

## **AMENDED AND RESTATED US TRANSFER AGREEMENT**

THIS AMENDED AND RESTATED STOCK SALE AND PURCHASE AGREEMENT (this “**Agreement**”) is dated as of December 1, 2021 (“**Execution Date**”), and is made and entered into by:

1. **HGS INTERNATIONAL**, a company incorporated under the laws of Mauritius and having its registered office at Registered Office, St. James Court, Suite 308, St. Denis Street, Port Louis, Mauritius (hereinafter referred to as “**HGS Mauritius**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);
2. **HINDUJA GLOBAL SOLUTIONS UK LIMITED**, a company incorporated under the laws of England and Wales and having its registered office at Eleventh Floor West, Vantage, Great West Road, Brentford, London, TW8 9AJ (hereinafter referred to as “**HGS UK**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);
3. **BETAINE (US) BIDCO INC.**, a company incorporated under the laws of Delaware and having its registered office at c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 (hereinafter referred to as “**US Bidco**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

Each of HGS Mauritius and HGS UK are referred to individually as a “**Seller**” and collectively as the “**Sellers**”.

Each of the Sellers and US Bidco are referred to individually as a “**Party**” and collectively as the “**Parties**”.

### **WHEREAS**

- A. On August 9, 2021, HGS Mauritius, affiliates of US Bidco and other Persons have entered into a Master Framework Agreement (the “**Original Master Framework Agreement**”). On December 1, 2021, HGS Mauritius, affiliates of US Bidco and other Persons have entered into an amendment agreement to the Master Framework Agreement (as may be further amended, supplemented or restated from time to time, the “**Master Framework Agreement**”);
- B. On August 9, 2021, HGS Mauritius, Hinduja Global Solutions Inc. (“**HGS US**”), HGS Healthcare, LLC and Betaine B.V., a parent entity of US Bidco, have entered into an indemnification agreement (the “**Indemnification Agreement**”);
- C. On August 9, 2021, HGS Mauritius and US Bidco had entered into an US Transfer Agreement (“**US Transfer Agreement**”). As HGS Mauritius wishes to amend the steps of the Internal US Reorganization, the Parties agree to enter into this Agreement to replace and supersede the US Transfer Agreement;
- D. As of the date hereof, 51% of the issued and outstanding equity securities of HGS AxisPoint Health, LLC (“**Axis Point**”) are owned by HGS Mauritius and 49% of the issued and outstanding equity securities of Axis Point are owned by HGS UK;
- E. As of the date hereof, HGS Mauritius owns (i) all of the issued and outstanding shares of HGS US, which, in turn owns, directly or indirectly, all of the issued and outstanding interests in HGS Healthcare LLC, HGS EBOS, LLC and HGS Colibrium, LLC (the “**HGS US Cos**”) and (ii) all of the issued and outstanding interests in other direct and indirect subsidiaries (collectively with HGS

US, the “**HGS Retained Entities**”);

- F.** Prior to the consummation of the transactions contemplated by this Agreement the following transactions (the “**Internal US Reorganization**”) shall occur:
- (i) HGS US shall, at any time prior to the Closing, transfer, or cause to be transferred, to HGS Healthcare, LLC, the assets and employees set forth on **Annexure A**;
  - (ii) Axis Point has issued, effective as of 30 September 2021, 84.56 million membership interests in Axis Point to HGS UK, in exchange for the cancellation of the US\$36.01 million note payable to HGS UK;
  - (iii) At least four (4) Business Days prior to the Closing Date (as defined below), Axis Point, Falcon Health Solutions Puerto Rico LLC and HGS UK will undertake the following transactions in the following order:
    - a) Falcon Health Solutions Puerto Rico LLC shall cancel the US\$ 1.3 million intercompany receivable due from Axis Point; and
    - b) As part of the integrated plan for the sale of Axis Point to US BidCo, Axis Point shall transfer the membership interests it holds in Falcon Health Solutions Puerto Rico Holdings LLC to HGS UK and HGS Mauritius on a pro-rata basis, in exchange for the redemption of shares of capital stock of Axis Point held by each of HGS UK and HGS Mauritius on a pro-rata basis having a fair market value equal to US\$0.955 million (“**Axis Point Redeemed Shares**”), with such redemption to be treated as a redemption under Zenz. For the avoidance of doubt, the Parties intend for such redemption to be treated as provided in Section 2.1 below.
  - (iii) HGS Mauritius shall duly set up a company to be incorporated under the laws of Delaware (hereinafter referred to as “**US NewCo**”); and thereafter, HGS Mauritius, US NewCo, HGS US, the HGS US Cos and the HGS Retained Entities will undertake the following transactions in the following order:
    - a) At least three (3) Business Days prior to the Closing Date, HGS Mauritius shall contribute all of the issued and outstanding stock of HGS US to US NewCo;
    - b) At least three (3) Business Days prior to the Closing Date, but following the step described in clause (a), HGS US shall convert to a limited liability company, treated as a disregarded entity for U.S. federal income tax purposes. The steps described in clauses (a) and (b) taken together shall qualify as a “reorganization” within the meaning of Section 368(a)(1)(F) of the Code;
    - c) At least two (2) Business Days prior to the Closing Date, but following the step described in clause (b), HGS US shall distribute all of the membership interests in the HGS US Cos to US NewCo, and such distribution shall be disregarded for U.S. federal income tax purposes;
    - c) US NewCo shall form a new entity formed under the laws of a state located in the United States (“**US NewCo 2**”), and at least one (1) Business Day prior to the Closing Date, US NewCo shall transfer all of the membership interests of HGS US to US NewCo 2 in exchange for the issuance of stock in US NewCo 2, representing the HGS Redemption Amount to US NewCo; and

- d) At least one (1) Business Day prior to the Closing Date, US NewCo shall distribute the capital stock of US NewCo 2 to HGS Mauritius in exchange for the redemption of shares of capital stock of US NewCo held by HGS Mauritius having a fair market value equal to the HGS Redemption Amount (the “**NewCo Redeemed Shares**”) in exchange for the HGS Redemption Amount, with such redemption to be treated as a redemption under Zenz. US NewCo and US NewCo 2 will make, file and attach a IRC 336(e) election and a protective election under IRC 338(h)(10) with its tax return for this step. For the avoidance of doubt, the Parties intend for such redemption to be treated as provided in Section 2.1 below.

**G.** Immediately following the consummation of the Internal US Reorganization, and as part of an integrated plan, subject to the terms and conditions of this Agreement, on the Closing Date:

- a) HGS Mauritius shall sell, transfer, convey, assign and deliver to US Bidco, and US Bidco shall purchase from HGS Mauritius, all the shares of capital stock of US NewCo (other than the NewCo Redeemed Shares); and
- b) Each of HGS Mauritius and HGS UK shall sell, transfer, convey, assign and deliver to US Bidco, and US Bidco shall purchase from HGS Mauritius and HGS UK respectively, all the membership interests of Axis Point (other than the Axis Point Redeemed Shares),

(collectively the “**Sale Securities**”).

**H.** Accordingly, the Parties are desirous of entering into this Agreement to record their understanding with respect to the transactions contemplated hereby.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

“**Affiliate**” in relation to a Person shall mean any Person who Controls, is Controlled by, or is under common Control with, the first referred Person.

