

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 22/04/2025

Certificate No. GOV2025D1953



Stamp Duty Paid : ₹ 1500
(Rs. Only)

GRN No. 131264241



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Canara hsbc life insurance Company Limited
H.No/Floor : Na Sector/Ward : Na LandMark : Na
City/Village : Gurugram District : Gurugram State : Haryana
Phone: 96*****03



Buyer / Second Party Detail

Name : Canara bank
H.No/Floor : Na Sector/Ward : Na LandMark : Na
City/Village: Bengaluru District : Bengaluru State : Karnataka
Phone : 96*****03

Purpose : AMENDMENT AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

This stamp paper forms an integral part of the Amendment Agreement to the License Agreement dated 22nd April 2025 entered into between Canara Bank and Canara HSBC Life Insurance Company Limited.

AMENDMENT AGREEMENT

This amendment agreement (“**Amendment No. 4**” or “**Amendment Agreement**”) to the License Agreement dated 22nd May, 2008 (“**License Agreement**”) is made on the 22nd Day of April 2025.

BETWEEN

Canara Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its registered office at 112, J.C. Road, Bangalore 560 002, Karnataka, India (hereinafter referred to as, the “**Proprietor**”);

AND

Canara HSBC Life Insurance Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at 8th Floor, Ambadeep Building, Plot No. 14, Kasturba Gandhi Marg, New Delhi 110 001 India and corporate office at 35th Floor, Sector 66, M3M IFC, Gurugram 122 003, Haryana India (hereinafter referred to as, the “**User**”).

The Proprietor and User are collectively referred to as “**Parties**” and individually referred to as “**Party**”.

WHEREAS:

- A. The Parties had entered into the License Agreement wherein among other things, the Proprietor had granted the User, a royalty-free and non-exclusive licence to use its registered trade marks mentioned in Schedule I of the License Agreement, in the form and manner provided in Schedule II thereof. The Parties under mutual understanding had subsequently amended the terms and schedules of the License Agreement vide amendment agreements dated 20th January 2012, 31st July, 2014 and 13th April, 2022 read with the renewal agreement dated 14th June, 2023. The License Agreement wherever referred, shall be construed to be referred to along with all subsequent amendment/renewal agreements.
- B. As per the agreed terms, the terms and conditions of the License Agreement may only be amended by way of a written agreement signed on behalf of both the Parties.
- C. The Parties are now desirous of amending Clause 7(b) of the License Agreement and record the same accordingly.
- D. In case of conflict between the provisions of this Amendment Agreement and the License Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. This Amendment Agreement is effective from the date of this Amendment Agreement i.e., 22nd April 2025.

2. It is agreed between the Parties that the Clause 7 (b) shall be amended and restated as follows
—
“ 7 (b) Without prejudice to any other rights or remedies which it may have the Proprietor shall be entitled by written notice to the User to terminate this License Agreement immediately if:
 - (i) the User uses a Trade Mark upon or in relation to services, goods or materials supplied by it in a manner inconsistent with or otherwise fail to comply with any of the term of this License Agreement;*
 - (ii) an Insolvency Event occurs to the User; and*
 - (iii) the User is in breach of Clauses 3 (d), 4 (c) or 4 (e), provided however that an unintentional breach on part of the User due to oversight, which is rectified immediately on knowledge, shall not entitle the Proprietor to terminate the Agreement. However, if a breach is not rectified immediately or if a breach is repeated, the Proprietor shall be entitled to terminate this License Agreement immediately.”*

3. It is agreed between the Parties that, the present amendment shall not affect the rights, liabilities and obligations of the Parties created or accrued prior to its execution.

4. That, for the purpose of this Amendment Agreement, the terms unless defined herein shall have the same meaning as defined in the License Agreement. The promises, covenants, agreements and declarations made and set forth herein are intended to and shall have the same force and effect as if set forth in License Agreement.

5. This Amendment Agreement is supplemental to the License Agreement and except as amended above all other provisions of the License Agreement shall remain in full force and effect and continue to be binding on the Parties hereto.

6. This Amendment Agreement read with the License Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof. Except to the extent specifically set out in this Amendment Agreement, all other terms of the License Agreement shall remain unaltered and shall continue in full force and effect. Nothing herein shall affect or alter, in any manner whatsoever, the provisions of the License Agreement, except as expressly set out in this Amendment Agreement.

7. The Parties hereby consent to the disclosure of the License Agreement and this Amendment Agreement, in part or in full, in the offer documents to be filed by the User with any regulatory authorities in connection with an initial public offering (“**IPO**”), along with making the License Agreement and this Amendment Agreement available (a) to the public for inspection (till the IPO bid closes) as required under applicable law and for purposes of submission with the regulatory authorities, as applicable, and (b) for upload as part of any repository as may be required by any regulatory authority or stock exchanges in connection with an IPO.
8. Any term or provision of this Amendment Agreement that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment Agreement.
9. This Amendment Agreement may be executed in any number of counterparts, by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a PDF format signature page of a signature page to this Amendment Agreement, such Party shall deliver an originally executed signature page at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered in PDF format.
10. Clause 10 (*General*) and Clause 12 (*Governing Law and Jurisdiction*) of the License Agreement shall, unless the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.

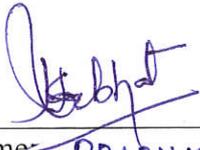
[SIGNATURE PAGES FOLLOW]

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BETWEEN CANARA BANK AND THE COMPANY RELATING TO THE LICENSE AGREEMENT ENTERED INTO BETWEEN THE PARTIES

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorised signatories the day and year first above written.

SIGNED AND DELIVERED

On behalf of the Proprietor



Name: PRABHAT KIRAN

Designation: CHIEF GENERAL MANAGER

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BETWEEN CANARA BANK AND THE COMPANY RELATING TO THE LICENSE AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorised signatories the day and year first above written.

SIGNED AND DELIVERED

On behalf of the User



Name: Vatsala Sameer

Designation: Company Secretary & Compliance Officer