



கமரிமுநாடு தமில்நாடு TAMILNADU

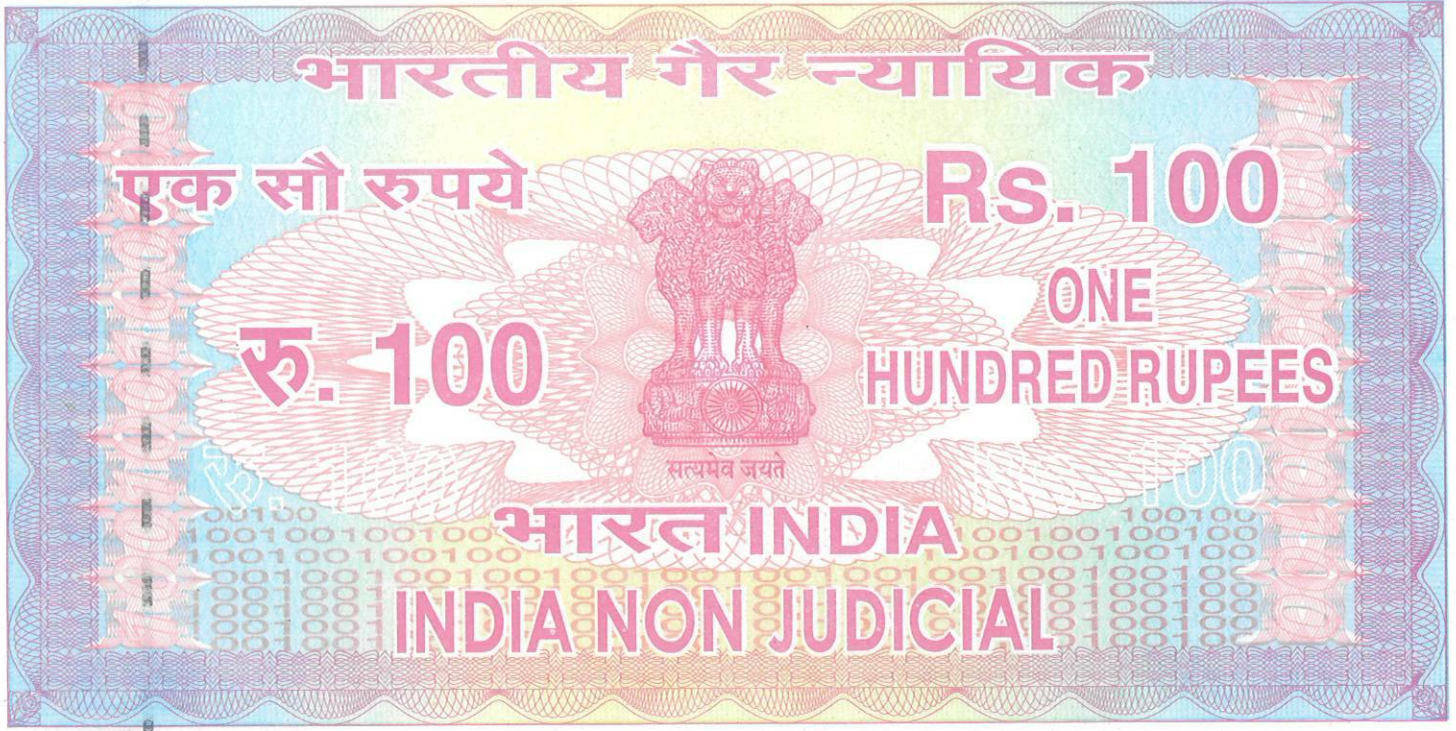
08 AUG 2024

Dr. Agarwal's Health Care Limited
Chennai

AV 101190

R. SHANMUGAVALLI
STAMP VENDOR L/No. 1090/B4/CH(C) 2021-9
62 / 107, Rama Street, Nungambakkam,
Chennai - 600 034. Mobile: 9445361496

