

കേരളം കേരल KERALA

AGREEMENT

BD 158468

This agreement ("the Agreement") entered into at Ernakulam on this 14th day of February 2017.

BETWEEN:

- (1) Thomas John Muthoot, S/o Shri. Mathew M. Thomas, having his office at Muthoot Centre, Punnen Road, Thiruvananthapuram – 695034
 - (2) Thomas George Muthoot, S/o Shri. Mathew M. Thomas, having his office at Muthoot Towers, M.G Road, Ernakulam – 682035
 - (3) Thomas Muthoot, S/o Shri. Mathew M. Thomas, having his office at Muthoot Towers, M.G Road, Ernakulam – 682035
- (parties (1) to (3) above are hereinafter collectively referred to as the **Licensors** which expression shall unless repugnant to the meaning or context thereof mean and include their heirs and successors);

AND

M/s Muthoot Microfin limited, a company incorporated under the Companies Act, 1956 having its registered office at 13th Floor, Parinee Crescenzo, Bandra Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as **Licensee** which expression shall unless repugnant to the meaning or context thereof mean and include its successors in interest and assigns).

For Muthoot Microfin Limited

Praveen T
Praveen T
Chief Financial Officer

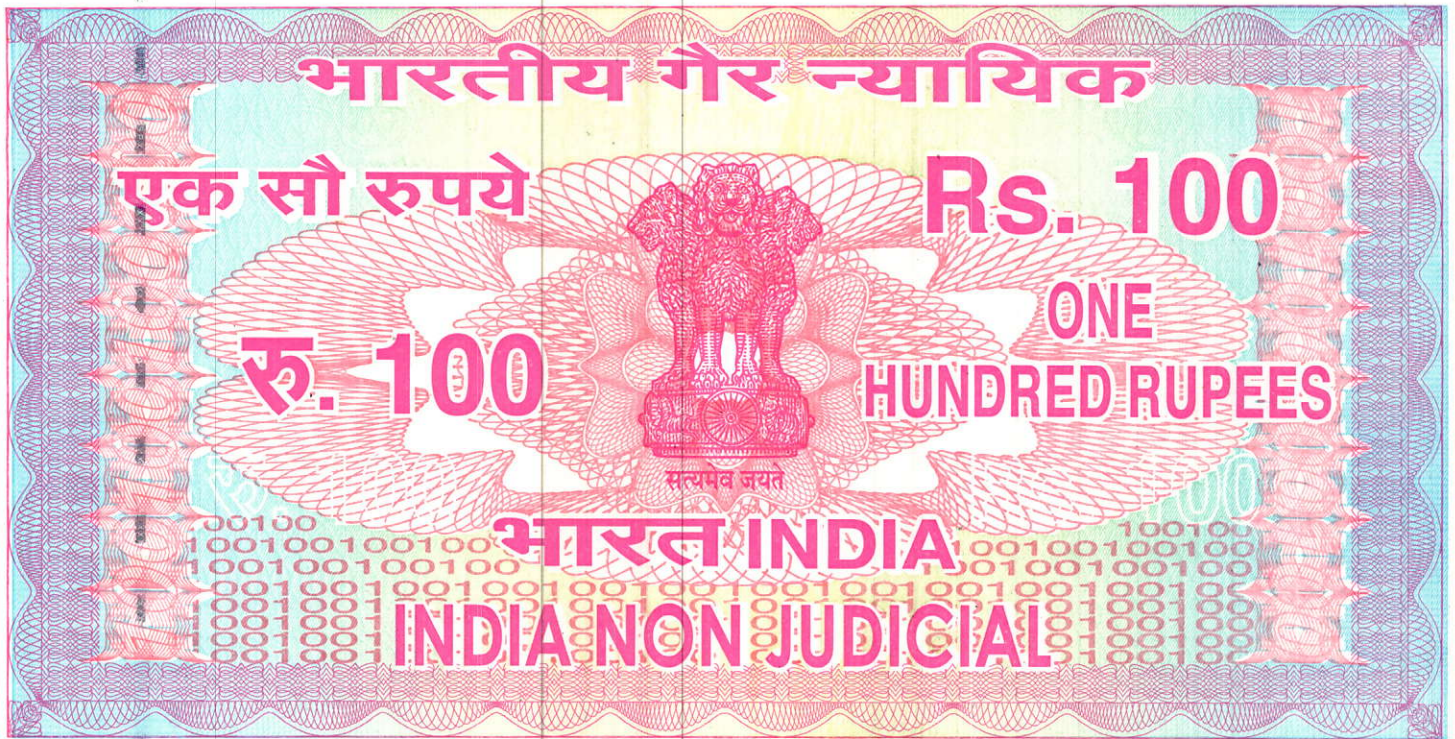
NO. 5668 VALUE Rs 100/-

13 DEC 2016



K. B. Jayadev
K. B. JAYADEV
E.R.O. VENDOR





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The Licensors and the Licensee are collectively referred to as the “Parties,” and individually as a “Party”.