“**Business**” shall mean the business of providing Healthcare Services (and for avoidance of doubt shall not include any Non-Healthcare Services) to the Healthcare Clients;

“**Business Day**” mean any day (other than Saturday or Sunday) on which banks are generally open for operation in (i) Bangalore, India; (ii) Mumbai, India; (iii) Amsterdam, Netherlands; and (iv) Delaware, United States of America; and (v) New York, New York, United States of America;

“**Code**” shall mean the United States Internal Revenue Code of 1986, as amended;

“**Contract**” shall mean, with respect to a Person, any contract, agreement, commitment, obligation, undertaking or understanding, instrument, warranty, including, without limitation, any note, bond, loan agreement, mortgage, indenture, license or lease, whether in writing or otherwise;

“**Control**” (including, with its correlative meanings, the terms “**Controlled by**” or “**under common Control with**”), as used with respect to any Person means the direct or indirect beneficial

ownership of or the right to vote in respect of, directly or indirectly, more than 50% (fifty percent) of the voting shares or securities of a Person and/or the power to control the majority of the composition of the board of directors of a person and/or the power to direct the management or policies of a Person, whether obtained directly or indirectly, and whether obtained by ownership of share capital, through contract or otherwise or any or all of the above;

**“Encumbrance”** means:

- (a) any claim, option, mortgage, charge (whether fixed or floating), pledge, lien, power of sale, hypothecation, security interest;
- (b) security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person;
- (c) any voting agreement, option, right of pre-emption, any transfer restriction, right of first offer, refusal, title retention or any other third party right;
- (d) a transaction which, in legal terms, is not the granting of security or an Encumbrance as listed above but which has an economic or financial effect similar to the granting of any security or right similar to any of the matters listed above under applicable Laws; or
- (e) other security interest of any kind or any agreement or arrangement having a similar effect or any agreement or obligation to create any of the foregoing in favour of any Person, as may be applicable, and the terms **“Encumber”** or **“Encumbered”** shall be construed accordingly;

**“Governmental Authority”** means any nation or government or any province, state or any other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory, taxing or administrative functions of or pertaining to government, including any government authority, taxing authority, agency, department, board, commission or instrumentality, of any applicable jurisdiction of a party to this Agreement, any court, mediator, tribunal or arbitrator/ arbitration tribunal and any securities exchange or body or authority regulating such securities exchange, or any company, business, enterprise or other entity owned or controlled by any of the foregoing;

**“Healthcare Clients”** shall mean any payers, pharmacy benefits managers, healthcare benefits administrators, workers’ compensation insurer and solution providers, health systems, healthcare providers, health insurers, providers of ancillary diagnostic, therapeutic or custodial products and services, medical equipment product or service providers or suppliers, or any other Person engaged in similar activities in the healthcare sector, provided that, if a health insurer, workers compensation insurer and solution provider, provider of ancillary diagnostic, therapeutic or custodial products and services, medical equipment product or service provider or supplier engages in other businesses, only the division of such Person conducting the businesses described above shall constitute a “Healthcare Client”;

**“Healthcare Services”** shall mean voice and non-voice -based services comprising: (i) member lifecycle management services which consists of member acquisition, enrolment, plan building, billing, wellness, member retention, and engagement, benefits set-up, member calls, grievance & appeals, and customer engagement; (ii) provider lifecycle management services which consists of contracting, credentialing, database management, data collection & verification, provider calls, nurse advice line and provider support; (iii) claims benefits management services which consists

of adjudication, research & financial recovery, claims processing and denial management; (iv) medical cost management services which consists of nurse triage/care coordination, health information line, utilization management, case management, medical necessity review, wellness services, health education and population health; and (v) revenue cycle management services which consists of financial clearance, billing services, order processing, insurance verification, care management, order management, prior-authorization, coding services, A/R management and patient-pay in each case, provided to Healthcare Clients;

**“HGS Redemption Amount”** means the aggregate total equity value of the HGS Retained Entities assuming that the HGS Retained Entities are sold to a third party buyer in an arms’ length transaction, taking into account all relevant factors determinative of value and as finally determined in accordance with Section 2.1;

**“Law”** shall mean any statute, law, regulation, ordinance, code, rule, judgment, notification, rule of common law, Order, decree, bye-law, permits and licenses, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question, in effect as of the Execution Date;

**“Liability”** means liabilities (including trade payables, provisions, employee related liabilities, statutory liabilities, advances received, Taxes payable), debts, indebtedness, claims, suits, proceedings or other obligations of any kind or nature, whether known or unknown, absolute, accrued, contingent, liquidated, unliquidated or otherwise, due or to become due or otherwise, and whether or not required to be reflected on a balance sheet;

**“Non Healthcare Services”** shall mean information technology related services and any services other than the Healthcare Services and for avoidance of doubt shall include, but is not limited to, digital services, payroll services, staffing services, payroll compliance services, cloud based services, robotic process automation services, vaccination drives support services outside of United States of America and analytics services;

**“Order”** means any order, injunction, judgment, decree, ruling, writ, assessment or award of a court, arbitration body or panel or other Governmental Authority;

**“Person”** means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association or any other entity that may be treated as a person under applicable Law; and

**“Tax”** and **“Taxes”** shall include all forms of taxation as per Law or related judicial interpretations, duties, levies, cess, whether direct or indirect, tax levied under the applicable tax Laws, withholding tax, minimum alternate tax or tax deductions, tax collected at source, ad valorem tax, excise tax, environmental tax, profession tax, value added tax, service tax, customs duty, central excise duty, central sales tax, goods and services tax, compensation cess, sales tax, gift tax, unclaimed property, escheat, local body tax, other municipal taxes and duties, research and development cess, turnover tax, capital gains tax, petroleum cess, stamp duty, property tax, land revenue, registration fees, government fees relating to taxes, any similar charges, any taxes payable in the capacity of a representative assessee or successors, duties, imposts, levies, together with any cess, charges, costs, interest, penalty, surcharges, fines, fees, addition to tax or additional amount imposed by any Governmental Authority responsible for:

- (a) the imposition, administration, implementation, assessment, collection, or payment of any such tax; or
- (b) the administration, implementation, enforcement of, or compliance with any applicable Law relating to any such tax;

## 1.2 Interpretation

- (i) In this Agreement, unless repugnant to this Agreement or the context of this Agreement otherwise requires:
  - (a) References to a clause or a schedule are to a clause of, or a schedule to, this Agreement and references to this Agreement include its schedules, which are part of this Agreement, and references to a part or paragraph include references to a part or paragraph of a schedule to this Agreement;
  - (b) Words of any gender are deemed to include those of the other gender;
  - (c) Words using the singular or plural number also include the plural or singular number, respectively;
  - (d) The terms ‘hereof’, ‘herein’, ‘hereby’, ‘hereto’ and derivative or similar words refer to this entire Agreement or specified Sections of this Agreement, as the case may be;
  - (e) The term ‘Section’ refers to the specified section of this Agreement;
  - (f) Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
  - (g) Reference to the word ‘include’ or ‘including’ shall be construed without limitation the words and phrases ‘other’, ‘including’ and ‘in particular’ shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible;
  - (h) Time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence; provided, however, that the foregoing shall not be deemed to modify any specific time periods for performance of any covenant or obligations set forth in this Agreement;
  - (i) A reference to any Person in this Agreement, including the Parties, shall, where the context permits, include such Person’s executors, administrators, heirs, legal representatives, successors and permitted assigns, as applicable; and
  - (j) An obligation of a Party to “procure” or “cause” or “ensure” or “endeavour” that something shall be done shall be construed as an obligation of such Party to take such steps as are commercially reasonable and within its control to take to do or

cause that thing to be done, and all correlative terms shall be construed as above.