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE
TRADEMARK LICENSE AGREEMENT DATED SEPTEMBER 09 2024
AMONG DR. AGARWAL'S HEALTH CARE LIMITED AND ORBIT
HEALTH CARE SERVICES (ZAMBIA) LIMITED



08 AUG 2024
Dr. Agarwal's Health Care Limited
Chennai

BC 704219
R. SHANMUGAVALLI
STAMP VENDOR L/No. 1090/B4/CH(C) 20
62 / 107, Rama Street, Nungambakk
Chennai - 600 034. Mobile: 9445361

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE
TRADEMARK LICENSE AGREEMENT DATED SEPTEMBER 09 2024
AMONG DR. AGARWAL'S HEALTH CARE LIMITED AND ORBIT
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08 AUG 2024
Dr. Agarwal's Health Care Limited
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DC 704214
R. SHANMUGAVALLI
STAMP VENDOR L/No. 1090/B4/CH(C) 202
62 / 107, Rama Street, Nungambakka
Chennai - 600 034. Mobile: 94453614

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE
TRADEMARK LICENSE AGREEMENT DATED SEPTEMBER 09 2024
AMONG DR. AGARWAL'S HEALTH CARE LIMITED AND ORBIT
HEALTH CARE SERVICES (ZAMBIA) LIMITED

TRADEMARK LICENSE AGREEMENT

DATED SEPTEMBER 09 2024

AMONG

DR. AGARWAL'S HEALTH CARE LIMITED

(Licensor)

AND

ORBIT HEALTH CARE SERVICES (ZAMBIA) LIMITED

(Licensee)

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the “**Agreement**”) executed at Chennai on September 09 2024 (“**Execution Date**”):

AMONGST

1. **DR. AGARWAL’S HEALTH CARE LIMITED**, a company incorporated under the Companies Act, 1956, with corporate identity number U85100TN2010PLC075403 and having its registered office at 1st Floor, Buhari Towers, No. 4, Moores Road, Off Greams Road, Near Asan Memorial School, Chennai, Tamil Nadu 600 006, India (hereinafter referred to as the “**Licensor**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns);
2. **Orbit Health Care Services (Zambia) Limited**, a company incorporated under laws of Zambia, with Company Number 116675 and its registered office at No. 1632, Kapatu Road , Light Industrial Area Lusaka Zambia , (hereinafter referred to as the “**Licensee**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns)

Each of the Licensor and the Licensee shall hereinafter be referred to individually as a “**Party**” and jointly as “**Parties**”.

WHEREAS

- (A) The Licensor owns certain registered Trademarks (as defined below) in India that has been invested in and developed by the Licensor
- (B) The Licensor is a company incorporated under the Companies Act, 1956, and is engaged in the business of providing a comprehensive range of eyecare services, covering surgeries, diagnosis and non-surgical treatments, doctor consultations, and the sale of optical and eyecare related pharmaceutical products in India or outside India. (“**Business**”)
- (C) The Licensee is desirous of using the Trademarks for the Business and the Licensor agrees to grant a license to the Licensee in respect of the Trademarks on the terms and conditions set forth under this Agreement.

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

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

For the purposes of this Agreement, unless repugnant to the meaning or context hereof, the following expressions shall have the following meanings:

“**Affiliate**” means with respect to an entity, any Person, which, directly or indirectly, Controls, is Controlled by, or is under common Control with such entity, whether acting individually or in concert, including any right arising by virtue of shareholding, management rights, contract or otherwise.

“**Agreement**” shall mean this trademark license agreement executed among the Parties, along with its schedules, annexures and exhibits, if any, and all instruments amending,

modifying or confirming this agreement in accordance with the provisions of this agreement, if any, in each case as they may be amended from time to time.

“**Applicable Law**” shall mean all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or Person acting under the authority of any Governmental Authority of the Republic of India, whether in effect on the date of this Agreement or thereafter, applicable to any Party, in force and as amended from time to time.

“**Board**” means the Board of Directors of the Company.

“**Business**” shall have the meaning given to such term in Recital B.