WHEREAS:

- 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**).
- 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.
- For enabling the Licensee to use the Trade Marks 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.

NOW IT IS HEREBY AGREED AS FOLLOWS:

For Muthoot Microfin Limited

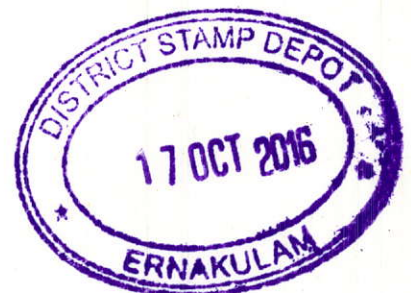

Praveen T
Chief Financial Officer

No. 56067 VALUE Rs 100/-

13 DEC 2016




K. B. JAYADEV
E.R.O. VENDOR



1. Grant of Licence

With effect from 01.01.2017 (hereinafter referred to as the **Commencement Date**), in consideration of the mutual promises and obligations set out below along with a licence fee of Rs. 1,00,000/- (hereinafter referred to as the **Licence Fee**) to be paid annually on the first day of January every year which is good and valuable consideration, the Licensor hereby grants to the Licensee and the Licensee hereby accepts a licence to deal with the Trade Marks in the Territory in the following manner:

- (a) For its Microfinance Business purpose;
- (b) For brand promotion activities

2. Limited License to use Trade Marks.

The rights and privileges granted to the Licensee shall be strictly restricted to the purpose as per clause 1 above.

3. Assignment

The Licence to use the Trade Marks granted to the Licensee hereunder is personal and shall not be assigned, charged, mortgaged or transferred or in any other manner made over without the prior written consent of the Licensor.

4. Period of the Agreement

Unless and until terminated in accordance with the provisions contained herein, this Agreement shall be deemed to have come into force on the Commencement Date and shall be valid for a period of 10 years from the date hereof.

5. Termination

- (a) Either Party may, by giving written notice of 30 days to the other Party, terminate this Agreement.
- (b) In the event the Licensee committing any material breach of the Agreement, the Licensors may terminate the Agreement by issuing 24 hours notice to the Licensee.
- (c) Notwithstanding anything to the contrary contained in these presents, either Party may terminate this Agreement forthwith at any time without liability to pay any compensation whatsoever upon the happening of any one of the following events:
 - (i) if the other Party becomes insolvent or resolves to go into liquidation (whether voluntary or compulsory) or if a winding up order is passed against the other Party or if it suffers the appointment of a receiver or similar officer on the whole or any substantial part of its business or assets, or files a petition seeking any reorganization, arrangement, composition or similar relief, or takes any action of similar intent under any law regarding insolvency or relief for debtors or makes any arrangement or composition with its creditors whatsoever;



For Muthoot Microfin Limited



Praveen T
Chief Financial Officer

- (ii) if the other Party's management or undertaking or any part thereof is or are taken over, acquired, or nationalized by the Government or local authority, or if there is a sale or transfer of substantially all of the other Party's assets, business or undertaking;
- (d) Termination of this Agreement howsoever arising shall not affect the accrued rights of the Parties arising in any way out of this Agreement as at the date of termination and in particular, but without limitation, the right to recover damages against the other Party.

6. Consequences of Termination

- (a) Immediately upon termination of the Agreement (howsoever caused) the Licensee shall cease use of the Trade Marks forthwith;
- (b) The Licensee shall, upon termination of this Agreement:
 - (i) take all steps necessary to remove any reference to the Trade Marks which may exist on its premises, vehicles, stationery, invoices, labels and remove all such references to the Trade Marks in advertisements, catalogues, directories and other promotional material; and
 - (ii) not use the Trade Marks or any mark which so nearly resembles it which is likely to deceive or cause confusion and it shall procure its directors and employees to observe the same restriction.
- (c) Any termination of this Agreement shall be without prejudice to the rights of any Party against any other Party in respect of anything done or omitted under this Agreement including, without limitation, any breach of covenant or warranty prior to such termination in respect of any sums or other claims outstanding at the time of such termination. Further, it is agreed that no party shall be entitled to claim any loss of profit or goodwill or any damages or compensation of any kind arising out of expiry or lawful termination of this Agreement.

7. Third Party Infringement

- (a) The Licensee shall notify the Licensor of all possible infringements of the Trade Marks or relevant passing off or unfair competition or to register a mark which might conflict, or be confused with the Trade Marks, which may come to its attention.
- (b) The Licensee shall at the reasonable request and cost of the Licensor fully co-operate with the Licensor as may be necessary with regard to the conduct of any proceedings relating to the Trade Marks.
- (c) Without prejudice to any other rights under this Agreement, the Licensor shall fully indemnify the Licensee against all costs, expenses, losses, liabilities and claims incurred or suffered by the Licensee or for which it may be liable due to or in connection with any claim by a third party that the use of the Trade Mark by the Licensee or its Contractors or that the possession or sale of or any other dealings by any person in respect of the Business infringes or would or may infringe the rights of such third party or any other third party.



