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CY 271177

SUPPLEMENTARY AGREEMENT TO THE AGREEMENT DATED 14TH DAY OF FEBRUARY 2017

This SUPPLEMENTARY AGREEMENT is made and entered into this 01st December 2021 (the "Execution Date") by and between

PARTIES

- (1) Thomas John Muthoot, S/o. Shri. Mathew M. Thomas, having his office at Muthoot Centre, Punnem Road, Thiruvananthapuram – 695 034;
 - (2) Thomas George Muthoot, S/o. Shri. Mathew M. Thomas, having his office at Muthoot Towers, M.G Road, Ernakulam – 682 035;
 - (3) Thomas Muthoot, S/o. Shri. Mathew M. Thomas, having his office at Muthoot Towers, M.G Road, Ernakulam – 682 035;
- (parties 1 to 3 are hereinafter referred to as "Licensor"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs and successors); and

For Muthoot Microfin Limited

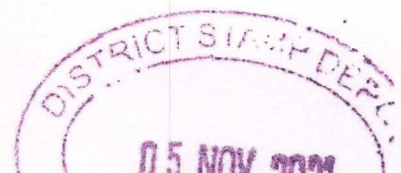

Neethu Ajay

Company Secretary & Compliance Officer


NO. 38719 DATE 8. 11. 21

VALUE OF RS. 100

SOLD TO Muthoot Microfin Ltd





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CY 271178

- (4) Muthoot Microfin Limited, a company incorporated under the provisions of Companies Act, 1956 having its registered office at 13th Floor, Parinee Crescenzo, Bandra Kurla Complex, Bandra East, Mumbai - 400051 and its Administrative Office at 5th Floor, Muthoot Towers, M.G. Road, Ernakulam - 682035 (hereinafter referred to as "Licensee"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assignees).

Individually referred to as a "Party" or collectively as the "Parties".


WHEREAS

- (A) The Licensors are the promoters of Muthoot Pappachan Group and are having the right, title and interest in and to certain trademarks / brand name and logo. The said trademarks / brand name and logo are more specifically set out in Schedule: I hereto (hereinafter referred to as the Trade Marks).
- (B) The Licensee is a part of Muthoot Pappachan Group, inter alia, in the business of Microfinance ("Business") in India in accordance with the provisions contained in the Reserve Bank of India Act and the regulations framed thereunder.
- (C) The Parties have entered into an agreement for licensing the use of Trade Mark by the Licensee which is more specifically set out in Schedule: I to the Agreement dated 14 February 2017 (the "Principal Agreement").

For Muthoot Microfin Limited


Neethu Ajay

Company Secretary & Compliance Office


NO. 38720 DATE 8.11.21

VALUE OF RS 100


SOLD TO Muthoot Microfin Ltd



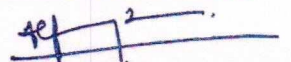
- (D) For enabling the Licensee to use the Schedule: I Trade Mark hereunder for its business purposes, at the request of the Licensee, the Licensor has agreed to license to the Licensee, the Trade Marks to deal with Business within the Territory on the terms and conditions pursuant hereinafter containing.
- (E) The Parties now desire to record the terms and conditions of their understanding and wish to set forth their respective rights and obligations in respect thereof.

IT IS HEREBY AGREED as follows:

1. This Agreement shall be effective from the Commencement Date of the Principal Agreement, unless otherwise terminated in accordance with the termination provision of the Principal Agreement. This Agreement shall run in conjunction with and coterminous to that of the Principal Agreement that is, this Agreement shall end in tandem with the Principal Agreement.
2. In consideration of the mutual promises and obligations set out in the Principal Agreement the Licensor hereby grants to the Licensee an exclusive, unconditional and irrevocable license to use the Licensed Trademarks in relation to the Business in the Licensed Territories for a period as set out in the Principal Agreement and the Licensee hereby accepts the license to deal with the Trademarks in the Territory and manner as agreed in the Principal Agreement.
3. Licensed Territories shall mean the territories of India and Licensed Trademark shall have the meaning as set out in Recital A herein, which is unregistered.
4. There is no license fee payable under this Agreement in addition to what is stated in the Principal Agreement.
5. General:
 - a. Except as set forth here under, all terms and conditions and Annexures/Schedules of the Principal Agreement shall continue to apply *mutatis mutandis* and be binding on the Parties hereunder, for all purposes.
 - b. All terms and expressions used herein shall have the same meaning ascribed to them in the Principal Agreement.
 - c. In case of conflict between the provisions of this Supplemental Agreement and the Principal Agreement, the provisions of this Supplemental Agreement shall prevail with respect to the subject matter hereof.
 - d. No variation or amendment of this Supplementary Agreement shall be effective unless previously agreed in writing by or on behalf of the Licensor and the Licensee.
 - e. This Supplementary Agreement and any documents / schedule referred to in it contain the entire agreement and understanding between the parties in relation to the matters contemplated by this Supplementary Agreement.



For Muthoot Microfin Limited



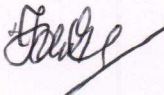


Neethu Ajay

Company Secretary & Compliance Officer

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

SIGNED for and on behalf of

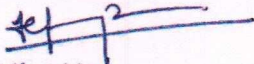
The abovenamed Licensors

- 1. Thomas John Muthoot 
- 2. Thomas George Muthoot 
- 3. Thomas Muthoot 

SIGNED for and on behalf of

The abovenamed Licensee for Muthoot Microfin Limited

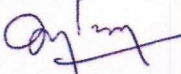
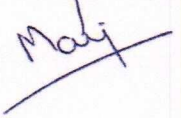
For Muthoot Microfin Limited



Neethu Ajay

Company Secretary & Compliance Officer

WITNESSES:

- 1)  VRAJESH T
- 2)  MANJUK

SCHEDULE: I

The Trade Mark "MUTHOOT MICROFIN" and the Logo



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For Muthoot Microfin Limited

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Neethu Ajay

Company Secretary & Compliance Officer