“**Business Day**” means a day when banks and courts are open and working in their regular course of business in Chennai, Tamil Nadu, India, except Saturdays and Sundays.

“**Control**” (including with correlative meaning, the terms, “**Controlling**”, “**Controlled by**” and “**under common Control with**”), with respect to a Person, shall mean the acquisition or control, directly or indirectly, of more than 50% (fifty per cent) of the voting rights or of the issued share capital of such Person or the right to appoint and/or remove all or the majority of the members of the board of directors or other governing body of such Person, the power to direct or cause the direction of the management, to merge and exercise significant influence on the management or policies of such Person, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, through contract or otherwise;

“**Company**” means Dr Agarwal’s Health Care Limited.

“**Effective Date**” shall mean September 09 2024.

“**Execution Date**” shall have the meaning given to such term in the Preamble.

“**Financial Year**” shall mean the financial year beginning from April 1 of a calendar year and ending on March 31 of the immediately succeeding calendar year.

“**Force Majeure**” shall mean earthquakes, pandemics, floods, fires, explosions, acts of God, acts of State, war, terrorism, fire explosion, strike, go-slow, action of any Governmental Authority, including change in governmental policy (post the Effective Date), or any other cause, which is beyond the reasonable control of a Party claiming occurrence of the force majeure event.

“**Governmental Authority**” shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity, having or purporting to have jurisdiction on behalf of the Republic of India or any state or other sub-division thereof or any municipality, district or other subdivision thereof, including without limitation the Government of India and the Reserve Bank of India.

“**License**” shall have the meaning given to such term in Clause 2.1.

“**Liccnsc**” shall have the meaning given to such term in the Preamble.

“**Licensor**” shall have the meaning given to such term in the Preamble.

“**Person**” shall mean any individual, joint venture, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or other enterprise, Hindu undivided family, union, association, government (central, state or otherwise), or any agency, department, Governmental Authority or political subdivision thereof, 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 for the time being.

“**Tax**” or “**Taxes**” shall mean all direct and indirect taxes including any tax deduction, tax withholding that are imposed, levied, collected, withheld or assessed on the License Fee payable under this Agreement now or in the future by Applicable Law or by any Governmental Authority of India or any other foreign government or authority;

“**Third Party**” shall mean any Person that is not a Party.

“**Trademarks**” shall mean each of the trademarks set forth in **ANNEXURE I** of this Agreement as on the Effective Date, and shall include all trademarks and logos registered in the name of the Licensor and the applications made by the Licensor after the Execution Date in relation to any project(s) in which the Company has acquired an interest, either directly or indirectly, including any part thereof and any design, character, symbol and visual representation of the same.

1.2 Interpretation

In this Agreement:

- (i) the descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of this Agreement;
- (ii) any reference to any Applicable Law shall be deemed to include a reference to such Applicable Law as is re-enacted, modified or amended from time to time;
 - (a) unless the context otherwise requires;
 - (b) words importing the masculine gender shall also include the feminine gender and *vice versa*; and
 - (c) the use of the singular shall include the plural and *vice versa*;
 - (d) references to a particular Clause, paragraph, sub-paragraph, section or Annexure shall, except where the context otherwise requires, be a reference to that Clause, paragraph, sub-paragraph, section or Annexure in or to this Agreement;
 - (e) the words “include” and “including” are to be construed without limitation;
 - (f) unless otherwise specified, time periods within or following which, any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following Business Day, if the last day of such period is not a Business Day;
 - (g) unless otherwise specified, whenever any payment is to be made or action taken under this Agreement is required to be made or taken on a day, other

than a Business Day, such payment shall be made or action taken on the next Business Day;

(h) the terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to this Agreement as a whole; and

(iii) except as expressly provided in this Agreement, all amounts in this Agreement are stated and shall be paid in USD currency.

