Information;
- (c) cooperate with the other Party in any litigation and investigation by or against third parties deemed necessary by the other Party to protect its proprietary rights; and
- (d) promptly use its best efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of the Confidential Information.

9. GENERAL

9.1 Notices

All notices under or in connection with this Agreement:

- (a) must be addressed follows (or as otherwise notified by that Party to the other Party in writing from time to time):

If to Licensee:

Name : Mr. Sameer Agarwal
Address : The Annexe, #98/2 Rustom Bagh Road, Off HAL
Airport Road, Bengaluru, 560017



Email : sameer.agarwal@manipalhospitals.com
For the attention of : Mr. Sameer Agarwal, Director

If to Licensor:

Name : Mr. Karthik Rajagopal
Address : The Annexe, #98/2 Rustom Bagh Road, Old
Airport Road, Bangalore, 560017
Email : karthik.rajagopal@manipalhospitals.com
For the attention of : Mr. Karthik Rajagopal, Chief Operating Officer

- (b) must be in writing and may be delivered by hand, by registered post, by courier, by facsimile or by electronic mail in accordance with the details specified above; and
- (c) will be deemed received:
 - (i) in the case of hand delivery, upon delivery;
 - (ii) if sent by registered post, on the 5th (fifth) day following posting;
 - (iii) if sent by courier, on the 3rd (third) day following posting or when proof of delivery is obtained by the posting Party, whichever is earlier;
 - (iv) if sent by facsimile or email (A) by 6.00 pm (local time at the place of receipt) on a Business Day, then on that day; or (b) after 6.00 pm (local time at the place of receipt) on a Business Day, or on a day that is not a Business Day, then on the next Business Day.

9.2 Disputes

- (a) The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between the respective authorized representatives having authority to settle the matter. Upon the written request of a Party, the Parties' designated authorized representatives will meet at a specified time and place for the purpose of resolving such dispute.
- (b) If the designated representatives are unable to resolve the dispute within 30 (thirty) Business Days of the first meeting of the authorized representatives, the dispute shall be resolved by binding arbitration in accordance with Clause 9.4 below.

9.3 Commencement of proceedings

Nothing in Clause 9.2 prevents a Party from commencing proceedings:

- (a) to avoid the expiration of any statutory limitation period; or



- (b) to obtain an injunction or other urgent interlocutory relief.

9.4 Arbitration

- (a) Any controversy, claim or dispute initiated, made, filed or alleged by any Party arising out of or relating to this Agreement, or the breach thereof or relationship created thereby, that is not resolved as set out above, shall be resolved exclusively by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended ("**Arbitration Act**"). If there is an arbitration proceeding in accordance with this Clause 9.4, the Parties agree as follows:
- (i) The arbitration shall be heard before a sole arbitrator appointed with the mutual consent of the Parties. If the Parties fail to agree on an arbitrator, within 30 (thirty) Business Days from the lapse of time period in Clause 9.2(b), the arbitrator shall be appointed in accordance with the Arbitration Act.
 - (ii) The arbitration shall be conducted in the English language and any arbitration proceedings under this Clause 9.4 shall be held in Bangalore, India.
 - (iii) The decision of the sole arbitrator shall be final and binding on the Parties, and shall not be subject to any appeal.
 - (iv) The losing Party, as determined by the arbitrator, shall pay all reasonable out-of-pocket expenses (including, without limitation, reasonable attorneys' fees) incurred by the other Party, as determined by the arbitrator, in connection with any such dispute.
- (b) Any issues relating to construction or interpretation of this Clause 9.4, including without limitation the jurisdiction of the arbitrator to resolve any controversy or claim pursuant to this Clause 9.4, will be resolved by the arbitrator.
- (c) The Parties agree to keep confidential to themselves and to their legal and professional advisers the existence and details of any dispute resolution proceedings pursuant to this Clause 9.4, including the Parties' submissions and evidence, and any awards, except to the extent that such documents or information are in the public domain or their disclosure is required by Applicable Law or is reasonably necessary to protect or pursue a legal right or remedy.

9.5 Governing Law and Jurisdiction

- (a) The validity, interpretation and performance of this Agreement, will be governed by and determined in accordance with the laws of India without reference to its choice of laws rules.



- (b) Subject to Clause 9.4, each Party irrevocably submits to the exclusive jurisdiction of the courts of Bangalore, India with respect to any proceedings which may be brought at any time relating to this Agreement.
- (c) Each Party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum.

9.6 Relationship of the parties

Nothing contained in this Agreement shall be deemed to constitute a partnership or other association as between the Parties and the relationship between the Parties shall be that of independent contractors. Except as specifically provided by this Agreement, neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party.

9.7 Entire Agreement

Except to the extent specified otherwise herein, this Agreement, constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter. Subject to the foregoing, neither Party has relied upon any representation or warranty in entering this Agreement other than those expressly contained herein.

9.8 Waiver

No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

9.9 Remedies cumulative

No right (including, without limitation, termination rights) or remedy herein conferred upon or reserved to either Party is intended to be exclusive of any other right or remedy available to it at law or in equity, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under Applicable Law, or in equity, whether now or hereafter existing.

9.10 Amendments

No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of each of the Parties.

9.11 Covenant of further assurances



The Parties covenant and agree that, subsequent to the execution and delivery of this Agreement and, without any additional consideration, each of the Parties will execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

9.12 Assignment

This Agreement shall be binding on the Parties and their respective successors and permitted assigns. The Licensee shall not assign any of its rights and obligations under this Agreement to any Person, without the prior consent of the Licensor. The Licensor shall not, without the prior consent of the Licensee, assign any of its rights and obligations under this Agreement to any Person, except to any Affiliate of the Licensor under written intimation thereof to the Licensee.

9.13 Severance

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to Applicable Law, then the remaining provisions of this Agreement, if capable substantial performance, shall remain in full force and effect.

9.14 Costs

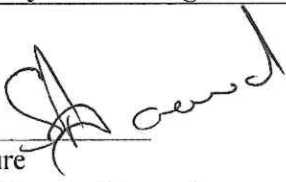
- (a) Save as otherwise provided in this Agreement, all costs and expenses incurred by a Party in connection with this Agreement, including without limitation, fees and expenses of its accountants, auditors, consultants, legal counsel and tax advisors, shall be exclusively for the account of and shall be borne by such Party (except as otherwise expressly provided herein).
- (b) The Parties shall equally bear the stamp duty, if any, payable in connection with this Agreement.

9.15 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Execution Date.

FOR MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED	
 Signature Name: Karthik Rajagopal Title: Chief Operating Officer	
FOR MANIPAL HOSPITALS BENGAL PRIVATE LIMITED (Formerly North Bengal Clinic Private Limited)	
 Signature Name: Sameer Agarwal Title: Director	
WITNESSES	
 Signature: Name: Title:	 Signature: Name: Title:



SCHEDULE A
DETAILS OF BRAND

Sr. No.	Mark	Status
1	Logo 	Registered
2	Manipal Hospitals – Life's On 	Registered
3	Logo 	Registered