- (ii) Unless otherwise specified, when any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day, and whenever any payment is to be made or action to be taken under this Agreement is required to be made or taken on a date which is not a Business Day, such payment shall be made or action taken on the next Business Day.

## **2. REDEMPTION; SALE AND PURCHASE**

2.1 On and subject to the terms and conditions of this Agreement, prior to the Closing and as part of the Internal US Reorganization:

- (i) US NewCo shall distribute the capital stock of US NewCo 2 to HGS Mauritius in exchange for the redemption of the NewCo Redeemed Shares, and HGS Mauritius shall transfer to US NewCo all of the NewCo Redeemed Shares, free and clear of all Encumbrances, in exchange for all of the stock in US NewCo 2 to be transferred to HGS Mauritius, with such redemption to be treated as a redemption under Zenz. US NewCo and US NewCo 2 will make, file and attach a IRC 336(e) election and a protective election under IRC 338(h)(10) with its tax return for this step;
- (ii) As part of the integrated plan for the sale of Axis Point to US BidCo, Axis Point shall transfer the membership interests it holds in Falcon Health Solutions Puerto Rico Holdings LLC to HGS UK and HGS Mauritius on a pro-rata basis in exchange for the redemption of the Axis Point Redeemed Shares on a pro-rata basis, free and clear of all Encumbrances, with such redemption to be treated as a redemption under Zenz;
- (iii) To the extent that the Sellers desires to amend steps or structure of the Internal US Reorganization, any such amendment shall be subject to consent by the US Bidco, which consent shall not be unreasonably withheld, conditioned or delayed, provided further any such amendment that, in US Bidco's reasonable determination, does not adversely impact US Bidco, its Affiliates (including, for the avoidance of doubt, US NewCo, HGS US Cos and Axis Point) or the Business shall not require such consent and so long as Investor is provided at least 10 days' prior written notice of such amendment. Upon the adoption of any such amendment, the term "Internal US Reorganization" as used in this Agreement shall refer to such amended steps or structure.

2.2 The redemption of the NewCo Redeemed Shares shall not occur until the HGS Redemption Amount is finally determined pursuant to this Section 2.

- (i) Not later than thirty (30) days following the date hereof, HGS Mauritius shall deliver to US Bidco a valuation performed by RSM USA LLP (the "**Seller Valuation Report**"), setting forth the HGS Redemption Amount (the "**Seller Equity Valuation**"). Following the delivery of the Seller Valuation Report, US Bidco and HGS Mauritius shall engage in good faith discussions regarding the Seller Valuation Report and, in connection therewith, HGS Mauritius shall provide US Bidco and its representatives reasonable access to the relevant personnel of RSM USA LLP and all books, records and information necessary to evaluate the Seller Valuation Report. The Seller Valuation Report shall expressly permit US NewCo, Axis Point and the HGS US Cos to rely on the Seller Valuation Report, subject to US NewCo, Axis Point and the HGS US Cos executing customary reliance letters with RSM USA LLP.

- (ii) Within twenty (20) days following delivery of the Seller Valuation Report, US Bidco shall be permitted to commission a valuation of the HGS Retained Entities by an internationally recognized valuation firm (the “**Buyer Valuation Firm**”). The Buyer Valuation Firm shall be required to deliver a valuation report (the “**Buyer Valuation Report**”) setting forth the HGS Redemption Amount (the “**Buyer Equity Valuation**”) within thirty (30) days of engagement by US Bidco.
  - (iii) If the Buyer Equity Valuation is (i) less than the Seller Equity Valuation, (ii) equal to the Seller Valuation, or (iii) greater than the Seller Equity Valuation by USD 20 million or less, then the HGS Redemption Amount shall be equal to the Seller Equity Valuation.
  - (iv) If the Buyer Equity Valuation is greater than the Seller Equity Valuation by more than USD 20 million, then US Bidco and HGS Mauritius shall engage in good faith discussions regarding the Buyer Valuation Report.
  - (v) If US Bidco and HGS Mauritius are unable to agree on total equity value of the HGS Retained Entities within twenty (20) days following delivery of the Buyer Valuation Report, then US Bidco and HGS Mauritius shall jointly engage an internationally recognized valuation firm (the “**Independent Valuation Firm**”) to perform a valuation of the HGS Retained Entities. HGS Mauritius and US Bidco shall have the opportunity to provide to the Independent Valuation Firm and to the other Party one supplemental submission with the support for such Party’s position (collectively, the “**Submissions**”). The Independent Valuation Firm shall be required to deliver a valuation report (the “**Independent Valuation Report**”) setting forth the HGS Redemption Amount (the “**Independent Equity Valuation**”) within thirty (30) days of engagement. In determining the Independent Equity Valuation, the Independent Valuation Firm shall (i) determine the final HGS Redemption Amount within the range of the Seller Equity Valuation and the Buyer Equity Valuation and (ii) rely solely on the Submissions. The Independent Valuation Firm’s determination of the HGS Redemption Amount shall be binding upon the Parties and, absent fraud or manifest error, shall not be subject to challenge.
  - (vi) Each of HGS Mauritius and US Bidco shall bear its own costs, fees and expenses in connection with the determination of the HGS Redemption Amount; provided, however, that the costs, fees and expenses of the Independent Valuation Firm will be borne equally by each of HGS Mauritius and US Bidco.
- 2.3 On and subject to the terms and conditions of this Agreement, effective at the Closing and following the redemption transaction described in Section 2.1, Sellers shall transfer all Sale Securities, free and clear of all Encumbrances along with rights then attaching to them (including the right to receive all distributions and dividends declared, paid or made in respect of such Sale Securities) to US Bidco in consideration for the Final US Sale Consideration as specified in Section 3.1.
- 2.4 The Sellers and US Bidco agree that HGS Mauritius and US NewCo shall make an protective IRC 338(h)(10) election. HGS Mauritius shall, and US Bidco shall procure that US NewCo shall, properly execute and file Form 8023 by the 15th day of the 9th month following the Closing Date.

### **3. PURCHASE CONSIDERATION**

#### **3.1 Purchase Consideration.** At the Closing, US Bidco shall pay to:

- (i) HGS Mauritius, an amount of cash in the form of immediately available funds equal to the

Estimated US Sale Consideration (as defined in the Master Framework Agreement), minus the Holdback Amount (as defined in the Indemnification Agreement), if it is required to be withheld pursuant to the terms as set out in the Indemnification Agreement), subject to any applicable withholding Taxes, by wire transfer, in each case, to a bank account of HGS Mauritius identified in writing to US Bidco at least three (3) Business Days prior to Closing, and subject to any adjustments pursuant to Section 6.2 of the Master Framework Agreement; and

- (ii) The Sellers in accordance with the Percentage Entitlement (as defined in the Master Framework Agreement), an amount of cash in the form of immediately available funds equal to the AxisPoint Consideration (as defined in the Master Framework Agreement), by wire transfer, in each case, to a bank account of the Sellers identified in writing to US Bidco at least three (3) Business Days prior to Closing.