2. THE LICENSE

2.1 The Licensor hereby grants to the Licensee a non-exclusive; non-transferable, non-sub-licensable license (the “**License**”), to use the Trademarks commencing from the Effective Date in India and anywhere else in the world, with respect to or in connection with the Business, and in accordance with the terms and conditions set forth under this Agreement. The Licensee shall not sub-license the Trademarks or authorize the use thereof by its Affiliates, and shall not sublicense or authorize the use of the Trademarks.

2.2 The Licensee shall pay the Licensor, as license fee as prescribed under Annexure A of this Agreement.

2.3 All payments under the Agreement shall be subject to deduction of Taxes at the applicable rate. If the Licensor is eligible to claim any exemption or is subject to Tax at a lower rate, relevant supporting documents shall be produced by the Licensor for the Licensee to apply such beneficial provisions. Necessary proof of withholding of Taxes ought to be produced by the Licensee to enable Licensor to claim credit for the Taxes withheld by Licensee within the period prescribed under the relevant statute.

2.4 The Licensor shall charge and collect applicable goods and services tax on the license fees from the Licensee.

2.5 Licensor shall submit to Licensee, invoices within 30 days from the each of each half year ending on September/ March of every year. The Licensor shall raise the invoices in INR currency. The Licensee shall pay the Licensor the undisputed invoices within 60 days from the date of invoice. True up/True down adjustments will be made in the year end from an arms length perspective.

2.6 The Licensee may, in its discretion, use the Trademarks for inter-alia the purposes of undertaking Business (whether as or in a trademark, service mark, trade name, corporate name, domain name), and in any other mode of publicity or communication in relation to the Business.

2.7 The Licensor acknowledges that the Licensee have been using some of the Trademarks in relation to or in connection with the Business prior to the Effective Date and it records its no-objection hereby and waives all the claims that it may have against the Licensee for use of such Trademarks for the period prior to the Effective Date.

2.8 The Licensor shall, at its own cost, take all steps required to obtain, maintain and renew the registrations for the Trademarks (and apply for new registrations and prosecute same until completion) and shall take reasonable steps to ensure that such registrations are valid, subsisting and enforceable during the subsistence of this Agreement.

2.9 Nothing contained in this Agreement shall prevent or restrict disclosure of this Agreement or any of its terms in connection with or in relation to a capital raise by the Company,

including without limitation, in offer documents, offering material, presentation, filing or submission in connection thereof.

- 2.10** The Licensee acknowledge and agree that all rights not expressly granted herein and all rights connected therewith are reserved by the Licensor. Other than as expressly provided in this Clause 2, the Licensee shall not use or associate or represent any association with the Trademarks, including those confusingly similar, in any manner or form (including as a brand or a logo).

3. REPRESENTATIONS AND WARRANTIES

- 3.1** Each Party represents and warrants to the other Party as follows:

- (i) Such Party has been duly incorporated, organized or settled and is validly existing under the laws of the jurisdiction of its incorporation/registration and such Party has the full power, capacity and authority to execute, deliver and perform this Agreement.
- (ii) This Agreement has been duly executed and delivered by such Party and, assuming the due authorization, execution and delivery by all other parties hereto, constitutes valid and binding obligations of such Party enforceable against such Party in accordance with its terms, subject to any principles of equity or insolvency law.
- (iii) The execution, delivery and performance by such Party of this Agreement will not (i) conflict with, or result in, a breach of the terms, conditions or provisions of any agreement or instrument to which it is a party or by which it is bound or, (ii) result in a violation of its constitutional documents or, (iii) contravene any Applicable Law to which it is subject, or any order, writ, injunction or decree of any court or Governmental Authority to which it is subject.
- (iv) No liquidation, dissolution, winding up, commencement of bankruptcy, insolvency or similar proceedings, whether voluntary or involuntary, with respect to it is pending or has been pending, or to the knowledge of such Party, threatened.

- 3.2** The Licensor represents and warrants that:

- (i) It has made applications for the respective Trademarks as set forth in Annexure I, and is entitled to grant the rights granted to the Licensee under this Agreement;
- (ii) It has not received any notice in relation to any dispute relating to the Trademarks.

