

Canara HSBC OBC LIC Ltd



30684

S. No. \_\_\_\_\_  
Amount \_\_\_\_\_  
Purpose/Use \_\_\_\_\_

08 JUL 2014

MANJEET KUMAR STAMP VENDOR  
Gurgaon (Haryana)

AWL

### AMENDMENT No. 2 TO THE LICENCE AGREEMENT DATED 22<sup>nd</sup> MAY 2008

This Amendment to the Licence Agreement dated 22<sup>nd</sup> May 2008 is made on this 31<sup>st</sup> day of July 2014 ("Effective Date")

#### BETWEEN

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited, a Company incorporated under the Companies Act, 1956 having its Registered Office at C-31 and C-32, First Floor, Connaught Circus, New Delhi - 110001, India and Corporate Office at 2nd Floor, Augusta Point, Sector-53, Golf Course Road, Gurgaon- 122001, Haryana, hereinafter referred to as the "User" (which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the One Part;

#### AND

Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970, having its Registered Office at 112, J.C. Road, Bangalore - 560002, Karnataka, hereinafter referred to as the "Proprietor" (which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the Other Part; User and the Proprietor are collectively referred to as the "Parties" and individually referred to as a "Party").

#### WHEREAS:

- 1) The Parties have entered into a Licence Agreement dated 22<sup>nd</sup> May 2008 (hereinafter referred to as the "Licence Agreement"), wherein Proprietor had granted the User a non-exclusive license to use the Registered Trade Marks of the

Vikas Anand      M. Mohan      M. J. J.

Proprietor and subsequently entered into an Amendment Agreement dated 20<sup>th</sup> January 2012 ("Amendment No. 1") wherein certain clause of the Licence Agreement were modified.

- 2) Clause 10(C) of the Licence Agreement provides that the terms and the conditions of the Licence Agreement may be modified or amended by an instrument in writing signed by the Parties.
- 3) Pursuant to requirements prescribed by the Insurance Regulatory & Development Authority in respect of usage of Trade Mark/Trade Logo of the promoting partners, this Amendment Agreement No. 2 is being executed to add/modify certain terms of the existing Licence Agreement in order to ensure compliance with the regulatory requirements.

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

1. It is agreed by and between the Parties that a new sub clause shall be incorporated to clause 1 and shall be as follows:

*Clause 1(e) - "It is agreed between the Parties that the Proprietor has granted the royalty free non -exclusive license to use the Registered Trade Mark to the User as per the terms and conditions of this Licence Agreement. For the sake of clarity, it is further expressly agreed that there is no monetary consideration, which is payable by the User to the Proprietor for use of the Trade Marks."*

2. It is agreed by and between the Parties that a new sub-clause shall be incorporated to Clause 5 and shall be as follows:

*Clause 5(d) - Subject to Clause 5 (a), (b) and (c) and provided that the User has agreed to compensate for any breach of the terms of the licence as a consequence of Clause 5(b), the same shall be remitted from the Shareholders' Account of the User".*

3. It is agreed by and between the Parties that Clause 7(a) shall be amended and substituted with the respective clause mentioned below:

*Clause 7(a) - "This Licence Agreement shall commence from the date of first use by the User of the Trade Marks and shall continue to be valid for a period of 15 years from the date of execution of the Licence Agreement, ("Term"), unless and until terminated in accordance with this clause 7. The Licence Agreement may be renewed on mutually agreed terms and conditions between the Parties before the expiry of the Term.*

4. This Amendment Agreement No. 2 is effective from the Effective Date.

Vikas Anand

D. H. D. D.

Agri

5. For the purpose of this Amendment Agreement No. 2, the terms unless defined herein shall have the same meaning as the terms defined in the Licence 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 at length in the body of the Licence Agreement.
6. This Amendment Agreement is supplemental to the Licence Agreement and except as amended above, all other provisions of the Licence Agreement and the Amendment Agreement No.1 shall remain in full force and effect and continue to be binding on the Parties hereto.

**IN ALL OTHER ASPECTS, THE TERMS & CONDITIONS OF THE LICENCE AGREEMENT AND THE AMENDMENT AGREEMENT No.1 SHALL REMAIN UNCHANGED AND ARE HEREBY AGAIN RATIFIED AND RECONFIRMED BY THE PARTIES HERETO.**

SIGNED for and on behalf of

**Canara Bank**



.....

Name:

Designation:

In the Presence of:



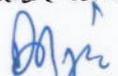
.....

Name: N. Selvarajan

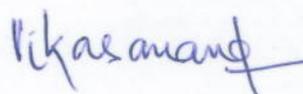
Designation: General Manager.



Signed for & on behalf of  
Canara Bank.



Name: Sri R.K. Desai  
Designation: Chairman & Managing Director



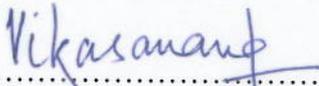

SIGNED for and on behalf of

Canara HSBC Oriental Bank of  
Commerce Life Insurance Company  
Limited

  
.....

Name: John Holden

Designation: CEO

  
.....

Name: Vikas Anand

Designation: Director - Compliance &  
Legal & Internal Audit

In the Presence of:

  
.....

Name: Jagadeesh M

Designation: VP - Legal & Compliance