3.2 **Final US Sale Consideration.** On the fifth (5<sup>th</sup>) Business Day after the final determination of the Final US Sale Consideration pursuant to Section 6.2 of the Master Framework Agreement, HGS Mauritius or US Bidco, as applicable, shall pay the applicable US Sale Adjustment Amount to the other Party in accordance with Section 6.2 of the Master Framework Agreement. The Final US Sale Consideration shall be determined in accordance with the Master Framework Agreement, provided that the Final US Sale Consideration shall be net of the Holdback Amount.

### 3.3 **Return of Holdback Amount**

In the event that the Litigation Discharge Conditions (as defined in the Indemnification Agreement) are satisfied, then US Bidco shall promptly following the satisfaction of the Litigation Discharge Conditions, pay, or cause to be paid, to HGS Mauritius the sum of the Holdback Amount minus the amount of any Damages (as defined in the Indemnification Agreement) for which the HGS Healthcare Indemnified Parties (as defined in the Indemnification Agreement) were entitled to indemnification thereunder but which were not previously paid or otherwise satisfied pursuant to Sections 2.1.1 or 2.1.2 of the Indemnification Agreement.

## 4. **CONDITIONS PRECEDENT**

### 4.1 **Seller Conditions Precedent**

The obligation of US Bidco to consummate the transactions contemplated by this Agreement is subject to the fulfilment and satisfaction (unless waived (where such waiver is permissible under applicable Law)), of the conditions precedent by the Sellers as set out in **Annexure B** (“**Seller Conditions Precedent**”).

### 4.2 **Process for Notifying Satisfaction of Conditions Precedent**

On fulfilment of all of the Seller Conditions Precedent (unless waived as may be applicable) the Sellers shall promptly send a notice in the format set out in **Annexure C** (the “**CP Satisfaction Notice**”). The CP Satisfaction Notice shall be accompanied by all the necessary documents evidencing satisfaction of the Seller Conditions Precedent to be satisfied by the Sellers. Failure by the Sellers to deliver the CP Satisfaction Notice when due shall not release the Sellers from its obligations under Section 8 of this Agreement and shall not preclude the other Parties to proceed to Closing in accordance with this Agreement.

#### 4.3 **Covenants and Further Assurances**

Each of HGS Mauritius and US Bidco hereby undertakes to the other that it will, acting reasonably and in good faith, discuss and agree on the form and substance of, and the appropriate time to file, the following:

- (i) notice regarding change of ownership of TPA license holder to the Georgia Office of Insurance and Safety Fire Commissioner; and
- (ii) notice regarding change of ownership of Utilization Review certificate holder to the Kentucky Department of Insurance.

In the event a TPA license from the New Jersey Department of Banking and Insurance is not granted within 90 days from August 9, 2021, the Parties agree to discuss in good faith and acting reasonably, agree on appropriate next steps taking into account the circumstances and facts available to them at such time.

#### 5. **ACTIONS ON CLOSING DATE**

5.1 Subject to satisfaction or waiver of the conditions precedent in accordance with Section 4.1, closing (the “**Closing**”) shall occur remotely via the electronic exchange of documents and signatures on the last date of the calendar month in which the last of the CP Satisfaction Notice by the Sellers is issued, provided where the last of the CP Satisfaction Notice is issued after 15<sup>th</sup> of any month, the Closing shall occur on last day of the succeeding calendar month, or such other date as may be mutually agreed by the Parties (“**Closing Date**”). Notwithstanding the satisfaction of the Seller Conditions Precedents set forth in Section 4.1 of this Agreement, US Bidco shall not be required to effect the Closing before the date that is thirty (30) days after August 9, 2021.

5.2 At or prior to the Closing (and with respect to clause (b), not more than thirty (30) days prior to the Closing):

- (i) Sellers shall deliver to US Bidco the following documents:
  - (a) certificates representing the Sale Securities issued in the name of US Bidco;
  - (b) a certificate together with a notice addressed to the Internal Revenue Service (in form and substance reasonably satisfactory to US Bidco) pursuant to Treasury Regulations Section 1.1445-2(c)(3), stating that US NewCo is not and has not been a U.S. real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c) of the Code;
  - (c) a properly executed, applicable Form W-8 as certification of its foreign status;
  - (d) certifications issued by the secretary of state of the jurisdiction of each of the HGS US Cos’ and US NewCo’s organization and each jurisdiction in which such Person is qualified to do business, as to the good standing of such Person under the Laws of such jurisdiction as of a date not more than ten (10) days prior to the Closing Date;
  - (e) evidence that any and all Encumbrances on the Sale Securities or any assets of the HGS US Cos (including any assets to be transferred to the HGS US Cos in

connection with the Internal US Reorganization) have been terminated and released effective at or prior to the Closing;

- (f) resignations, in a form reasonably acceptable to US Bidco, of each director and each officer of each of the HGS US Cos and US NewCo, which resignations shall be effective as of the Closing;
- (g) evidence, in form and substance reasonably satisfactory to US Bidco, of the termination of each of the Contracts, or release of all HGS US Cos from all obligations thereunder by counterparties thereto, as applicable, as set out on **Annexure D Part 1**, without liability of US Bidco and US Bidco's Affiliates thereunder from and after the Closing;
- (h) Copies of any Tax opinions, memoranda, structure papers, reports and agreements addressing U.S. tax considerations with respect to the final resultant structure following the Internal US Reorganization; and
- (i) evidence of completion of the Internal US Reorganization;
- (j) evidence of receipt of the consents, and provision of notices, to applicable counterparties in connection with the Contracts as set out in **Annexure D Part 2**;
- (k) evidence, in form and substance reasonably satisfactory to US Bidco, of the valid assignment to a HGS US Co of each Contract with a Healthcare Client that relates to the Business and which a HGS US Co is not currently a part, all of which are set out in **Annexure D Part 3**; and
- (l) Sellers shall have provided the Investor with a valuation certificate for the sale of securities of US NewCo by a Chartered Accountant /Certified Public Accountant valuer in terms of the Foreign Exchange Management Act, 1999 and the regulations framed thereunder, more particularly the Foreign Exchange Management (Transfer or Issue of Any Foreign Security) Regulations, 2004.

5.3 All actions contemplated under this Agreement to be consummated at Closing shall be deemed to occur simultaneously and no such action shall be deemed to be consummated unless all such actions are consummated.

## **6. POST CLOSING ACTIONS & COVENANTS**

6.1 Following the Closing, each Party shall execute and deliver such further instruments of conveyance and transfer and take such additional action as the other Party may reasonably request to effect, consummate, confirm or evidence the transfer of the Sale Securities to US Bidco.

## **7. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

7.1 Each Party hereby represents and warrants to each other Party that as of the date of this Agreement and as of the Closing Date, each of the following warranties is true and correct:

- (i) it is duly incorporated under the Laws of its jurisdictions and is duly organized and validly existing under the Laws of its jurisdictions.

- (ii) it has the power and authority to execute, deliver and perform this Agreement to which it is a party to and to consummate the transactions contemplated under this Agreement.
- (iii) this Agreement has been duly and validly executed by such Party, and constitutes legal, valid and binding obligations of such Party, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally.
- (iv) The execution, delivery and performance of this Agreement by it will not:
  - (a) violate any provision of its constitutional documents;
  - (b) violate any court order, judgment, injunction, award, decree or writ of any court of other Governmental Authority against, or binding upon, it; or
  - (c) violate any applicable Law by which it is bound.