4. USE OF TRADEMARKS

- 4.1** The use of the Trademarks by the Licensee under this Agreement shall be based upon the following principles:

- (i) The Licensee shall use the Trademarks only in the form and manner specified by the Licensor (or in a manner consistent with past practice or Licensor's own use of the Trademarks) and in accordance with the terms of this Agreement.
- (ii) The Licensee shall always use the Trademarks in accordance with general guidelines for proper trademark usage by ensuring that the Trademarks are not used in a manner that would create risk that the Trademarks become generic.

5. OBLIGATIONS OF LICENSEE

- 5.1 The Trademarks shall not be used upon or in relation to any goods or services other than the Business, without the prior written approval of the Licensor.
- 5.2 The Licensee recognize the title of the Licensor to the Trademarks and it shall not do or suffer to be done any act or thing, which will in any way impair or prejudice the rights of the Licensor in and to the Trademarks. The Licensee shall immediately, and in any case within 7 (Seven) Business Days notify the Licensor of any notices of infringement it receives in respect of the Trademarks.
- 5.3 The Licensee shall not in any manner, during the subsistence of this Agreement, represent that it has any proprietary interest in the Trademarks and the Licensee specifically acknowledge that every permitted use of the Trademarks, shall inure to the benefit of the Licensor and any goodwill that accrues to the same during the subsistence of this Agreement shall vest in the Licensor.

6. OBLIGATION OF THE LICENSOR

- 6.1 The Licensor undertakes to intimate the Licensee upon the applications for registration of the Trademarks being approved within 7 (Seven) days' of receipt of such approval.
- 6.2 In the event that the applications are rejected and/or the Licensor is directed to cease to use the Trademarks in any manner, the Licensor shall forthwith intimate the Licensee of the same and cause it to cease using the Trademarks.

The Licensor is responsible for all activities on an ongoing basis relating to development, maintenance, protection and requisite support towards any enhancement and exploitation of the trademarks licensed under this agreement.

7. INDEMNITY

- 7.1 Each Party shall indemnify, defend and hold harmless the other Party and its representatives, directors, officers and members from and against any and all costs, liabilities, causes of action and expenses (excluding indirect and consequential losses), including, without limitation, interest, penalties, reasonable attorney fees, and all amounts paid in the defense any claim, action or proceeding that relate in any way to: (a) any breach of this Agreement or non-fulfilment of any of the terms, conditions, covenants and obligations of such Party under this Agreement; or (b) any violation of any Applicable Law by such Party in connection with the use of the Trademarks.
- 7.2 In no event shall any Party be liable for any special, punitive, incidental, indirect or consequential damages in connection with this Agreement, except for any such damages awarded to Third Parties in a claim indemnified in Clause 7.1.
- 7.3 The Licensor shall not have any liability arising out of or in connection with the Licensee's usage of the Trademarks and the Licensee shall hold harmless the Licensor for any liability arising therefrom.

8. TERM AND TERMINATION

8.1 Term

The License granted under this Agreement shall be effective from the Effective Date and shall remain valid until terminated in accordance with Clause 8.2 below.

8.2 Termination

This Agreement shall be terminable by the Licensor with a 7 (Seven) days' notice in the following circumstances:

- (i) If the Licensee ceases to be a subsidiary of the Company;
- (ii) If the Licensee ceased to be Controlled by the Company;
- (iii) If the Licensee commit a breach or default of any of the terms or conditions of this Agreement; or
- (iv) If terminated by mutual consent of the Parties in writing.

8.3 Effect of Termination

Upon termination of this Agreement in accordance with Clause 8.2 above:

- (i) The Licensee shall cease to have any right to use the Trademarks or to represent itself as connected with the Trademarks and shall cease to use the Trademarks in any material immediately from the date of termination of this Agreement (or such extended period as may be mutually agreed among the Parties);
- (ii) The Licensee shall return all blocks, dies, materials etc. utilized in making and printing the Trademarks to the Licensor within a period of 7 (Seven) days from the date of termination of this Agreement (or such extended period as may be mutually agreed among the Parties) including obscuring or deleting all materials in its possession or under its control which reproduce or display the Trademarks or else deliver to the Licensors all materials in its possession or under its control which reproduce or display the Trademarks; and
- (iii) The termination of the Agreement shall not impair or destroy any of the rights or remedies available to either Party, or relieve either Party from its obligation to comply with any of the provisions of this Agreement which shall have accrued prior to the date of termination.