For Muthoot Microfin Limited



Praveen T
Chief Financial Officer

8. Miscellaneous

- (a) Any amendment to this Agreement shall be in writing, signed by the Parties hereto and expressed to be for the purpose of such amendment.
- (b) Where appropriate, references to the singular in this Agreement shall include references to the plural and vice versa.
- (c) References in this Agreement to any statute or statutory provisions include references to the statute or statutory provision as from time to time amended, extended or re-enacted.
- (d) Unless the context otherwise requires any references in this Agreement to a Clause, Schedule, or Recital is a reference to a Clause, Schedule, or Recital (as the case may be) of this Agreement.
- (e) The headings to the Clauses and the Schedules to this Agreement are inserted for ease of reference only and shall not affect its constructions.
- (f) This Agreement shall not constitute or be deemed to constitute a partnership between the Parties hereto and no Party shall save for the extent expressly stated herein be or deemed to be the agent of others for any purpose whatsoever and none of the Parties hereto shall have any authority or power to bind the others in any way.
- (g) Whilst the provisions of this Agreement are considered valid, lawful and reasonable by the Parties hereto it is hereby agreed and declared that if any provision of this Agreement shall be judged by a court of competent jurisdiction or by an arbitrator for any reason to be illegal, void, voidable or unenforceable, but would be legal or valid or enforceable if it were varied or if some part or parts thereof were deleted or if the scope or period or area of application was reduced, then such provision shall apply with the minimum variation, deletion or modification as may be necessary to make it legal, valid and enforceable.
- (h) In the event of any term or provision of this Agreement being held for any reason to be invalid, illegal, unlawful or unenforceable this shall not affect the validity, legality or enforceability of any other term or provision of this Agreement or of the remainder of this Agreement as a whole.
- (i) No waiver by any Party hereto of any breach of any warranty, covenant or provision of this Agreement shall be deemed to be a waiver of any previous or subsequent breach of the same or any other warranty, covenant or provision and the rights and remedies of the parties hereto shall be cumulative and none of them shall be exclusive of any other or other or of any other right, remedy or priority allowed by law.

9. Notice

- (a) Any notice or other information required or authorized by this Agreement to be given by any Party to any other may be given by hand or sent (by registered post, telex, facsimile, email transmission or comparable means of communication) to any other parties at the addresses provided herein.



For Muthoot Microfin Limited


Praveen T
Chief Financial Officer

- (b) Any notice given by post which is not returned to the sender as undelivered shall be deemed to have been given on the tenth day after the envelope containing the same was posted. Proof that the envelope containing any such notice or information was properly addressed, prepaid, registered and posted and that it has not been so returned to the sender, shall be sufficient evidence that such notice or information has been duly given.
- (c) Any notice or other information sent by telex, facsimile, email transmission or comparable means or communication shall be deemed to have been duly sent on the date of transmission.
- (d) Service of notice or other information or legal proceedings concerning or arising out of this Agreement shall be effected by causing the same to be delivered to the Party to be served at its principal place of business as set out at the head of this Agreement or to such other address as may from time to time be notified in writing by a Party to the other Party.

10. Governing Law and Dispute Resolution

- (a) The construction, validity and performance of this Agreement shall be governed in all respects by the laws of India and subject to clause 10 (b), the courts at Thiruvananthapuram shall have the exclusive jurisdiction to deal with any such disputes.
- (b) Any dispute or difference between the parties hereto arising out of, from or relating to anything contained in this Agreement including any dispute or difference arising out of its termination, shall be referred to a sole arbitrator mutually appointed by the Parties. The venue of the arbitration shall be Thiruvananthapuram, India. The cost of such arbitration shall be divided among the parties equally.

11. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all previous oral or written agreements relating to the subject matter of this Agreement. No modifications, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing and expressed to be such a modification, amendment or waiver duly signed by the Parties hereto.



For Muthoot Microfin Limited



Praveen T
Chief Financial 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)

Thomas John Muthoot)



Thomas George Muthoot)



Thomas Muthoot)





SIGNED for and on behalf of)
The abovenamed Licensee)

For Muthoot Microfin Limited



**Praveen T
Chief Financial Officer**

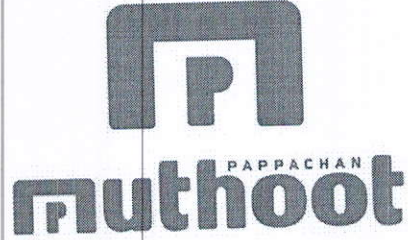
WITNESESS:

- 1) Neethu Ajay 
- 2) Manjo K Maj 

SCHEDULE I

The trade mark "Muthoot Pappachan"

And the logo



Handwritten signature

Handwritten signature

Handwritten signature

For Muthoot Microfin Limited

Handwritten signature
Praveen T
Chief Financial Officer