7.2 HGS Mauritius hereby represents and warrants to US Bidco that, (i) as of the date hereof HGS Mauritius holds, and at all times through the date of the Internal US Reorganization, HGS Mauritius will continue to hold, good and marketable title to all of the issued and outstanding shares of capital stock of HGS US, and (ii) as of the date hereof each of the HGS US Cos is, and at all times through the date of the Internal US Reorganization, each of the HGS US Cos will continue to be, direct or indirect wholly-owned subsidiaries of HGS Mauritius.

7.3 Each Seller hereby represents and warrants to US Bidco that, from and after the Internal US Reorganization until the consummation of the Closing, the Sellers will hold good and marketable title to the Sale Securities (as the case may be), free and clear of all Encumbrances. The transfer of the Sale Securities to US Bidco pursuant to this Agreement will vest in US Bidco full beneficial title to the Sale Securities.

## **8. TERMINATION**

8.1 This Agreement may be terminated at any time prior to the Closing Date by the Parties by mutual agreement.

8.2 Upon termination of this Agreement, the Parties shall be relieved and discharged from all obligations, Liabilities or claims under this Agreement except for rights and Liabilities accrued under this Agreement prior to the termination thereof or which expressly survive termination of this Agreement.

8.3 The provisions of Section 1 (*Definitions and Interpretation*), Section 3.3 (*Return of Holdback Amount*), Section 8.2, Section 8.3, Section 9.1 (*Governing Law and Jurisdiction; Waiver of Jury Trial*), Section 9.4 (*Notices*) and Section 9.8 (*Severability*), are applicable or relevant thereto, shall survive the termination of the Agreement.

## **9. MISCELLANEOUS**

### **9.1 Governing Law and Jurisdiction; Waiver of Jury Trial**

- (i) This Agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the State of Delaware without reference to, and regardless of,

any applicable choice or conflicts of laws principles. The provisions of this Section 9.1 shall survive the termination of this Agreement for any reason whatsoever.

- (ii) Any proceeding arising out of or relating to this Agreement, the subject matter hereof or any of the transactions contemplated hereby shall be brought and determined in the Court of Chancery in the State of Delaware (or, if subject matter jurisdiction in that court is not available, in any appropriate state or federal courts in the State of Delaware) (and each such Party shall not bring any proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby in any court other than the aforesaid courts), and each Party hereto, for itself and its successors and assigns and in respect to its property, hereby irrevocably submits with regard to any such proceeding, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts. Each Party hereto, for itself and its successors and assigns, hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any such proceeding: (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to lawfully serve process; (ii) that it or its property is exempt or immune from jurisdiction of such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); or (iii) that (A) such proceeding in any such court is brought in an inconvenient forum; (B) the venue of such proceeding is improper; and (C) this Agreement, the transactions contemplated hereby or the subject matter hereof or thereof, may not be enforced in or by such courts.
- (iii) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR PROCEEDING BASED ON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER DIRECTLY OR INDIRECTLY, INCLUDING ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER OR REMEDY UNDER OR IN CONNECTION HEREWITH, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THESE TERMS AND PROVISIONS CONSTITUTE A MATERIAL INDUCEMENT FOR THE PARTIES EXECUTING AND DELIVERING THIS AGREEMENT.

## 9.2 **English Language**

All notices or formal communications under or in connection with this Agreement shall be in the English language.

## 9.3 **Successors and Assigns**

Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, permitted assigns, heirs, executors and administrators of the Parties. This Agreement and the rights and obligations herein shall not be assigned by any Party without the prior written consent of the other Parties; provided, however, that nothing in this Agreement shall limit the ability of US Bidco to: (a) assign its rights or delegate its responsibilities, liabilities and obligations under this Agreement, in whole or in part, without the consent of the other Party to any Affiliate of US Bidco, provided such Affiliate executes a deed of adherence to be bound by terms of this Agreement and US Bidco remains jointly and severally liable with the Affiliate to perform its obligations under the this Agreement; or (b) assign its rights by way of security for collateral security purposes to any debt financing source.

9.4 **Notices**

- (i) Notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by email addressed to the intended recipient at its address set forth below, or to such other address or email as a Party may from time to time duly notify to the others:

<b>Name of the Party</b>	<b>Address</b>	<b>Email</b>	<b>Contact No.</b>
HGS INTERNATIONAL	Registered Office, St. James Court, Suite 308, St. Denis Street, Port Louis, Mauritius		
	Attention:  Executive Vice President – Global Legal & Compliance	legal@teamhgs.com	+91 80 464 31000 +91 80 464 31222
	Company Secretary Senior Vice President Corporate Secretarial	secretarial@teamhgs.com	+91 22 61360407
BETAINE (US) BIDCO INC.	c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801  with copy to:  c/o Baring Private Equity Asia Suite 3801 Two International Finance Centre Central, Hong Kong Attention: Ezekiel Arlin	ZekeArlin@bpeasia.com	+852 2843 9365

Unless otherwise provided herein, all notices, requests, waivers and other communications (“**Notice**”) shall be deemed to be delivered as provided herein: (a) if delivered to the addressee (“**Receiving Party**”) by hand, upon the Notice being acknowledged by written receipt by the Receiving Party; (b) if dispatched by ordinary prepaid postage or courier upon the earlier of the 5<sup>th</sup> (fifth) day of such dispatch or upon receipt (evidenced by proof of delivery); and (c) if sent by email, at the time of receipt of the read receipt by the Party sending the email and in the event such read receipt is not received by such Party, then such Party shall follow up the email with any of the above stated methods and the Notices shall be treated to have been served as set out above. If delivery or receipt occurs on a day other than a Business Day, or is later than 5 p.m. (local time), it will be taken to have been duly given at the commencement of the next Business Day. If a Party refuses delivery or acceptance of a Notice, Notice is deemed to be provided upon proof of the refused delivery, such delivery having been undertaken in the manner specified in this Agreement. Each Party shall promptly inform the other Parties of any change to its contact details.

#### 9.5 **Amendments and Waivers**

Any provision of this Agreement may be amended or waived, if and only if such amendment or waiver is in writing and signed, in the case of an amendment by each of the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

#### 9.6 **Delays or Omissions**

Except as otherwise set out in this Agreement, no delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

#### 9.7 **Counterparts**

This Agreement may be executed and delivered in any number of originals or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Any Party may execute this Agreement by signing any one or more of such originals or counterparts. Facsimile transmission or electronic mail in portable format (.pdf) of an executed signature page of this Agreement by a Party shall constitute, and be sufficient evidence of, due execution of this Agreement by such Party.

#### 9.8 **Severability**

The Parties agree that if any provision of this Agreement or part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions or remaining part of the provision, as the case may be, shall not in any way be affected or impaired.

Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be void or unenforceable. This Section 9.8 shall have no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

**9.9 Further Assurances**

Each of the Parties hereto shall from time to time at the request of any other Party hereto, and without further consideration, execute and deliver to such other Party such further instruments of assignment, transfer, conveyance and confirmation and take such other action as such other Party may reasonably request in order to more effectively fulfil the purposes of this Agreement.