9. NOTICE OF INFRINGEMENT

9.1 Each Party undertakes to promptly notify the other Parties in writing, all cases of infringement or suspected or threatened infringement and/or passing off and/or misuse or like legal proceedings of the Trademarks of which the respective Party receives written notice.

9.2 In the event of the Licensor undertaking any opposition to or any action to restrain or punish such act or acts, the Licensee agrees to cooperate fully and freely with the Licensor at the Licensor's cost including providing to the Licensors all assistance which the Licensors may reasonably require in connection with any action it may decide to take in relation thereto (including bringing or joining in proceedings brought by the Licensors). Any damages recovered as a result of such proceedings shall accrue to the Licensors.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 This Agreement shall be governed in all respects by the laws of India and subject to the provisions of Clause 10.2 (*Disputes*), the courts at Chennai, India shall have exclusive jurisdiction.

10.2 Disputes

- (i) The Parties agree to negotiate in good faith to resolve any dispute between them relating to this Agreement.
- (ii) Upon the Parties being unable to resolve the dispute as aforesaid, the dispute shall be referred to mediation by a single mediator appointed mutually by the Parties. If the Parties are unable to resolve the dispute through mediation within 30 (Thirty) days, the disputes or differences shall be submitted to final and binding arbitration at the request of either of the disputing Parties upon written notice to that effect to the other. In the event of such arbitration:
- (iii) the arbitration shall be in accordance with the Indian Arbitration Act 1996, and the rules in force at the relevant time (which is deemed to be incorporated into this Agreement by reference);
- (iv) All proceedings of such arbitration shall be in the English language. The venue of the arbitration shall be Chennai, which shall also be the seat of arbitration;
- (v) The disputing Parties shall jointly appoint 1 (One) arbitrator;
- (vi) Arbitration award rendered shall be final, binding on the Parties.
- (vii) Nothing shall preclude a Party from seeking interim equitable or injunctive relief, or both, from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy for monetary losses through the arbitration described in this Clause 10.2.

11. NOTICES

- 11.1** Any notice which may be or is required to be given under this Agreement shall be written or sent by facsimile to the number set out below, or sent to the intended recipient at its e-mail, or delivering it by hand, or sending it prepaid by a recognized courier service, to the address set out below and in each case marked for the attention of the relevant Party set out below (or as otherwise notified from time to time in accordance with the provisions of this Clause 11. Any notice so served by hand, fax, e-mail or courier shall be deemed to have been duly given: (a) in the case of delivery by hand, when delivered; (b) in the case of fax or e-mail, at the time of transmission; (c) in the case of delivery by a recognized courier service, when delivered.

If to the Licensor:

Licensor

Attention	:	Mr Thanikainathan, Vice President - Corporate Affairs & Company Secretary
Address	:	1 st Floor, Buhari Towers, No. 4, Moores Road, Off Greams Road, Near Asan Memorial School Chennai, Chennai, Tamil Nadu 600 006
Email	:	thanikainathan.a@dragarwal.com

If to the Licensee:

Attention: Authorised Signatory
Address: 51B, Rue du Savoir, Ground Floor, Cybercity, Reduit Ebene 72201
Mauritius,
Email: investor@drgarwal.com

Either Party may change the above information by giving notice to the other Party pursuant to this Clause 11

12. GENERAL PROVISIONS

12.1 Force Majeure

Neither Party shall be entitled to claim benefit of a Force Majeure event unless it has intimated the other Party of any occurrence of such event within a period of 24 (Twenty Four) hours from the occurrence of such Force Majeure event, indicating therein the steps that it is taking or intending to take to mitigate the effect of such Force Majeure on the performance of its obligations under this Agreement.