**9.10 Entire Agreement**

This Agreement, along with the other Transaction Documents (as defined in the Master Framework Agreement), constitute the entire understanding between the Parties with regard to the subject matter hereof and thereof and supersede any other agreement between the Parties relating to the subject matter hereof and thereof entered into prior to the date hereof, including any term sheet entered in writing amongst any of the Parties in relation to the subject matter of this Agreement, provided that till the Closing Date, the foregoing shall not be applicable to the Non-Disclosure Agreement (as defined in the Master Framework Agreement).

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*Privileged and Confidential  
Attorney Work Product  
Execution Version*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date set forth above.

**HGS INTERNATIONAL**

By:  \_\_\_\_\_ 26-Nov-21  
Name: Narasimha Murthy  
Title: President

*Privileged and Confidential  
Attorney Work Product  
Execution Version*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date set forth above.

**HGS INTERNATIONAL**

By: Srinivas Palakodeti 26-Nov-21  
Name: Srinivas Palakodeti  
Title: Global CFO

*Privileged and Confidential  
Attorney Work Product  
Execution Version*

**HINDUJA GLOBAL SOLUTIONS UK LIMITED**



By: \_\_\_\_\_

Name: Mark Hooper

Title: DIRECTOR

*Privileged and Confidential  
Attorney Work Product  
Execution Version*

**HINDUJA GLOBAL SOLUTIONS UK LIMITED**

*Adam Foster*

By: \_\_\_\_\_

Name: Adam Foster

Title: DIRECTOR



**ANNEXURE A**

**TRANSFERRED ASSETS**

**LEASES**

1. **El-Paso (Gran Vista):** Office Lease Agreement of HGS (USA), LLC - sixty thousand (60,000) square feet of space ("Premises") out of Building "C", East Valley Commerce Park, Phase 1, located at 8465 Gran Vista Drive, El Paso, El Paso County, Texas 79907

**EMPLOYEES**

Geo	Employee ID	Department Name	Sub Process Name	Client	Designation Name	Grade Name	Office Name	City	State	Current Legal Entity	Hourly/Salary	Employment Type	AGM/BGM
USA	A10912	Facilities Services	FACILITIES PEORIA	Not Required	Sr Specialist Facilities	L3	El Paso		TX	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A21337	Human Resource	HR PEORIA	Not Required	Senior Recruiter Human Resources	L4	El Paso		GA	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A2470	IT Infrastructure	IT INFRA OALL	Not Required	Sr Tech Telecom	L4	Peoria		IL	HGS USA LLC	Salary	FULLTIME REGULAR	BGM
USA	A2504	Finance	FINANCE	Not Required	Sr Manager Billing	L5	Peoria		IL	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A2555	IT Infrastructure	IT INFRA OALL	Not Required	IT Site Support .	L3	Peoria		IL	HGS USA LLC	Hourly	FULLTIME HOME AGENTS	BGM
USA	A33052	IT Infrastructure	IT INFRA OALL	Not Required	Sr Administrator Systems	L4	Peoria		IL	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A35503	HGSI	HGSI OALL	Not Required	Sr Vice President M & A	L7	Peoria		TX	HINDUJA GLOBAL SOLUTIONS INC	Salary	FULLTIME REGULAR	BGM
USA	A44104	Security and Compliance	IT SECURITY AND COMPL OVERALL	Not Required	Specialist Information Technology	L4	El Paso		TX	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A44532	Human Resource	HR PEORIA	Not Required	Director Human Resources	L6	Peoria		FL	HGS USA LLC	Salary	FULLTIME REGULAR	BGM
USA	A44597	IT Infrastructure	IT INFRA OALL	Not Required	Sr Director IT & Telecommunications	L6	El Paso		TX	HINDUJA GLOBAL	Salary	FULLTIME HOME AGENTS	BGM

GE O	Employee ID	Department Name	Sub Process Name	Client	Designation Name	Grade Name	Officecity Name	State	Current Legal Entity	Hourly/ Salary	Employment Type	AGM/ BGM
									SOLUTI ONS INC			
USA	A45621	IT Infrastructure	IT INFRA OALL	Not Requir ed	Manager Infrastructure	L5	El Paso	TX	HGS USA LLC	Salary	FULLTIME REGULAR	BGM
USA	A48793	HGS Healthcare Sales	HGS HEALTH CARE SALES OALL	Not Requir ed	Sr Director Client Services	L6	Peoria	IL	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A50071	Business Excellence	BUSINE SS EXCELL ENCE OALL	Not Requir ed	Sr Director Business Excellence	L6	Peoria	IL	HINDUJ A GLOBAL SOLUTI ONS INC	Salary	FULLTIME HOME AGENTS	BGM
USA	A50754	IT Infrastructure	IT INFRA OALL	Not Requir ed	Director Information Technology	L6	El Paso	TX	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A54363	IT Infrastructure	IT INFRA OALL	Not Requir ed	Analyst Help Desk	L3	El Paso	TX	HGS USA LLC	Hourly	FULLTIME REGULAR	BGM
USA	A54880	Human Resource	HR PEORIA	Not Requir ed	Administrator HR Shared Services	L3	Peoria	IL	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A56231	Human Resource	HR PEORIA	Not Requir ed	Recruiter Human Resources	L3	El Paso	TX	HGS USA LLC	Hourly	FULLTIME HOME AGENTS	BGM
USA	A56551	Finance	FINANC E	Not Requir ed	Sr Manager Accounting	L5	Peoria	IL	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A57201	Human Resource	HR PEORIA	Not Requir ed	Recruiter Human Resources	L3	El Paso	TX	HGS USA LLC	Hourly	FULLTIME HOME AGENTS	BGM
USA	A57561	Human Resource	HR PEORIA	Not Requir ed	Recruiter Human Resources	L3	El Paso	TX	HGS USA LLC	Hourly	FULLTIME HOME AGENTS	BGM

GE O	Employee ID	Department Name	Sub Process Name	Client	Designation Name	Grade Name	Officecity Name	State	Current Legal Entity	Hourly/ Salary	Employment Type	AGM/ BGM
USA	A57730	IT Infrastructure	IT INFRA OALL	Not Required	IT Site Support .	L3	Jacksonville	FL	HGS USA LLC	Hourly	FULLTIME HOME AGENTS	BGM
USA	A58006	Finance	FINANCE	Not Required	Sr Staff Accountant	L4	Peoria	IL	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A58131	IT Infrastructure	IT INFRA OALL	Not Required	Administrator Database	L4	Peoria	IL	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A58132	IT Infrastructure	IT INFRA OALL	Not Required	Analyst Help Desk	L3	El Paso	TX	HGS USA LLC	Hourly	FULLTIME HOME AGENTS	BGM
USA	A58467	Finance	FINANCE	Not Required	Accountant Staff	L4	Peoria	IL	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A59835	Human Resource	HR PEORIA	Not Required	HGS Ambassador	L3	Peoria	IL	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A60214	Finance	FINANCE	Not Required	Manager Accounting	L5	Peoria	IL	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A60907	Human Resource	HR PEORIA	Not Required	Manager Human Resources	L5	El Paso	TX	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A61035	IT Infrastructure	IT INFRA OALL	Not Required	Analyst Help Desk	L3	Jacksonville	GA	HGS USA LLC	Hourly	FULLTIME HOME AGENTS	BGM
USA	A61336	Security and Compliance	IT SECURITY AND COMPLIANCE OVERALL	Not Required	Specialist Information Security	L4	El Paso	TX	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A61452	Human Resource	HR PEORIA	Not Required	Sr Representative Human Resources	L4	El Paso	TX	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM

GE O	Employee ID	Department Name	Sub Process Name	Client	Designation Name	Grade Name	Office Name	City State	Current Legal Entity	Hourly/ Salary	Employment Type	AGM/ BGM
USA	A62294	Human Resource	HR PEORIA	Not Requir ed	Manager Human Resources Recruiting	L5	Peoria	TX	HGS USA LLC	Salary	FULLTIME REGULAR	BGM
USA	A62596	Operations	OPERAT IONS PEORIA OALL	Not Requir ed	Receptionist .	L2	Jacksonvi lle	FL	HGS USA LLC	Hourly	FULLTIME HOME AGENTS	AGM
USA	A62644	Human Resource	HR PEORIA	Not Requir ed	Senior Recruiter Human Resources	L4	Jacksonvi lle	FL	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A62885	Human Resource	HR PEORIA	Not Requir ed	Senior Recruiter Human Resources	L4	El Paso	TX	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A63743	Human Resource	HR PEORIA	Not Requir ed	HR Ambassador	L3	El Paso	TX	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A64352	HGS LEGAL	HGS LEGAL	Not Requir ed	EVP General Counsel	L7	Lisle	CO	HINDUJ A GLOBAL SOLUTI ONS INC	Salary	FULLTIME REGULAR	BGM
USA	A65139	Human Resource	HR PEORIA	Not Requir ed	HR Generalist Culture Ambassador	L4	Jacksonvi lle	FL	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A66181	Human Resource	HR PEORIA	Not Requir ed	Recruiter Temporary	L3	Peoria	NC	HGS USA LLC	Hourly	FULLTIME TEMPORA RY	BGM
USA	A66234	Human Resource	HR PEORIA	Not Requir ed	HR Ambassador	L3	El Paso	TX	HGS USA LLC	Salary	FULLTIME HOME AGENTS	BGM
USA	A66676	Human Resource	HR PEORIA	Not Requir ed	Recruiter Temporary	L4	El Paso	TX	HGS USA LLC	Hourly	FULLTIME TEMPORA RY	BGM
USA	A66678	Human Resource	HR PEORIA	Not Requir ed	Recruiter Temporary	L4	El Paso	FL	HGS USA LLC	Hourly	FULLTIME TEMPORA RY	BGM

GE O	Employee ID	Department Name	Sub Process Name	Client	Designation Name	Grade Name	Officecity Name	State	Current Legal Entity	Hourly/ Salary	Employment Type	AGM/ BGM
USA	A66680	Human Resource	HR PEORIA	Not Requir ed	Recruiter Temporary	L4	El Paso	TX	HGS USA LLC	Hourly	FULLTIME TEMPORA RY	BGM
USA	A69947	HGSI	HGSI OALL	Not Requir ed	Director LEGAL SERVICES AND CONTRACTS	L6	Peoria	CO	HINDUJ A GLOBAL SOLUTI ONS INC	Salary	FULLTIME REGULAR	BGM
USA	A70117	Security and Compliance	IT SECURI TY AND COMP OVERAL L	Not Requir ed	Officer Information Security	L5	El Paso	FL	HGS USA LLC	Salary	FULLTIME REGULAR	BGM
USA	A71324	Human Resource	HR PEORIA	Not Requir ed	Recruiter Temporary	L4	Peoria	TX	HGS USA LLC	Hourly	FULLTIME TEMPORA RY	BGM

## **CONTRACTS**

### **Customer Contracts**

1. Business Process Outsourcing Agreement between California Physicians' Services Inc. d/b/a/ Blue Shield of California and HGS Inc.
2. Master Services Agreement dated February 28, 2019 between CMN Global Inc. and Hinduja Global Solutions UK Limited

### **Vendor Contracts**

1. Strategic Partnership Agreement between Hinduja Global Solutions, Inc. and any affiliate of Hinduja Global Solutions, Inc. and Uniphore Software Systems Inc.
2. Strategic Partnership Agreement between Hinduja Global Solutions, Inc. and any affiliate of Hinduja Global Solutions, Inc. and Zappix
3. Meridian – Service Agreement between HGS (USA), LLC and Meridian IT Inc (vendor) under which Purchase Orders 9212000471 and 9212000158 have been issued. Meridian manages all Telephony infrastructure in the US
4. AT&T Corporate Digital Advantage Agreement Version 6-A between (1) HGS (USA), LLC and (2) AT&T Mobility National Accounts LLC dated December 20, 2021

**ASSETS**

**Please see attached.**

## **ANNEXURE B**

### **CONDITIONS PRECEDENT**

#### **Seller Conditions Precedent**

(a) *Internal US Reorganization*

The Internal US Reorganization shall have been completed.

(b) *Third Party Consents and Notices*

Sellers shall have received, in a form reasonably acceptable to US Bidco, the authorizations, permits, consents, and approvals of the Governmental Authorities and other Persons set forth below prior to Closing:

- Submitting an application for the TPA license to the New Jersey Department of Banking and Insurance and obtaining an effective TPA license from the New Jersey Department of Banking and Insurance
- Providing notice of change of ownership to TPA license holder to the Texas Department of Insurance and receiving acknowledgement or no response or comment within 61 days following the date of such notice.

(c) *Lender Consent*

Sellers shall have obtained consents from the following lenders for release of the security over the HGS US Cos and discharge any HGS US Co as a party (as a debtor, guarantor or otherwise) thereto, and the lenders shall issue written confirmation of the full release of Encumbrance created on the assets of the US NewCo and HGS US Cos: Bank of Baroda pursuant to the Facilities Agreement dated May 14, 2014, by and between Hinduja Global Solutions, Inc. (as Borrower) and Bank of Baroda (as Lender), whereby Hinduja Global Solutions, Inc. granted certain security interest over its assets in favor of the Lender to secure its payment and performance obligations to the Lender and HGS EBOS, LLC acts as the corporate guarantor for the benefit of the Lender.

(d) *Nil borrowings pertaining to HGS AxisPoint Health, LLC*

Sellers shall have ensured that HGS AxisPoint Health, LLC's intercompany borrowings from Hinduja Global Solutions UK Limited is nil, and such borrowing arrangements are terminated.

(e) *Receipt of Deliverables*

At or prior to the Closing, Sellers shall have delivered or caused to have been delivered to US Bidco all of the items required to have been delivered pursuant to Section 5.1.

**ANNEXURE C**

**CP SATISFACTION NOTICE**

To,  
[•]

Date: [•]

**Attention:** [•]

Dear Sir/ Ma'am,

CP SATISFACTION NOTICE

1. Please refer to the [*insert the name of the agreement*] dated [•] (the “**Agreement**”) *inter alia* among [•], [•] and [•].
2. Capitalized terms used but not defined herein shall bear the meaning ascribed to such terms under the Agreement.
3. Subject to the provisions of the Agreement, [•] hereby certify that all conditions set forth in Clause [•] of Agreement required to be fulfilled by [•], have been satisfied.
4. [*Relevant certifications to be inserted*]
5. All of the certifications contained in this notice shall: (i) continue to be effective as of the Closing Date, and (ii) unless [•] otherwise notifies [•] in writing, be deemed to be repeated as of the Closing Date (in each case, as if made by reference as of such time). If any such certification is no longer valid as of or prior to the Closing Date, [•] undertakes to promptly notify the [•] in writing.