12.2 Assignment

The rights of the Licensee under this Agreement shall not be transferable or assignable without Licensor's approval.

12.3 Binding Nature

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

12.4 Amendment and Waiver

This Agreement may be amended only in writing signed by all Parties. No waiver by either Party of any covenant, condition or breach of any covenant of this Agreement to be kept or performed by the other Party shall be construed as a waiver by the waiving Party of any subsequent breach of such covenant or condition or authorize the breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement.

12.5 Severability

Each Clause, paragraph, term and provision of this Agreement and any portion thereof, to the extent permitted by Applicable Law, shall be considered severable. If any provision of this Agreement is deemed unenforceable due to its scope, a provision containing the maximum enforceable scope permitted by Applicable Law shall be substituted, therefore. The Licensee agrees that the existence of any claims it may have against the Licensor shall not constitute a defense to enforcement of the provisions of this Agreement. The Parties agree to cooperate in any revision of this Agreement, which may be necessary to comply with Applicable Law.

12.6 Survival

Termination of the Agreement shall not relieve either Party of its obligations under Clause 1 (*Definitions and Interpretation*), Clause 3 (*Representations and Warranties*), Clause 7

(Indemnity), Clause 8.3 *(Effect of Termination)*, Clause 10 *(Governing Law and Dispute Resolution)*, and Clause 12 *(General Provisions)*, which shall survive the expiry or termination of this Agreement in accordance with its terms.

12.7 Reporting and Inspection

1. The Licensee shall report the status of use of the Trademarks in writing upon the request from the Licensor.
2. The Licensor may carry out an inspection of the Licensee during Licensee's business hours to ensure the adherence to the terms of this agreement, with a prior notice to the Licensee.

12.8 Entire Agreement

This Agreement (including its Schedules) constitutes the entire agreement between the Parties in relation to the subject matter hereof. Accordingly, this Agreement supersedes all prior agreements, documents, letters, correspondence and the like executed by any Party in relation to the matters connected herewith.

Annexure A

License Fee

Licensee	Fees
Orbit Health Care Services (Zambia) Limited	<p>INR 2,00,000 (Equivalent USD arrived based on the exchange rate prevailing) for each branch operated under the Licensee for each of the respective financial year beginning from Financial Year 2025 in the following manner:</p> <ul style="list-style-type: none">a. An amount of INR 1,00,000 (Constituting 50% of the annual fee mentioned above) shall be payable on half yearly basisb. If a new branch is opened under the entity the fee shall be payable commencing from that half of the year in which the branch was opened, as the case may be

Illustration

Orbit Health Care Services (Mauritius) Ltd. currently operates 3 branches in Mauritius and shall pay an amount of INR 6,00,000 in aggregate payable in two equal half yearly instalments.

Where a fourth branch has been opened –

- 1) Before 30th September of that Financial Year- INR 2,00,000 shall be paid as License fee for that branch in two equal half yearly instalments
- 2) After 31st September of that Financial Year- INR 1,00,000 shall be paid as License fee for that branch for the half year period 31st September to 31st March of that Financial Year