Yours faithfully,

For and on behalf of [•]

---

(Authorized Signatory)

Name: [•]

Designation: [•]

**ANNEXURE D**

**Part 1**

- (1) Intercompany Master Services Agreement (Non-client support services) dated April 1, 2019 between HGS Axispoint Health LLC and Falcon Health Solutions Puerto Rico LLC
- (2) Intercompany Master Services Agreement (Non-client support services) dated October 1, 2018 between HGS Axispoint Health LLC and Hinduja Global Solutions Limited (Philippines)
- (3) Intercompany Master Services Agreement (Non-client support services) dated October 1, 2018 between HGS Axispoint Health LLC and Hinduja Global Solutions Limited (India)
- (4) Intercompany Master Services Agreement (Non-client support services) dated April 1, 2019 between Falcon Health Solutions Puerto Rico LLC and HGS Axispoint Health LLC
- (5) Intercompany Master Services Agreement (Non-client support services) dated September 5, 2018 between HGS Colibrium Inc. and Hinduja Global Solutions Limited
- (6) Intercompany Master Services Agreement (Subcontracting) dated April 20, 2020 between HGS Colibrium Inc. and Hinduja Global Solutions Limited
- (7) Intercompany Master Services Agreement (Non-client support services) dated April 1, 2019 between HGS Healthcare LLC and HGS Colibrium Inc
- (8) Intercompany Master Services Agreement dated April 1, 2017 between HGS EBOS LLC and Hinduja Global Solutions Limited
- (9) Intercompany Master Services Agreement (Non-client support services) dated July 1, 2018 between HGS EBOS LLC and Hinduja Global Solutions Limited
- (10) Intercompany Master Services Agreement (Client support services) dated August 17, 2017 between HGS EBOS LLC and Hinduja Global Solutions Limited
- (11) Intercompany Master Services Agreement dated June 28, 2016 between HGS EBOS LLC and HGS International Services Private Limited - Intercompany agreements have been assigned to Hinduja Global Solutions Limited via assignment letter dated October 1, 2018
- (12) Intercompany Master Services Agreement dated April 1, 2017 between HGS Healthcare LLC and TeamHGS Limited
- (13) Intercompany Master Services Agreement (Non-client support services) dated July 1, 2018 between HGS EBOS LLC, HGS (USA) LLC, HGS Healthcare LLC and Hinduja Global Solutions Limited
- (14) Intercompany Master Services Agreement dated October 9, 2017 between HGS Healthcare LLC and Hinduja Global Solutions Limited
- (15) Intercompany Master Services Agreement dated October 9, 2017 between HGS Healthcare LLC and HGS International Services Private Limited (VDR Reference no. 4.1.2.4.8) - Intercompany

agreements have been assigned to Hinduja Global Solutions Limited via assignment letter dated October 01, 2018

- (16) First Amendment to Intercompany Master Services Agreement dated April 13, 2017 between Hinduja Global Solutions, Inc., HGS (USA) LLC, HGS Healthcare LLC and Hinduja Global Solutions Limited
- (17) Intercompany Master Services Agreement (Non-client support services) dated April 1, 2018 between HGS (USA) LLC and HGS Healthcare LLC
- (18) Intercompany Master Services Agreement between Hinduja Global Solutions, Inc. and HGS International Services Private Limited- Intercompany agreements have been assigned to Hinduja Global Solutions Limited via assignment letter dated October 01, 2018
- (19) Intercompany Master Services Agreement (Non-client support services) dated April 1, 2017 between Hinduja Global Solutions, Inc., HGS (USA) LLC, HGS Healthcare LLC and Hinduja Global Solutions Limited
- (20) Intercompany Master Services Agreement dated June 28, 2016 between Hinduja Global Solutions, Inc., HGS (USA) LLC and Hinduja Global Solutions Limited
- (21) Intercompany Master Services Agreement (Client support Services) between Hinduja Global Solutions, Inc. and HGS International Services Private Limited - - Intercompany agreements have been assigned to Hinduja Global Solutions Limited via assignment letter dated October 01, 2018
- (22) Intercompany Master Services Agreement (Subcontracting) dated November 12, 2019 between Hinduja Global Solutions UK Limited and Hinduja Global Solutions Limited

**Part 2**

- (1) Business Process Outsourcing Agreement between California Physicians' Services Inc. d/b/a/ Blue Shield of California and HGS Inc.
- (2) Master Services Agreement between Anthem, Inc. and HGS Healthcare.
- (3) Master Services Agreement between Apria Healthcare LLC and HGS EBOS, LLC
- (4) Master Services Agreement between Cigna Corporate Services, LLC, HGS Inc., and Hinduja Global Solutions Limited, thereafter assigned to HGS Healthcare LLC dated March 17, 2017.
- (5) The Master Services Agreement between Aetna Life Insurance Company and HGS (USA) dated January 1, 2014, thereafter novated to HGS Healthcare, LLC from December 1, 2016
- (6) Master Services Agreement between MultiPlan Inc. and HGS Inc.
- (7) Master Services Agreement between One Call Corporation and HGS Healthcare, LLC.
- (8) Master Services Agreement dated February 28, 2019 between CMN Global Inc. and Hinduja Global Solutions UK Limited.
- (9) Master Services Agreement between Radiology Partners, Inc. and HGS EBOS, LLC
- (10) Master Services Agreement between J&B Medical Supply, Inc. and HGS Healthcare, LLC.
- (11) Master Services Agreement between Cambia Health Solutions, Inc. and HGS Healthcare, LLC.
- (12) Master Services Agreement between Prime Therapeutics LLC and HGS Healthcare, LLC.
- (13) Master Services Agreement between HGS Healthcare LLC and Santé Analytics, Inc., d/b/a ClarisHealth.
- (14) Information Systems Master Services Agreement between Affinity Health Plan Inc and Colibrium.
- (15) Master Services Agreement between Apria Healthcare LLC and EBOS.
- (16) Master Services Agreement between Trident USA Mobile Clinical Services LLC and HGS Inc.
- (17) Business Process Outsourcing Agreement between California Physicians' Services Inc. d/b/a/ Blue Shield of California and HGS Inc.
- (18) Strategic Partnership Agreement between Hinduja Global Solutions, Inc. and any affiliate of Hinduja Global Solutions, Inc. and Uniphore Software Systems Inc.
- (19) Sublease dated August 27, 2018 by and between The Atlantic Land and Improvement Company, and HGS (USA) LLC.
- (20) Strategic Partnership Agreement between Hinduja Global Solutions, Inc. and any affiliate of Hinduja Global Solutions, Inc. and Zappix.

- (21) Lease dated June 13, 2014 by and between East Valley Commerce Park, Ltd. and HGS (USA), LLC.
- (22) AT&T Corporate Digital Advantage Agreement Version 6-A between (1) HGS (USA), LLC and (2) AT&T Mobility National Accounts LLC dated December 20, 2021

**Part 3**

- (1) Business Process Outsourcing Agreement between California Physicians' Services Inc. d/b/a/ Blue Shield of California and HGS Inc.
- (2) Master Services Agreement dated February 28, 2019 between CMN Global Inc. and Hinduja Global Solutions UK Limited

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