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

SIGNED AND DELIVERED

BY THE BOARD ON BEHALF OF DR. AGARWAL'S HEALTH CARE LIMITED



Authorized Signatory

Name: Dr Adil Agarwal
Title: Whole Time Director

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

**SIGNED AND DELIVERED BY ORBIT HEALTH CARE SERVICES (ZAMBIA)
LIMITED**



Authorized Signatory

Name: Dr. Anosh Agarwal
Title: Director

ANNEXURE I

Trademarks

S.No	Trademark	Class	Trademark Number	Application
1.	DR.AGARWALS EYE HOSPITAL LIMITED	42	1415744	
2.	DR. AGARWAL'S EYE HOSPITAL	44	2884566	
3.	DR. AGARWAL'S EYE HOSPITAL	41	2884567	
4.	DR. AGARWAL'S EYE HOSPITAL	5	2884568	
5.	DR. AGARWAL'S EYE HOSPITAL	9	2884569	
6.	DR. AGARWAL'S EYE HOSPITAL	16	2884570	
7.	DR. AGARWAL'S EYE HOSPITAL	35	2884571	
8.	DR. AGARWAL'S EYE HOSPITAL	42	2884572	
9.	DR. AGARWAL'S EYE HOSPITAL FOR EYES LIKE NEW	44	2895064	
10.	DR. AGARWAL'S EYE HOSPITAL FOR EYES LIKE NEW	41	2895065	
11.	DR. AGARWAL'S EYE HOSPITAL FOR EYES LIKE NEW	5	2895066	
12.	DR. AGARWAL'S EYE HOSPITAL FOR EYES LIKE NEW	9	2895067	
13.	DR. AGARWAL'S EYE HOSPITAL FOR EYES LIKE NEW	16	2895068	
14.	DR. AGARWAL'S EYE HOSPITAL FOR EYES LIKE NEW	35	2895069	
15.	DR. AGARWAL'S EYE HOSPITAL FOR EYES LIKE NEW	42	2895070	
16.	DR.AGARWAL'S (IMAGE MARK)	5	3814254	
17.	DR.AGARWAL'S (IMAGE MARK)	9	3814255	
18.	DR.AGARWAL'S (IMAGE MARK)	16	3814256	
19.	DR.AGARWAL'S (IMAGE MARK)	35	3814257	
20.	DR.AGARWAL'S (IMAGE MARK)	41	3814258	
21.	DR.AGARWAL'S (IMAGE MARK)	42	3814259	
22.	DR.AGARWAL'S (IMAGE MARK)	44	3814260	
23.	20/20 EYECARE BY DR AGARWALS (WORD MARK)	5	5106364	
24.	20/20 EYECARE BY DR AGARWALS (WORD MARK)	9	5106365	
25.	20/20 EYECARE BY DR AGARWALS (WORD MARK)	35	5106366	
26.	20/20 EYECARE BY DR AGARWALS (WORD MARK)	44	5106370	
27.	20/20 EYE CARE BY DR AGARWALS (IMAGE MARK-1)	5	5106371	
28.	20/20 EYE CARE BY DR AGARWALS (IMAGE MARK-1)	9	5106372	
29.	20/20 EYE CARE BY DR AGARWALS (IMAGE MARK-1)	35	5106373	
30.	20/20 EYE CARE BY DR AGARWALS (IMAGE MARK-1)	37	5106374	
31.	20/20 EYE CARE BY DR AGARWALS (IMAGE MARK-1)	44	5106375	
32.	20/20 EYE CARE BY DR AGARWALS (IMAGE MARK-2)	5	5106377	
33.	20/20 EYE CARE BY DR AGARWALS (IMAGE MARK-2)	9	5106378	
34.	20/20 EYE CARE BY DR AGARWALS (IMAGE MARK-2)	35	5106379	
35.	20/20 EYE CARE BY DR AGARWALS (IMAGE MARK-2)	37	5106380	
36.	20/20 EYE CARE BY DR AGARWALS (IMAGE MARK-2)	44	5106381	
37.	JON WALTERS (WORD MARK)	9	5379882	
38.	OLIVER FORD (WORD MARK)	9	5379883	
39.	MARK ALLEN (WORD MARK)	9	5379884	
40.	HARRY JUNIOR (WORD MARK)	9	5379885	
41.	JON WALTERS (IMAGE MARK)	9	5379886	
42.	OLIVER FORD (IMAGE MARK)	9	5379887	
43.	MARK ALLEN (IMAGE MARK)	9	5379888	
44.	HARRY JUNIOR (IMAGE MARK)	9	5379889	
45.	DR A (IMAGE MARK)	44	5669092	
46.	DR AGARWALS EYE HOSPITAL (IMAGE MARK)	44	5669091	